



CITY COUNCIL AGENDA

December 8, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **COMMUNICATION** – WASPC/David Doll – Police Department Re-Accreditation
3. **COMMUNICATION** – Swearing in Officer Jeremy Grove, Officer Damon Gardner, and PSO Ryan Spencer
4. **PUBLIC HEARING** – Zoning Regulations regarding the citing of marijuana growing business
5. **PUBLIC HEARING** – ADA Transition Plan
6. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, December 8, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
7. **CONSENT AGENDA**
 - a. Council Minutes of November 10, 2025
 - b. Release of Retainage - Rognlins - Safe Routes to School
 - c. DNR – Amendment No 3 – Forestland Response Agreement
 - d. Claims and Payroll
8. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 1. Planning Commission – Transition Housing Report
 - b. **OFFICERS REPORTS**
 1. AFSCME MOU – Salary Market Adjustment to Implement Wage Study
 2. Purchase of Firefighting equipment with L&I Grant for Timberland Library
 3. Purchase of Firefighting Gear – Curtis Tools for Heroes
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
9. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. 2026 Salary Ordinance
 2. Zone Code – Marijuana business location requirements
 - b. **RESOLUTIONS**
 1. Surplus – Fire Equipment
 - c. **OTHER LEGAL**
 1. Public Defense Contract with Sound Defenders – Sean Taschner
 2. Public Defense Contract with Geoff Arnold
 3. Washington State Patrol Contract No. K22063 – Fire Marshal Contract for 2026
 4. HDR – NSL Amendment 4 – Real Estate
 5. HDR – NSL Amendment 3 – Permitting, Geo-technical engineering, Phase 2 Environmental
 6. HDR – K Street Pump Station Amendment 1
 7. HDR – NSLW Amendment 3 – Services during construction of the NSLW
 8. DNR – Seedling Contract 16748
 9. DNR – Seedling Contract 17306
 10. Dahlstrom Lease
 11. Medicalistics – Electronic health records system
 12. Teamsters MOU – Police Lieutenant
10. **OLD BUSINESS**
11. **NEW BUSINESS**
12. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, December 8, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
13. **EXECUTIVE SESSION** (Per RCW 42.30.110)

14. ADJOURN

Regulatory Meeting at 6pm – In Person Only in Council Chambers

Council Meeting at 7:00 PM – *attendance in person or remote live stream* – this meeting will be recorded and will be live streaming at <https://us02web.zoom.us/j/88663122532>.



CITY OF HOQUIAM

November 10, 2025

City Council Meeting Minutes

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. Councilmember Anderson led the flag salute.

ROLL CALL

Those in attendance at the meeting were Mayor Winkelman and Councilmembers Anderson, Brooks, Carlstrom Gillis, Hinchey, Nelson, Pauley, Puvogel, Reid, Smith and Thornton. Absent from Council Meeting was Councilmember Larsen

Staff in attendance were Police Lt. Brian Dayton, Fire Chief Matt Miller, City Attorney Steve Johnson, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.

APPROVAL OF THE AGENDA

Councilmember Brooks moved to amend the agenda to exclude Executive Session. Supported by Councilmember Nelson. Passed by voice vote.

PUBLIC HEARING

Vacation of a portion of Monroe Street

Councilmember Puvogel moved to open the Public Hearing. Councilmember Pauley supported. Passed by voice vote.

No Comment or discussion on the topic.

Councilmember Puvogel moved to close the Public Hearing. Councilmember Brooks supported. Passed by voice vote.

PUBLIC HEARING

2026 Revenues

Councilmember Puvogel moved to open the Public Hearing. Councilmember Brooks supported. Passed by voice vote.

Ms. Schmid spoke on the topic. No comment from the public.

Councilmember Puvogel moved to close the Public Hearing. Councilmember Brooks supported. Passed by voice vote.

PUBLIC COMMENT

No Public Comment.

CONSENT AGENDA

Council Minutes of October 27, 2025

Councilmember Brooks moved to approve Council Minutes of October 27, 2025. His motion was seconded by Councilmember Nelson and passed by voice vote.



CITY OF HOQUIAM

November 10, 2025

City Council Meeting Minutes

Claims and Payroll

Councilmember Brooks moved to approve the Claims and Payroll. His motion was seconded by Councilmember Nelson and passed by voice vote.

COUNCIL ACTION/DISCUSSION

Committee Reports

Planning Commission
Recommendation – Zoning
Code Change Regarding
Marijuana Growing
Facilities

The Planning Commission recommends amendment to Title 10.05.077 of the Hoquiam City Zoning Code. The amendment will reduce the separation distance requirement to five hundred feet from one thousand feet. This would allow for property located at 2600 Bay Avenue productive reuse of their 50,000 square foot warehouse as a marijuana cultivation facility. The site is referenced by Grays Harbor County Assessor's Parcel Number 055205800700. This is a non-project action.

Councilmember Puvogel moved to accept the report and was seconded by Councilmember Hinchey. Discussion followed and was passed by voice vote.

Officers Reports

Water Meter Bids

Staff recommend that the Council deem HD Fowler the lowest responsible bidder and that staff is authorized to purchase the meters through HD Fowler.

Councilmember Brooks moved to approve this bid. His motion was seconded by Councilmember Smith. Discussion was opened – The lowest bid by Master Meter did not meet the specs required. Passed by voice vote.

Lexipol

Staff Recommend Council authorizes staff to sign the agreements with Lexipol for the City, Fire Department, and Police Department.

Councilmember Carlstrom has left the meeting with the assistance of Councilmember Nelson. Councilmember Nelson returned to the meeting at 7:39 PM.

Councilmember Brooks moved to approve this contract. His motion was seconded by Councilmember Pauley. Discussion



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	<p>was opened –Our insurance company will give a small reimbursement. Passed by voice vote.</p>
Mayors Reports	
Google	<p>We should look into pairing with Google to map the city.</p>
2026 Revenue Presentation	<p>Mayor Winkelman spoke on the value of tax assessment in the city.</p>
Thanksgiving	<p>Have a great Thanksgiving everyone!</p>
Council Reports	
Councilmember Puvogel	<p>Donnybrook – Thursday 27, 2025, at 12, noon. Water balloon fight between Aberdeen and Hoquiam, don't forget to clean up your mess afterwards!</p>
Councilmember Gillis	<p>Spoke on the 250 America the Beautiful Celebration Weekend. Next meeting will be in the Mayors Chambers December 3rd, 2025, at 4pm.</p>
Councilmember Gillis	<p>Spoke on the Ho Ho Fun Run – Register Online.</p>
Councilmember Smith	<p>Christmas Light Parade – December 20th after dark starting at the DMV.</p>
Councilmember Smith	<p>Spoke on the 250th Birthday Military Marine Corp.</p>
LEGAL BUSINESS	
Ordinances	
Steet Vacation Regarding a portion of Monroe Street	<p>An ordinance vacating a portion of Monroe Street, South of Eklund Avenue, extending less than one block to where Monroe Street ends at the Hoquiam River. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Pauley. Discussion was opened. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.</p>
Extending the Moratorium on Transitional Housing	<p>An Ordinance of the City Council of the City of Hoquiam, extending a moratorium on the licensing, regulation, location and permitting of transitional housing, permanent supportive</p>



CITY OF HOQUIAM

November 10, 2025

City Council Meeting Minutes

Property Tax Levy for 2026

housing, indoor emergency shelters and indoor emergency housing, for an additional six months. Councilmember Brooks moved to adopt the Ordinance, and his motion was seconded by Councilmember Nelson. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.

An Ordinance relating to ad valorem tax; setting and levying the ad valorem tax levies for the General Fund, Emergency Management Services, the Fire Truck Bond Fund and Fire Ladder Truck Bond Fund of the City of Hoquiam for fiscal year 2026. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Nelson. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.

Resolutions

Property Tax Refund Levy

A Resolution of the City of Hoquiam, Washington, declaring the need to recover the 2025 ad valorem tax levy over the 2025 tax levies. Councilmember Puvogel moved to adopt the Resolution, and his motion was seconded by Councilmember Pauley. Passed by voice vote.

Other Legal

Teamster Collective
Bargaining Agreement -
Police

This agreement amends the original agreement. Councilmember Nelson moved to approve this change in the agreement, and his motion was seconded by Councilmember Pauley. Discussion was opened. Passed by voice vote.

Geosyntec Consultants Inc.
– West Fork Hoquiam Dam
Removal Grant

Councilmember Brooks moved to approve this contract, and his motion was seconded by Councilmember Puvogel. Passed by voice vote.

MOU AFSCME Market
Adjustments Nov 2025

Councilmember Puvogel moved to approve this market adjustment for City employees under AFSCME, and his motion was seconded by Councilmember Nelson. Discussion was opened. Passed by voice vote.

OLD BUSINESS



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Pellet Plant	Councilmember Brooks asked for an update on the Pellet Plant. Mayor Winkelman stated that the decision on the appeal has not come back yet.
Terminal 3 Utilities Project	Councilmember Smith asked what was happening with the infrastructure out by the airport with the water and sewer lines. This project should be done within 2 weeks.
Gun Range Shelter/Lean-To	Councilmember Reid asked if the Lean-To was complete. Lt. Dayton spoke on the topic, yes, it is complete. Councilmember Reid asks if the Councilmembers can get a tour of the new building.
NEW BUSINESS	
Public Hearing – ADA Transition Plan	Councilmember Puvogel moved to schedule a Public Hearing on December 8, 2025, at 7PM in the Council Chambers. Councilmember Anderson supported and passed by voice vote.
Public Hearing – Zoning Code Change	Councilmember Puvogel moved to schedule a Public Hearing on December 8, 2025, at 7PM in the Council Chambers. Councilmember Pauley supported and passed by voice vote.
Councilmember Absences	Councilmember Brooks moved to excuse the absence of Councilmember Larsen. Councilmember Puvogel seconded and passed by voice vote.
Canceled Meeting	Councilmember Puvogel wanted to remind everyone that there is no meeting on November 24, 2025.
Regulatory Meeting	Councilmember Pauley reminds everyone of the next Regulatory Meeting on December 8, 2025, at 6PM in the Council Chambers,
SECOND PUBLIC COMMENT	No Public Comment Presented.
EXECUTIVE SESSION	No Executive Session was held.



CITY OF HOQUIAM

November 10, 2025

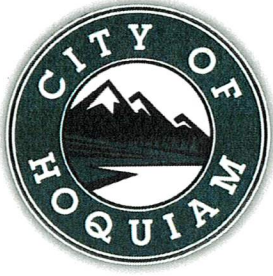
City Council Meeting Minutes

ADJOURN

Councilmember Puvogel moved to adjourn the meeting at 8:03 p.m. and his motion was seconded by Councilmember Nelson and passed by voice vote.

BEN WINKELMAN – Mayor

KAYLA NIELSEN – City Council Secretary



Notice of Completion of Public Works Project & the Request for Approval of Acceptance and Release of Retainage (revised)

Date November 17th, 2025

Contractor Rognlin's

Project Title Safe Routes to School

Contract Total \$1,572,938.08
(total includes change orders for \$43,791.46)
This project is exempt from Washington State sales tax.

The above named contractor has satisfactorily completed the project listed above. It is recommended that this project be accepted as complete and that the Finance Department release any retainage and/or performance/payment bonds after the appropriate releases are received from the Departments of Revenue and Labor & Industries (if such releases are required) and after any contractor/supply liens, if any, are satisfied.

City Administrator



WILDFIRE

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
AMENDMENT NO. 3

TO

FORESTLAND RESPONSE AGREEMENT, DNR CONTRACT NO. 93-098342

PI: N/A

Funding Source: State

Grant Funded: No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method: Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5a, Item 1, RCW 39.26.125(10)

Statewide Vendor # (SWV): SWV0028937

The Forestland Response Agreement (FLRA) by and between the Washington State Department of Natural Resources, Olympic Region, hereinafter referred to as "DNR" or AGENCY, and Hoquiam Fire Department, hereinafter referred to as "District/Department" is amended as follows:

Section 3. Term is hereby amended as follows:

3. Term. The term of this agreement is from January 11, 2019, or date of execution, whichever is later, though December 31, 2027.

The reason for this change is to extend the current FLRA to allow more time for the development of revised DNR FLRA Agreement with Fire District and Departments.

Attachment A, Operation Guidelines, last paragraph in the Section titled; "DNR Agrees to:" is amended to read as follows:

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

The reason for this change is to clarify the procedure for renting vehicles for Off-road use.

The effective date of this Amendment is January 1, 2026, or the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

Hoquiam Fire Department

**STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES**

Signature **Date**

~~Matt Miller~~

Name

~~Chief~~

Title

625 8TH St

Hoquiam, WA 98550

Address

360-532-5700 ext 260

Telephone

Signature **Date**

William Wells

Name

Olympic Region Manager

Title

411 Tillicum Lane

Forks, WA 98331

Address

360-374-2800

Telephone



FORESTLAND RESPONSE AGREEMENT

Agreement No. *93-098342*

This Agreement is entered into between the state of Washington, Department of Natural Resources, **Olympic** Region, hereinafter referred to as "DNR", and the below named Fire Protection District/Department, hereinafter referred to as "District/Department."

Hoquiam Fire Department

625 8th St.

Hoquiam, Wa 98550

Fire Chief, ~~Past Dean~~

Retired/Vacant position

Phone: 360-532-5700 ext 260

FAX: 360-532-3340

~~Email: pdean@cityofhoquiam.com~~

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries.
2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for

Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.

3. **Term.** The term of this agreement is **February 1, 2019**, or date of execution, whichever is later, through **February 1, 2024**.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.
7. **Command:**
 - (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.

- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision may be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

10. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**
 - (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
 - (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.
- (2) **DNR Dispatch:**

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

14. Insurance: DNR is an agency of the state of Washington and is therefore self-insured under the State’s Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR’s option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

(1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

(2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer’s liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- a. "Any Auto" (Symbol 1).
- b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
- d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15. Service Limitations. The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.

16. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

17. Renegotiation and Modification: The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

18. Assignment and Delegation: This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

- 19. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
- 20. **Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
- 21. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
- 22. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 23. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
- 24. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

25. **Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Bryan Suslick
Title: Fire District Manager
Address: 411 Tillicum Lane
City/State/Zip: Forks, Wa 98331
Phone: 360-374-2800
Email: bryan.suslick@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name:
Title:
Address:
City/State/Zip:
Phone:
Email:

Operation Guidelines

Resources ordered through the DNR Region or Division for dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement
- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed to update status in the Resource Ordering Status System (ROSS));
- 3) To keep equipment and personnel status current in ROSS by selecting option a. or b. below as the preferred option. List available resources on the following resource list addendum. (Check one):
 - a. DNR Region will give Web-Status rights to ROSS for district employees. It is the employee’s responsibility to ensure that their status is accurate.
 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildfire Division in order to ensure statewide readiness.

- 4) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.);

- 5) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);
- 6) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 7) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 8) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 9) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 10) Only utilize agency owned vehicles or procured rental vehicles on the fire line or offroad.

DNR agrees to:

- 1) Assist the District/Department with updating status' in ROSS;
- 2) Maintain IQS records for District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

****Rental vehicles must be procured consistent with the R6 USFS rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information. In order to provide audit tracking for all rental vehicles, rentals ordered for overhead resources with ROSS O # Resource Orders, will have a support request ROSS order attached to that O# resource, with an E# assigned to the vehicle. The overhead resource and Dispatch will ensure that if that person is re-assigned or released, the supporting vehicle order will also be re-assigned or released.**

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource

	EQUIPMENT	RATE/NEGOTIATED RATE *

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:

REPORT OF COMMITTEE

Date: December 4, 2025

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers	<u>106544</u>	through	<u>106544</u>	<u>\$3,427,659.21</u>
Claims Auto Pays & EFTs	<u>816</u>	through	<u>815</u>	<u>\$32,132.35</u>
Payroll Check Numbers	<u>31337</u>	through	<u>31359</u>	<u>\$221,221.20</u>
Payroll Payments via ACH				<u>\$651,237.54</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension				<u>\$330,785.81</u>

Payroll and benefits for the hours worked in December be approved and issued at the proper time.



Planning Commission Report

DATE: 11-6-25
To: Mayor Ben Winkelman and City Council members
Re: Transitional Housing

We your Planning Commission, recommend:

The Planning Commission recommends adopting an ordinance imposing reasonable occupancy, spacing, and intensity of use requirements on transitional housing, permanent supportive housing, indoor emergency housing and indoor emergency shelters; and creating a new Section 10.05.140 to the Hoquiam Municipal Code. To also include the following recommendations:

See attachment

Committee Members

Jennifer Winkelman, Chair

Handwritten signature of Jennifer Winkelman in blue ink.

Nancy Taylor

Denise Burke

Handwritten signature of Denise Burke in blue ink.

Tracy Jones

Handwritten signature of Tracy Jones in blue ink.

Chris Frye

Jack Brodhead

Handwritten signature of Jack Brodhead in blue ink.

TRANSITIONAL HOUSING CONDITIONS

1. Code of conduct for all residents
 - Roles and responsibilities of key staff
 - Staff/facility maintenance
 - Residents – required to have verifiable ID, document citizenship or alien status including DOB
 - No residents with active warrants
 - No children under the age of 18 are allowed to stay alone unless accompanied by a parent or guardian
 - Curfew
2. List whom the facility serves
 - US military vets
 - Physically disabled
 - Seniors 65+
 - Victims of domestic violence
3. People who are required to register as sex offenders are prohibited from the facility
 - Notice to residents that any/all sex offenders will be reported. This includes warrants for arrest.
4. No RVs, No live in RVs
5. Sponsoring agency shall designate on site contact and provide contact information with 24-hour access for phone contact and to patrol operation. Must be posted daily.
6. For health and safety, the sponsoring agency must take all reasonable and legal steps to obtain verifiable ID including full name, DOB from current and prospective residents
7. Communication plan for our local EMS, Fire and Police about who is residing there and important information about the resident's background
8. Add a special EMS fee to all transitional housing and shelters.
9. Appropriate ratio of staff to transitional occupants to oversee activities on and around transitional property – on site staff
10. Clean and sober testing



**Office of the City Administrator
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3983 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: December 1, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: AFSCME Market Study and MOU

On November 10, 2025, the Council approved a MOU to address the implementation of salary adjustments based upon the 2025 market study conducted in accordance with the 2022-2027 Labor Agreement between the City of Hoquiam and Local 275 of the Washington State Council of County and City Employees (AFCME), AFL-CIO.

Since our last meeting, AFSCME has requested that the council approve one additional market adjustment to the position of Community Development Technician to be equal to the pay of the municipal court clerks, which are receiving a 4% increase over two years. The Community Development Technician assists with processing all permits including building, planning, zoning, and tree removal and serves as the staff representative to the Historic Preservation Commission, Urban Forestry Board, and Planning Commission. Prior to the market adjustments the Community Development Technician, Account Clerk 2 and Court Clerks were all at the same pay range.

The total cost to the budget to implement all AFSME market adjustment in 2026 is approximately \$110,521. Of that \$69,778 will come out of the general fund for the police services officers and other positions covered fully or partially by the general fund. The water, sewer, and stormwater funds will be impacted by \$40,744 for those employees that are allocated fully or partially to utility funds. The City did not specifically allocate funds for the AFSCME market adjustments in advance of the Council's review and approval of the market study. Staff anticipated bringing forward a budget amendment in 2026 to implement any market adjustments granted by the council. A large portion of the general fund impact will be offset by the elimination of the navigator position.

Recommendation:

Staff recommend that the Council approve the signing of the attached MOU and the implementation of the market adjustments through the 2026 and 2027 salary ordinances.

Memorandum of Understanding

Between City of Hoquiam (“City”)

And

Bargaining Unit Local 275 (“Union”)

Market Adjustment to Implement Wage Study

The 2022-2027 Labor Agreement (CBA) between the City of Hoquiam and Local 275 of the Washington State Council of County and City Employees AFSCME, AFL-CIO included a provision to conduct a Market Study of all Council 2- AFSCME positions in 2025.

Based upon the market study, several positions will be increased over the next 13 months to reach market. One half of the market adjustment for each position needing an adjustment will be applied to that position salary beginning on January 1, 2026. A 2.7% cost of living increase will be added on top of the market adjustment in accordance with the CBA. The second half of the market adjustment will be applied on January 1, 2027, with an additional cost of living increase that will be added on top of the market adjustment per the CBA. The attached chart highlights the positions that are receiving the market adjustments and what the top step salary will be for 2026 and the top step salary for 2027, prior to the 2027 market adjustment.

Dated this 8thth day of December 2025.

For City of Hoquiam:

For Council 2-AFSCME Local 275H

Brian Shay, City Administrator

Aaron Cole, Staff Representative, Council 2

Rob Sobolesky, Chapter Chair

Position	Average	Hoquiam	Total Difference	Adjustment % - 50% in 2026 and 50% in 2027	Half of Market	2026 Salary	Market Adj 2027
Account Clerk I	\$5,325	\$5,038	95%	2.5%	\$5,164	\$5,303	\$5,436
Account Clerk II	\$5,802	\$5,289	91%	4.5%	\$5,527	\$5,676	\$5,932
Accounts Payable	\$6,039	\$5,289	88%	6.0%	\$5,606	\$5,758	\$6,103
Animal Control	\$5,523	\$5,793	105%	0.0%	\$5,793	\$5,949	\$5,949
Building Official	\$7,144	\$7,368	103%	0.0%	\$7,368	\$7,567	\$7,567
Building/Code Compliance	\$6,177	\$5,793	94%	3.0%	\$5,967	\$6,128	\$6,312
Community Development Technician	\$5,231	\$5,289	101%	2.0%	\$5,395	\$5,540	\$5,651
Community Services Coordinator	\$6,569	\$5,567	85%	7.5%	\$5,985	\$6,146	\$6,607
Court Clerk	\$5,508	\$5,289	96%	2.0%	\$5,395	\$5,540	\$5,651
Cross Connection Specialist	\$6,649	\$5,793	87%	6.5%	\$6,170	\$6,336	\$6,775
Equipment Operator I/Maintenance II	\$6,189	\$5,498	89%	5.5%	\$5,800	\$5,957	\$6,285
Equipment Operator II	\$6,649	\$5,927	89%	5.5%	\$6,253	\$6,422	\$6,775
Crew Lead	\$7,714	\$6,910	90%	5.0%	\$7,256	\$7,451	\$7,824
Lead Sewer Plant Operator	\$7,714	\$6,910	90%	5.0%	\$7,256	\$7,451	\$7,824
Lead Water Plant Operator	\$7,714	\$6,910	90%	5.0%	\$7,256	\$7,451	\$7,824
Maintenance I	\$5,489	\$5,202	95%	2.5%	\$5,332	\$5,476	\$5,613
Meter Reader	\$5,489	\$4,995	91%	4.5%	\$5,220	\$5,361	\$5,613
Payroll	\$6,344	\$5,289	83%	8.5%	\$5,739	\$5,894	\$6,394
Police Records Clerk	\$5,538	\$5,038	91%	4.5%	\$5,265	\$5,407	\$5,650
Police Service Officer	\$6,285	\$5,793	92%	4.0%	\$6,025	\$6,187	\$6,435
Public Works Superintendent	\$10,435	\$8,358	80%	10.0%	\$9,194	\$9,442	\$10,386
Wastewater Treatment Plant Operator	\$6,647	\$6,282	95%	2.5%	\$6,439	\$6,613	\$6,778
Water Treatment Plant Operator	\$6,647	\$6,282	95%	2.5%	\$6,439	\$6,613	\$6,778
Total							

Notes:
-All Leads same pay
-All Treatment Plant Operators same pay
-Cross Connection Specialist to Equipment Operator II
-Meter Reader to Maintenance Worker I
Community Development Technician to match Court Clerk Salary
-Breakout Accounts Payable & Payroll from Account Clerk II Position
50% of Market adjustment January 1, 2026 and 50% January 1, 2027



HOQUIAM FIRE DEPARTMENT

Matt Miller, Fire Chief

Nick Falley, Assistant Fire Chief/Fire Marshal

Report From Officer

DATE: December 8, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Nick Falley, Fire Marshal
SUBJECT: Hoquiam Timberland Library – Fire Alarm Panel Upgrade

The Fire Alarm Panel at the Hoquiam Timberland Library is in need of upgrades. This is due in part to the age of the equipment and a lack of service to the existing equipment moving forward.

The Fire Department has requested quotes from multiple vendors for this system upgrade and would recommend to the council to award the purchase to Securitas Technology. Securitas Technology services and monitors the current equipment as well as other city facilities.

The quote received with sales tax is \$28,529.29

Recommendation:

Staff recommends that the Council approve the upgrade bid from Securitas Technology.



Prepared For

HOQUIAM TIMBERLAND LIBRARY - HOQUIAM, WA - FA PANEL UPGRADE

BRIAN SHAY
HOQUIAM TIMBERLAND LIBRARY
420 7TH ST
HOQUIAM, WA, 98550
Phone: 360-538-3983
BSHAY@CITYOFHOQUIAM.COM

Prepared By

Securitas Technology Corporation

3800 Tabs Drive
Uniontown, OH 44685
Alan Carroll

Sr. Account Executive
Phone: (253) 264-8047
alan.carroll@securitas.com

Project Site

HOQUIAM TIMBERLAND LIBRARY
420 7TH ST
HOQUIAM ,WA ,98550-3616
Phone: 360-580-6241



Why Choose Us

We See Electronic Security Differently

We understand that selecting a partner for your electronic security is a key business decision, and we thank you for the opportunity to present this proposal. We are proud to be a trusted advisor to thousands of organizations in over 40 countries across the globe.

Why? Because we see electronic security differently.



73%

Of Clients Have Been with Us for 6+ Years*

Client Engagement

Working hand in hand with your business, we serve not only as your specialist security provider, but as a **security technology partner and trusted advisor** you can rely on for a bespoke, personalized client experience over the long term.



5,000+

Highly Skilled Technicians Worldwide

Installation

The depth and breadth of our solutions is surpassed only by the proficiency of our installation teams. From project initiation to completion, our skilled designers, engineers, technicians, and project managers follow centralized processes to deliver **outstanding installations and system integrations**.



50M+

Monitoring Signals Handled Annually Across the Globe

Monitoring Services

From our **44 industry-leading monitoring centers worldwide, staffed with 2,000+ highly trained operators**, we offer you the widest spectrum of interactive alarm, video monitoring, and remote services available today.

Innovation

Our **sharp focus on innovation, strategic partnerships with industry leaders, and expansive knowledge** of security products, integrations, engineering processes, and design applications enables us to create the security systems of tomorrow, today.



30+

Strategic Global Technology Partners

Service and Maintenance

Service excellence is embedded within our DNA. By providing a comprehensive service and preventative maintenance program delivered by thousands of technicians across multiple countries, **we are nearby when our clients need us most.**



1M+

Service Calls Handled Per Year

Advanced Services

From security technology life cycle management to our **SecureStat HQ™ digital platform, we take the complexity out of security management** with our extensive range of remote, hosted, cloud, embedded, and advanced managed services.



80,000+

Registered Users of SecureStat HQ™ and Growing

Certifications

SOC Certification

Securitas Technology has achieved Service Organization Control (SOC) 2 certification for adherence to a strict set of five “trust principles,” including security, privacy, availability, processing integrity and confidentiality.



SAFETY Act Designation

After an extensive review by the Department of Homeland Security (DHS) of the service standards adopted and followed by Securitas Technology, the DHS awarded Securitas Technology SAFETY Act protection (Designated).



TMA Five Diamond Designation

Our alarm monitoring network is UL, ULC, UL2050 and TMA Five Diamond certified – the latter of which is granted by The Monitoring Association (TMA) to monitoring centers that meet “five points of excellence.”



Top 5 Reasons Why Our Clients Choose Us

*Based on data collected from the Securitas Technology 2023 Global Client Survey with 2,369 responses worldwide.

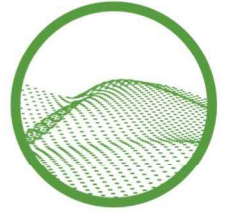
- 1 **Service Maintenance and Repair Capabilities**
- 2 **Reputation / Brand and Specialized Expertise**
- 3 **Sales Relationship / Account Management**
- 4 **Installation and Project Management Capabilities**
- 5 **Monitoring Services and Remote Services Capabilities**



With our global footprint, local operations, scalable systems, personalized services, and intense focus on operational excellence, we are uniquely positioned to be the best technology partner in the industry.

Tony Byerly,
Global President,
Securitas Technology





Sustainable Security Initiative

Securing a More Sustainable Future, Together

Securitas Technology is working together with our clients and industry partners for a more sustainable future **in three key areas.**



In Our Operations: Science Based Targets

Securitas AB, our corporate parent, is the first global security solutions company to have its sustainability targets validated by the Science Based Targets initiative (SBTi). The company has committed to reducing absolute scope 1, 2, and 3 greenhouse gas emissions by 42% by 2030 from a 2022 base year, aligned to the 1.5-degree goal set by the Paris Agreement and endorsed by the SBTi.



With Our Industry Partners: Emissions Data

Energy consumption is the largest component of the lifetime environmental impact of electronic security devices. Securitas Technology is documenting energy consumption and CO₂ equivalent (CO₂e) in every proposal, bringing an important awareness and choice to our clients.



For Our Clients: Remote Services & Insights

Securitas Technology is committed to offering the widest range of remotely delivered services that reduce or eliminate travel to sites and the associated emissions. In addition, we help clients leverage their security infrastructure to reduce energy use.

The Hoquiam Timberland Library has a very old fire alarm system that is not in good shape and will need to be upgraded to a modern panel to be able to be taken off telephone lines and meet current code and life safety functions. POTs are going away at the end of the year so we will be switching to an AES radio for sole path communication back to the monitoring center. This scope is for a Fire Alarm System Upgrade and to add an AES radio. Securitas Technologies will install the new Fire Lite ES-50x panel in the location where the current panel is located and install the new AES radio next to the panel. Install new life safety equipment in the locations of the existing devices.

Securitas will provide and install the following:

- (1) Fire Lite ES-50x Fire Alarm Panel
 - (1) Fire Lite Annunciator
 - (1) AES Radio Communicator
 - (3) Battery
 - (1) Fire Document Box
 - (1) Surge Lock Out Kit
 - (22) photoelectric Smoke Detector
 - (4) Heat Detector
 - (6) Pull Station
 - (1) Fire Lite Monitor Module
 - (4) Fire Lite Addressable Relay Module
 - (7) Wall Horn Strobe
 - (2) Wall Strobe
- Misc. Install Materials (additional modules, conduit, j hooks, etc) Included in BOM

Program and test the system
Train customer, conduct walk through

Customer to provide power at panel
Installation:

Clarifications and Exclusions:

* This scope of work is based off of a site visit conducted by the Service Technician. Due to unforeseen circumstances, additional equipment and/or labor may be required to complete installation and may incur additional cost to customer. Customer will be notified if this circumstance arises for approval.

*This upgrade assumes all existing cable and device locations are still in working order and code compliant. If cable needs to be replaced a change order will be required.

* Customer to provide clear unobstructed path for technician in all installation areas.

* Training will be done at time of install. If it is requested that the technician make a return trip for training, then it can and will result in an additional fee to the customer. It is the customer's responsibility to have all members needing training present when the install is complete.

1 .Proposal Schedules

Material Schedule :

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Fire Lite 50-Point Addressable Fire Alarm Control Panel	ES-50X	1	\$1,158.59	\$1,158.59
Ditek AC Power Surge Protection with Lockout Kit	DTK-120HWLOK	1	\$64.39	\$64.39
Securitas Intellinet 2.0 Fire Subscriber, 8 Zones	7707P-88-ULP-M	1	\$970.57	\$970.57
Fire Lite 80-Character Serial LCD Annunciator, Compact, Backlit, Red	ANN-80	1	\$523.51	\$523.51
Fire Lite Addressable Photoelectric Smoke Detector, LiteSpeed Only, Wh	SD365	22	\$110.05	\$2,421.10
Fire Lite ADDRESSABLE HEAT DET (FXD); WHITE	H365	4	\$101.12	\$404.48
Honeywell Pull Station Addressable Dual Action Spanish	BG12LXSP	6	\$149.37	\$896.22
Fire Lite MONITOR MODULE, ADDRESSABLE	MMF-300	1	\$96.66	\$96.66
Fire Lite Two Form C RELAYS, Built-in, Addressable Relay Module	CRF-300	4	\$129.38	\$517.52
Mier 15'X13'X4' FIRE ALARM DOCU BOX RED W/ LOCK	BW-DOCBOX	1	\$104.41	\$104.41
System Sensor HORN/STRB 2W WALL RED FIRE	P2RLED	7	\$74.35	\$520.45
System Sensor STROBE WALL RED FIRE	SRLED	2	\$59.48	\$118.96
Interstate Batteries 12V 7Ah SLA Battery	FAS1075	0	\$17.37	\$0.00

Freight and Handling:

\$425.29

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
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Project Supervision	4.00	185.00	\$740.00
Installation	80.00	165.00	\$13,200.00
Install for Travel	4.00	165.00	\$660.00
			Labor Schedule Subtotal:
			\$14,600.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
FIRE PERMITS, DESIGN, FEES, & SUBMITTAL PACKAGE			\$5,507.14
TBD MATERIALS			\$200.00

Additional Cables and Locks:

2 .Service and Support Schedules

Service and Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
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Wireless Mesh Technology (AES) Radio Communication - Fire	1	WMT-AES-FIRE	\$34.00
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Wireless mesh service for fire alarms includes alarm communication to the STC Monitoring Center utilizing a receiver/transmitter/repeater device designed to connect alarm panel to a private, licensed, mesh radio network. Service includes AES equipment (radio unit, batteries and transformer), and includes normal wear and tear maintenance on AES equipment. AES equipment is owned by STC and service is only provided as a lease. Customer will be billed for maintenance that is not normal wear and tear, and will be billed for a replacement unit if contract is cancelled and equipment is not returned. Customer is responsible to perform their own onsite device and signal testing, for updating their call list and response plan, etc. as changes occur and per contract terms. Alarm monitoring and other services priced separately. Signal strength may be impacted by distance, elevation, and other environmental factors that interfere with RF signals.

SecureStat HQ- Basic	1	SECURESTAT-HQ-BASIC	\$0.00
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SecureStat HQ Basic is an intuitive digital platform that empowers clients to view, measure, and control their entire security program smarter, faster, and from anywhere. Available on the web and through a secure mobile app. SecureStat HQ gives seamless control over security operations. Clients can use SecureStat HQ to make important account changes, request service, view events and customized reports, and more through a single dashboard on our web application and mobile app. Three months of Account Alarm History, Account Detail, Alarm Incident Activity, Open/Close, Site Contact List, and more. One year of Service and Billing data is available for viewing. Five subscription reports per user. Additional SecureStat Services are not available through SecureStat HQ Basic. The client is responsible for updating their call list and response plan as changes occur. Fee per site per panel.

3 .Purchase Investment Summary

Pricing Breakdown

Material Schedule:	\$8,222.15
Labor Schedule:	\$14,600.00
Subcontracting & Cable Schedule:	\$5,707.14
Total:	\$28,529.29

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service and Support Schedule (Monthly per Location): \$34.00

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Client agrees to pay Securitas Technology Corporation this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterly for a period of 5 year(s).

This Proposal is valid for 30 days, unless revoked earlier by Securitas Technology.

Tariff Price Provision:

The parties acknowledge and agree that the imposition of tariffs has or may cause disruption in the supply chain and/or cause price increases. These may be imposed with little or no notice. To account for this possibility, the parties agree that the following provision shall supersede and control over any conflicting provision contained in the contract or Master Services Agreement between the parties.

Securitas Technology may, upon notice to Client (email notice shall be sufficient), increase the prices herein to account for any increase in the prices Securitas Technology pays for the products, hardware, equipment, or other goods referenced herein that occur between the date of this proposal and the date such products, hardware, equipment, or other goods are delivered to Client. Client agrees to pay such increased prices in accordance with the payment terms set forth herein.

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

Email: alan.carroll@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Securitas Technology Corporation

Company

4500 3rd Ave SE

Lacey WA98509

Address

Alan Carroll, Sr. Account Executive

Account Representative Name & Title

Securitas Technology Corporation Management

Securitas Technology Corporation Date

Management Signature

Buyer:

HOQUIAM TIMBERLAND LIBRARY

Trade, partnership or corporate name if different from above.

420 7TH ST

HOQUIAM WA 98550

Address

BRIAN SHAY

Name & Title

Authorized Signature Date

4. Sustainability Summary



Securitas Technology is working together with our clients and industry partners for a more sustainable future.

This proposal includes a CO₂ equivalent (CO₂e) calculation so that you can better understand the environmental footprint of the proposed solution. Contact us if you would like to discuss other more sustainable options.

Manufacturer	Part Number	Qty	Annual CO ₂ e (lbs.)
Fire Lite	ES-50X	1	2779.241 lbs.
Ditek	DTK-120HWLOK	1	356.313 lbs.
Securitas	7707P-88-ULP-M	1	Not Available
Fire Lite	ANN-80	1	7.126 lbs.
Fire Lite	SD365	22	1254.22 lbs.
Fire Lite	H365	4	855.152 lbs.
Honeywell	BG12LXSP	6	Not Available
Fire Lite	MMF-300	1	327.808 lbs.
Fire Lite	CRF-300	4	Not Available
Mier	BW-DOCBOX	1	Not Available
System Sensor	P2RLED	7	Not Available
System Sensor	SRLED	2	Not Available
Interstate Batteries	FAS1075	0	Not Available
			Annual Total : 5,579.86 lbs.

This is equivalent to these offset actions:²

- CO₂ sequestered annually by **2.96 acres of mature forest**
- CO₂ avoided through **0.89 tons of waste recycled instead of landfilled**

¹Annual emissions are calculated based on energy consumption for the solution in use 24 hours a day, multiplied by the emissions factor for electricity generated in the United States.

²Source: Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is made and entered into on 11-13-2025 (the “**Effective Date**”) by and between Securitas Technology Corporation, with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 (“**Company**”) and HOQUIAM TIMBERLAND LIBRARY, with its principal place of business located at 420 7TH ST, HOQUIAM, WA, 98550 (herein after referred to as **Client**”).

1. **System and Services.**

Company agrees to sell, install, monitor and/or repair (collectively and individually referred to as “**Services**”) security systems and the components comprising such systems (collectively and individually referred to as “**System(s)**”) as described in an “**Ordering Document**”, which can include but is not limited to a Schedule of Service and Protection, Schedule of Installation and Services, purchase order or statement of work, as accepted by Company during the term of this Agreement and at various premises of Client. Each Ordering Document, once submitted by Client and accepted by Company, will become part of and governed by this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8:00 a.m. to 5:00 p.m. (local time to where the work is performed) Monday through Friday, excluding Company holidays (“**Company’s Normal Working Hours**”), at Company’s then current rates. The terms of this Agreement shall apply only to Systems and Services at locations identified on an Ordering Document under this Agreement. If Client has existing agreements related to Company-provided Systems and/or Services, the terms and conditions of this Agreement shall cancel and supersede all such prior agreements, whether oral or written. Any Ordering Documents under those agreements shall now be governed by the terms and conditions of this Agreement.

2. **Term, Renewal, and Expiration.**

This Agreement is effective as of its execution date and, for use of the System and services, shall have an initial term beginning on the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months after the Effective Date (the “**Initial Term**”). Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law, in which case the Agreement will renew from month to month (any such term being a “**Renewal Term**”), unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term or the Renewal Term. This Agreement shall control all new locations specified in any Ordering Document for a period of sixty (60) months from the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months thereafter and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the expiration date of the then-current Initial Term or Renewal Term. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of Company and the Client, as to the providing of services to any such Ordering Document locations.

3. **Acceptance and Transfer of Title.**

Title, risk of loss, and the right to use a System will pass to Client upon Client’s Acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Client. Client will be deemed to have accepted the Systems provided hereunder according to the following (“**Acceptance**”):

- A. **Acceptance of Installed Systems.** For an installed System, Client shall have ten (10) days (unless a longer period of time is specified in the applicable Ordering Document) following the completion of installation of the System(s) and Company’s determination that the System is in operable condition, capable of functioning according to Company’s standards and specifications, and communicating with Company’s central station(s)/monitoring center(s) (collectively “**Client Service Center**” or “**Center**”) (if applicable) to accept the System (the “**Acceptance Period**”). If Client accepts the System, Client shall execute Company’s Certificate of Completion or other user acceptance document (each a “**COC**”). If the System does not materially comply with the Ordering Document, Client may deny Acceptance by providing a written notice specifying in detail the reasons the System fails to meet the relevant criteria (“**Deficiency Notice**”). Company will correct any material deficiencies and will retender the System to Client for review and approval as soon as reasonably practicable. The foregoing described process shall repeat until Company corrects all material deficiencies and the System materially complies with the Ordering Document. If no Deficiency Notice is received by Company within the Acceptance Period, or if the System is utilized for purposes other than testing, regardless of whether Client executes Company’s COC, the System shall be deemed accepted by Client. Company shall have no obligation to allow return or grant a refund for any part of a System that has been accepted by Client.
- B. **Acceptance of Shipped Orders (no installation included).** For a shipped order that does not include installation (a.k.a. a box sale), Client’s Acceptance shall be deemed to occur, and title and risk of loss shall transfer to Client, upon the System being shipped from Company’s shipping point to Client’s location.

4. **Payment and Pricing Adjustments.**

- A. **Payment.** Client agrees to pay Company:
 - i. for the sale and installation of the System as provided in the applicable Ordering Document;

- ii. for any System that is not purchased outright (a “**Leased System**”), Client acknowledges that the cost of the Leased System and installation labor is incorporated into the monthly fees set forth on the Ordering Document. Following the expiration of the Initial Term of the relevant Ordering Document, Client may contact Company to request a buy-out of the Leased System, whereby ownership of the Leased System would be transferred to Client, and to renegotiate the monthly fee. Unless and until a buy-out occurs, Company retains ownership of a Leased System. Client hereby authorizes Company to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Client’s behalf and to file such documents in all places where necessary to perfect Company’s interest in the Leased System. Client agrees to execute any such instruments as Company may request from time to time;
 - iii. for the monitoring, servicing and/or repairing of the System as provided in an Ordering Document, commencing from the date of Client’s Acceptance; and
 - iv. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due Quarterly, in advance, commencing from the first day of the month following the date of Client’s Acceptance.
- B. Payment Terms, Collections. Payments are due thirty (30) days from the invoice date. Failure to pay amounts when due shall give Company the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. Should Company be required to retain an attorney or file suit with respect to collection of any amounts due, Client shall be responsible for payment of Company’s attorney fees and expenses related to such collection efforts. Company reserves the right, upon seven (7) days written notice to Client, to suspend all services while Client’s account is delinquent.
- C. Progress Billing. If the price of a single project exceeds fifty thousand dollars (\$50,000.00), Company shall have the right to submit invoices for progress payments based on percentage of work completed for such project.
- D. Pricing Adjustments. Company shall have the right to make any or all of the following pricing adjustments subject to the limitations set forth below:
- i. Client agrees that at any time following expiration of (12) months from the Effective Date of this Agreement or from the date of Client’s Acceptance of a System at a new location, Company may increase the monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. If Company increases the monthly charges by an amount greater than nine percent (9%), Client’s sole remedy with respect to such increase is to terminate this Agreement upon written notice to Company within fifteen (15) days of the earlier of the first invoice reflecting such increase or any other notification to Client of the increase.
 - ii. Company reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to equipment, fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the “**CPI**”) increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI.
 - iii. Company reserves the right to increase any pricing, after an Ordering Document is executed, to the extent that the price to Company of such item has been increased by Company’s supplier. Client’s sole remedy with respect to such an increase is to cancel the subject Ordering Document.
- 5. Miscellaneous Charges and Increase in Charges.**
- A. The prices given to Client are exclusive of taxes and Client shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to Company for facilities required for transmission of signals under this Agreement.
 - B. At Company’s option, a fee may be charged for any unnecessary service run or false alarm. If either Client or Company is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Client shall pay the full amount of such fine or penalty. If, following an investigation at Client’s request, it is mutually agreed that a false alarm was caused by Company, the amount of the fine or penalty paid by Client shall be credited to Client’s account. Should the System excessively signal Company’s monitoring facility as a result of any cause other than Company’s sole negligence, Client authorizes Company to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while the Parties investigate the source of the excessive signaling.
 - C. The payments set forth in the Ordering Document may include telephone company line charges, if required. Company may immediately increase its monthly charges to reflect such increased line charges for the Client facility covered by this Agreement. Client shall also pay any telephone company toll line charges incurred by the operation of the System.
 - D. Installation charges set forth in an Ordering Document assume installation will be performed during Company’s Normal Working Hours and using its own personnel. If Client requests the installation or any part thereof to be performed outside of Company Normal Working Hours, or by Client specified contractors, or if Company’s wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
 - E. If any governmental agency, or any updated technology standards (including but not limited to cellular signal sunset), require any changes in the System originally installed for compliance requirements and/or continued functionality, Client agrees to pay for such changes. It is Client’s responsibility to obtain all alarm use permits required by the local jurisdiction.
 - F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Client request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at Company’s initial survey and for delays other than caused by Company will be borne by Client at Company’s then current rates.
 - G. Client shall pay the greater of (i) any penalties or charges incurred by Company; (ii) \$25.00, or (iii) the maximum amount permitted by law; in relation to any not-sufficient-funds (NSF) check submitted by Client.

- H. Invoices to Client shall be provided electronically unless otherwise requested by Client. A nominal fee, not to exceed three dollars (\$3.00), may be charged for each paper invoice mailed.
- I. Company may make periodic searches at credit reporting agencies and fraud prevention agencies and reserves the right to change payment terms based upon information obtained in the searches.

6. Liquidated Damages and Company's Limits of Liability.

- A. THE PARTIES AGREE THAT (I) COMPANY IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY; (II) THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY LOCATED ON CLIENT'S PREMISES; (III) COMPANY IS NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NON-FUNCTION OF ANY SYSTEM PROVIDED OR SERVICED BY COMPANY, NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING ASPECTS OF THE SERVICE, AND NOT LIABLE FOR LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING, IN EACH CASE EVEN IF DUE TO COMPANY'S NEGLIGENCE OR FAILURE OF PERFORMANCE; (V) COMPANY IS NOT AN INSURER; AND (VI) INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON CLIENT'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY CLIENT. CLIENT UNDERSTANDS THAT (A) IT IS CLIENT'S DUTY TO PURCHASE SUCH INSURANCE; AND (B) COMPANY OFFERS SEVERAL LEVELS OF PROTECTION AND SERVICES AND THAT THE SYSTEM AND/OR SERVICE DESCRIBED IN THE ORDERING DOCUMENT HAS BEEN CHOSEN BY CLIENT AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS AND THE RELATED COSTS. THIS AGREEMENT SHALL CONFER NO RIGHTS ON THE PART OF ANY PERSON OR ENTITY THAT IS NOT A PARTY HERETO, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE, WITH THE EXCEPTION OF THIRD PARTIES IDENTIFIED IN THIS SECTION 6.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CLIENT DATA, INABILITY OF COMPANY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF SECTION 6(A) IS JUDICIALLY DETERMINED TO BE INVALID, UNENFORCEABLE, OR IS OTHERWISE NOT ENFORCED, AND ANY LIABILITY IS JUDICIALLY IMPOSED ON COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, COMPANY'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE COMPANY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CLIENT WISHES COMPANY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM COMPANY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH COMPANY AS AN INSURER.
- C. IN NO EVENT WILL COMPANY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OF REVENUE, COST OF COVER, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.
- D. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.
- E. BECAUSE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS ON ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO CLIENT'S OWN PROPERTY OR THE PROPERTY OF OTHERS ON ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS COMPANY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY COMPANY OF ANY SERVICE PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.
- F. WITH RESPECT TO LEASED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY COMPANY'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- G. THIS SECTION 6 SHALL APPLY TO ANY OTHER COMPANY OR ENTITY, AND THE WORK IT PERFORMS, WHICH FURNISHES, AS A SUBCONTRACTOR OR OTHERWISE, ANY INSTALLATION, REPAIRS, MAINTENANCE, MONITORING OR OTHER SERVICES PROVIDED HEREUNDER.

7. Limited Equipment Warranty.

- A. Where Client purchases a System under this Agreement, unless Client has purchased a service plan that commences from the date of installation, Company warrants to Client that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of Acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Company's sole option, free of charge. Warranty repair is provided during Company's Normal Working Hours. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions,

alternations, abuse, misuse or tampering of the System by the Client (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by Company or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Client's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of Company. If inspection by Company fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Client's expense and Company's regular service charges will apply.

- B. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, COMPANY MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OR USAGE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR QUIET ENJOYMENT AND ANY WARRANTY THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. COMPANY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.
- C. STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. Software License.

Client's use of any computer application, program, and/or documentation (collectively "Software") provided hereunder is owned by Company, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions, and is governed by the terms and conditions of any license included in or with such software (including but not limited to a click-wrap or shrink-wrap agreement) or as appears on a web site as of the date that the Client signs the Ordering Document referencing this Agreement. If Client does not agree to abide by such terms, then Client should not install or use such Software. Any breach of this Agreement will automatically terminate the Client's right to use the software. Client may not copy the software other than in accordance with the terms and conditions of the applicable end user software license agreement. Client may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Client acknowledges that any breach of this Section 8 shall result in irreparable injury to Company for which the amount of damages would be unascertainable. Therefore, Company may, in addition to pursuing any and all remedies provided by law, seek an injunction against Client from any court having jurisdiction, restraining any violation of this Section 8.

9. Further Obligations of Client.

- A. Client, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Company's requirements, and telephone company interconnection jacks, if required.
- B. Client shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment, or otherwise interfere with System(s) installed by Company, nor shall Client permit the same to be done by others. It is further agreed that CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM ARISING OUT OF THE FOREGOING, and that if any work is required to be performed by Company due to Client's breach of the foregoing obligations, Client will pay Company for such work in accordance with Company's then current prevailing charges.
- C. For those premises where Company is to provide monitoring services, Client shall be solely responsible for providing to and updating Company with the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Client during scheduled closed periods, instructions on order of contacting individuals and authorities in case of an alarm signal or other type of signal, an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information ("**Action Plan**"). Client agrees that telephone calls and video received or transmitted by the Client Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Company. Client consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.
- D. Client is solely responsible for activating any intrusion alarm System at such times as Client shall close its premises. Client shall regularly test its System(s), including conducting walk tests of any motion detection equipment, and shall immediately report to Company any claimed inadequacy in, or failure of, any System.
- E. Client shall permit Company access to the premises for any reason arising out of, or in connection with, Company's rights or obligations under this Agreement.
- F. At any time during the Initial Term of this Agreement or any Renewal Term, Company may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition. In such event, upon receipt of written notice or such determination from Company, Client shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by Company (if Company is able to do so) on a time and materials basis.
- G. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Company, any repairs or replacement shall be paid for by Client (ordinary wear and tear excepted in the case of a Leased System).
- H. Client represents and warrants that Client is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Client shall indemnify and hold Company harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Company's inability to recover Leased System components when Client moves out of the premises.
- I. For those premises where Company is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Client warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Client's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Company's signaling devices. Client further agrees to furnish any necessary water through Client's meter and at Client's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- J. For those premises where the System transmits video Client shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or

intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

- K. It is mutually agreed that the Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Client's premises.
- L. Client represents that, except to the extent it has given Company written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Client) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Company's reasonable control and Company shall not start, or continue, to perform its work under this Agreement until Client has remedied the unsafe or unlawful condition at Client's sole expense. CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CLIENT DISCLOSED SUCH MATERIALS TO COMPANY). Client further represents that it is not subject to any economic or trade sanctions and will immediately notify Company if it becomes subject to such sanctions, in which event Company shall be entitled to immediately terminate this Agreement.

10. Obligations of Company; Limitations.

- A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, pandemics, epidemics, supply chain issues and shortages, or any cause beyond the control of such party, including interruptions in internet, telephone, or other telecommunications service (each a "Force Majeure"). Company will not be required to perform installation or supply service to Client while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.
- B. For those premises where monitoring service is provided, Company, upon receipt of an alarm signal from Client's premises, shall (unless previously instructed otherwise by Client), follow the Action Plan. If no Action Plan is in place, Company shall make a reasonable effort to notify Client and/or the pertinent authorities of the alarm, with the exception that Company shall clear the alarm signal if, through video or audio verification, Company determines an emergency does not exist.
- C. Company reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals, unless expressly prohibited by local authorities. If Client requires phone notification for non-emergency signals, Client agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Client.
- D. Company may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Company and Client are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Company reserves the right to discontinue or change any particular response service due to such governmental requirements or any insurance requirements without notice. Client consents to the tape and video recording of telephonic and video communications between Client's premises and Company, and Client will inform its employees and third parties that such recordings are authorized. If Client's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Client agrees to subscribe to such service if provided by Company, or otherwise comply with such requirements, and an additional fee may apply for such services.
- E. If a service plan or software support option is purchased by Client, Company will provide and install software updates during Company's Normal Working Hours, as they become commercially available. Software updates that do not apply to the Client's current operations, as determined by Company and the OEM, will not be installed by Company. Software upgrades shall be made available for purchase. In the event the Client elects to have someone other than Company install a software update or upgrade, Client shall assume any and all liability for damage caused pursuant to the installation. Service and updates for third party software not supplied by Company are excluded from this Agreement.

11. Communication Limitations.

- A. Client understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Client Service Center there may be times when that communication method is not able to transmit signals and Company will not receive alarm signals. Digital communicators use standard telephone lines and Company does not receive signals when the telephone systems become non-operational or the telephone line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, or any Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Client understands that Company offers several levels of communication methods of alarm signals to the Client Service Center and that the services described on the Ordering Document have been chosen by Client after considering and balancing the levels of protection afforded by various communication methods and the related costs. Client acknowledges and agrees that Client is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Company's control and are maintained and serviced, solely by the applicable carrier or provider. Client agrees to reimburse Company for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Client agrees to notify Company if Client has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- B. For those premises where card access security is provided, Company assumes no responsibility or liability for lost or stolen access cards.
- C. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Company's agents, nor does Company assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- D. Company shall not be responsible for the replacement of equipment or parts no longer commercially available to Company.

12. Title to Equipment and Use of Leased Equipment.

- A. If Client purchases a System, Client agrees that Company retains a security interest in the System until the full purchase price is paid.
- B. Any Leased System installed on the Client's premises shall at all times remain solely the property of Company and Client agrees not to permit the attachment thereto of any equipment not furnished by Company. It is further understood and agreed that Company may remove, disable, or abandon all or any part of the Leased System, including all wiring installed by Company upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal, disablement, or abandonment shall not be held to constitute a waiver of the right of Company to collect any charges which have accrued hereunder. Client shall have no right, title or interest in the Leased System outside of the leasehold interest created by the Ordering Documents.
- C. Client shall keep all Leased Systems at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Client shall give Company immediate notice of any such attachment or other judicial process affecting any of the equipment. Without Company's written permission, Client shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without Company's prior written consent, then all the new equipment shall become equipment owned by Company subject to this Agreement and the applicable Schedule.

13. Termination.

- A. Company may terminate this Agreement:
 - i. Immediately, upon written notice, in the event Client defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written notice by Company of such default. If Company terminates under this Section 13(A)(i), the balance of all monies due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
 - ii. immediately, upon written notice, in the event the Client Service Center, the telephone lines, wires, or Company's equipment within Client premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises; or
 - iii. as provided in Section 2 relating to expiration.
- B. Client may terminate this Agreement:
 - i. immediately, upon written notice for any individual location in the event the Client location is, by any cause beyond the control of Client, destroyed or so substantially damaged that it is commercially impractical for Client to continue any operations at such location;
 - ii. if Company materially breaches this Agreement, and such material breach is not cured within thirty (30) days of written notification by Client of such material breach;
 - iii. as provided in Section 2 relating to expiration.
- C. In the event of any termination under this Section 13,
 - i. if Client is using Leased Equipment, Client must pay Company all payments remaining to be made under this Agreement through its scheduled expiration;
 - ii. Client shall permit Company access to Client's premises in order to deactivate any signaling device, and/or to remove or disable the System pursuant to Section 12;
 - iii. written notification by facsimile, U.S. mail or by courier shall be acceptable.
- D. The provisions that by their express terms or nature continue and surviving, including the payment and taxes terms, the limitation on liability, consequential damages waiver, warranty disclaimer, insurance and waiver of subrogation, severability and savings, jury trial waiver, entire agreement and governing law provision, will survive any termination, expiration or cancellation of this Agreement.

14. Assignment.

This Agreement and the rights hereunder are not assignable by the Client, except upon written consent of Company first being obtained. Company shall have the right to assign its rights under this Agreement without the consent of, but with notification to, the Client. Any attempted assignment in violation of this Section 14 is void.

15. Subcontracting.

Company may, in its sole discretion, subcontract any of Company's obligations under this Agreement.

16. Insurance and Waiver of Subrogation.

Client shall obtain, and maintain, insurance coverage and/or an appropriate self-insurance program to cover all losses, damage, or injury Client may sustain in security-related incidents. Client shall look solely to its insurer for recovery of security incident related losses and hereby waives any and all claims for such losses against Company. Client agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

17. Severability and Savings.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

18. Non-Solicitation.

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity

having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through independent recruiters who contact a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

19. Electronic Signature.

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

20. Choice of Law.

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21. Waivers.

- A. Jury Trial Waiver. Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.
- B. Terrorism Waiver. In no event will either Party or its insurers be liable to the other Party for loss or damage arising from or related to any acts of terrorism. The Parties intend for this waiver to "flow down" to their respective contractors.

22. Confidentiality

- A. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party non-public information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that the receiving party knows or reasonably should know is confidential to the disclosing party or its affiliates, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (d) independently developed by the receiving party.
- B. Non-Disclosure. The receiving party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.
- C. Return or Destruction. On the expiration or termination of this Agreement, the receiving party shall, to the extent practicable, promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.

23. Miscellaneous

- A. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement, which shall be considered as a whole.
- B. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."
- C. Any written notifications to Company shall be directed to 3800 Tabs Drive, Uniontown OH 44685, Attn: Counsel. Any written notifications to Client shall be directed to the address identified in the first paragraph of this Agreement.

24. Entire Agreement.

This Agreement, including any attached Ordering Documents and Exhibits (which are incorporated by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to such subject matter. This Agreement may not be changed, modified, or varied except in a writing that both identifies itself as an amendment to this Agreement and is signed by an authorized representative of Company. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Client. Client hereby acknowledges that Client has read this entire Agreement and agrees to be bound by all its terms and conditions.

IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

Company is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. Company shall provide Client a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Company shall thoroughly instruct Client in the proper use of the alarm system. Company reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, Company must provide notice to Client and record the lien and/or payment bonds (if applicable) in accordance with California law. Client has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): _____

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this agreement by their signatures below on the dates indicated:

SECURITAS TECHNOLOGY CORPORATION

Client: HOQUIAM TIMBERLAND LIBRARY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



HOQUIAM FIRE DEPARTMENT

Matt Miller, Fire Chief

Nick Falley, Assistant Fire Chief/Fire Marshal

Report From Officer

DATE: December 8, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Matt Miller, Fire Chief
SUBJECT: Hoquiam Fire Department order of Multi-Mission Gear

The Fire Department would like to order multiple sets of Multi-Mission gear, structural firefighting gloves and hoods.

Reimbursement funds for this project will come from a Washington State L&I Firefighter Injury and Illness Reduction program. The grant award is \$25,000. Additional funds will come from our Personal Protective Equipment budget. If approved, the City will be able to take advantage of discounts and buying power by utilizing Sourcewell.

The quote received with sales tax is \$25,402.18

Recommendation:

Staff recommends that the Council approve the gear purchase.

Ph: 206-622-2875
 TF: 800-426-6633
nwsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Northwest Division
 6507 South 208th Street
 Kent, WA 98032
www.LNCurtis.com

Quotation

CUSTOMER: Hoquiam City Fire Department WA 625 8th Street Hoquiam WA 98550-3522	SHIP TO: Hoquiam City Fire Department WA 625 8th Street Hoquiam WA 98550-3522	QUOTATION NO. 359547	ISSUED DATE 12/02/2025	EXPIRATION DATE 12/31/2025
		SALESPERSON Chris Mackey cmackey@lncurtis.com 206-915-7397	CUSTOMER SERVICE REP Trish Cross tcross@lncurtis.com 206-596-7909	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Brandon Ray	C2827	Net 30	SW-PPE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

SPECIAL INSTRUCTIONS
 Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning
 Member # 25920

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	19	EA	5805975-26-FL-L-R PGI	Lar/Reg Tan 6oz nomeX Multi Mission Field Coat * With Lime/Yel Silver Triple Trim	SFR	\$578.00	\$10,982.00

With FL-23 - 3" Lime/Yellow Letters - Heat Transfer on Back to read "HOQUIAM FIRE"

Oversize Charges:
 **Add 10% for 2XLarge (50-52), and add 20% for 3XLarge (54-56).



LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
2	19	PR	7805975-26-FL-L-R PGI	Large/Regular Tan 6oz Nomex IIIA Multi Mission Dual-Certified Pants * Lime-Yellow / Silver Reflective Scotchlite Triple Trim **With Squish Knee Option - Add \$72.90 Oversize Charges: Waist: Add 10% for 2XLarge (43"-46"), and add 20% for 3XLarge (47"-50"). . Inseam: Add 10% for 2XLong (36"), and add 20% for 3XLong (38"). Will need to call vendor for anything above these sizes.	SFR	\$563.05	\$10,697.95
3	1	EA	39707-00-194071 PGI	Cobra BarriAire Gold Hood, Extended Bib Comprehensive Particulate Coverage, including Front and Back Bib	SFR	\$127.45	\$127.45
4	7	PR	FC-C6000-L FIRECRAFT	Large 76W Redline Structural Fire Fighting Gloves, Gauntlet, Meets NFPA 1971	SFR	\$101.25	\$708.75
5	6	PR	FC-C6000-M FIRECRAFT	Medium 76N Redline Structural Fire Fighting Gloves, Gauntlet, Meets Meets NFPA	SFR	\$101.25	\$607.50
6	2	PR	FC-C6000-XL FIRECRAFT	XLarge 82N Redline Structural Fire Fighting Gloves, Gauntlet, Meets Meets NFPA	SFR	\$101.25	\$202.50

Ph: 206-622-2875
TF: 800-426-6633
nwsales@lncurtis.com
UEI#: DDLSADSWN7U7



Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing generally remains firm until 12/31/2025. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$23,326.15
Estimated Tax Total	\$2,076.03
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$25,402.18

[View Terms of Sale and Return Policy](#)

ORDINANCE NO. _____

AN ORDINANCE fixing the compensation of all employees of the City of Hoquiam from and after January 1, 2026; and repealing Ordinance No. 2024-12.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. The employees of the City, from and after January 1, 2026, shall receive monthly salaries and wages provided in the 2026 Salary Schedule attached to and made a part of this Ordinance by reference.

SECTION 2. Ordinance No. 2024-12 is hereby repealed.

Passed by the City Council and approved by the Mayor on _____.

Ben Winkelman – Mayor

ATTEST:

Corrine Schmid, Finance Director

PUBLISHED:

CITY OF HOQUIAM 2026 MONTHLY SALARY SCHEDULE

LEGISLATIVE

Mayor	\$840
Councilmembers	\$275

AFSCME	A	B	C	D	E
Account Clerk I	4,536	4,718	4,900	5,099	5,303
Account Clerk II	4,855	5,052	5,245	5,463	5,676
Accounts Payable	4,925	5,124	5,320	5,541	5,758
Animal Control	5,095	5,283	5,492	5,717	5,949
Bldg/Code Comp	5,227	5,441	5,657	5,889	6,128
Building Official	6,344	6,627	6,931	7,241	7,567
Comm Dev Technician	4,739	4,931	5,119	5,332	5,540
Comm Serv Coord	5,255	5,455	5,679	5,904	6,146
Court Clerk	4,739	4,931	5,119	5,332	5,540
Court Clerk/Code Compl	4,861	5,059	5,255	5,472	5,693
Crew Lead	6,349	6,609	6,879	7,145	7,450
Cross Connection Specialist	5,404	5,626	5,849	6,089	6,336
Electrician I	6,328	6,618	6,914	7,230	7,558
Electrician II	6,645	6,976	7,326	7,692	8,076
Equipment Operator I	5,093	5,295	5,506	5,729	5,957
Equipment Operator II	5,475	5,695	5,928	6,162	6,422
Lead Sewer Plant Oper	6,353	6,616	6,879	7,160	7,451
Lead Water Plant Oper	6,353	6,616	6,879	7,160	7,451
Maintenance I	4,679	4,859	5,060	5,258	5,476
Maintenance II	5,079	5,288	5,498	5,724	5,957
Mechanic II	5,421	5,658	5,916	6,180	6,465
Meter Reader	4,587	4,772	4,954	5,159	5,361
Navigator (Grant Funded)					5,949
Payroll	5,041	5,245	5,446	5,672	5,894
Planner	5,492	5,717	5,951	6,199	6,454
Police Office Manager	4,861	5,059	5,255	5,472	5,693
Police Records Clerk	4,624	4,810	4,996	5,199	5,407
Police Services Officer	5,277	5,494	5,712	5,946	6,187
Public Works Superintendent	8,032	8,368	8,715	9,065	9,442
Sewer Plant Operator	5,633	5,871	6,102	6,350	6,613
Water Plant Operator	5,633	5,871	6,102	6,350	6,613

CITY OF HOQUIAM 2026 MONTHLY SALARY SCHEDULE

FIREFIGHTERS	1	2	3	4	5	
Firefighter	6,276	6,856	7,349	7,550	7,865	
Engineer	8,022					
Captain	8,887					
Headquarters Captain	9,243					
POLICE	A	B	C	D	E	F
Patrol Officer	7,182	7,543	7,919	8,315	8,729	9,168
Sergeant	9,640	10,107	10,613			
ADMINISTRATION	1	2	3	4	5	
City Administrator	15,596	16,376	17,194	18,054	18,957	
City Attorney	13,512	14,188	14,897	15,642	16,424	
Police Chief	13,064	13,717	14,403	15,123	15,879	
Fire Chief	13,064	13,717	14,403	15,123	15,879	
Fin Director	13,064	13,717	14,403	15,123	15,879	
Asst Finance Director	9,668	10,151	10,659	11,192	11,751	
Deputy Fire Chief	11,757	12,345	12,962	13,611	14,291	
Deputy Police Chief	11,757	12,345	12,962	13,611	14,291	

If the City of Hoquiam contracts to provide administrative services with a local city or government organization, the Mayor is authorized to establish an additional stipend for the administrative employee(s) assigned the additional duties.

No administrator may be moved more than two steps on the salary schedule within a year by the Mayor without consulting the city council.

If an administrator is not moved up a step within 2 years, the Mayor must consult with the city council.

NON-UNION, CONTRACT AND/OR PART TIME EMPLOYEES

Adm Sec/Legal Asst	Salary same as for Account Clerk II under AFSCME
Municipal Court Judge	\$4,240 per month
Part Time Workers	Washington State Minimum Hourly Wage up to \$50.00 per hour

ORDINANCE NO. 2025 - _____

AN ORDINANCE relating to zoning; amending Section 10.05.077 of the Hoquiam Municipal Code.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Section 10.05.077 of the Hoquiam Municipal Code is amended to read as follows:

10.05.077 – Marijuana Businesses.

Marijuana processing businesses, marijuana producing businesses and marijuana retailing businesses in the I district shall comply with the following provisions:

- (1) All marijuana businesses shall be state-licensed and comply with all of the standards and requirements for state-licensed marijuana businesses and facilities, with the following exception: Pursuant to RCW 69.50.331(8)(b), the City will permit the licensing of marijuana producing businesses located within 1,000 feet but not less than 500 feet from a recreation center or facility, child care center, public park, public transit center, library, or any game arcade in which admission is not restricted to persons aged 21 years or older.
- (2) No marijuana business shall be allowed as a home occupation.
- (3) No more than one marijuana business shall be located on a single parcel.
- (4) Marijuana production, processing and retail businesses and facilities shall be located fully within a permanent structure designed to comply with the city building code and constructed under a building permit from the city regardless of the size or configuration of the structure.
- (5) No state-licensed marijuana retail business shall be located within one thousand feet, measured as the shortest straight line distance, from property line to property line, of the perimeter of a parcel which has on it a state-licensed marijuana production or processing business, nor shall a state-licensed marijuana production or processing business be located within one thousand feet of the perimeter of a parcel which has on it a state-licensed marijuana retail business.
- (6) No production, processing or distribution or delivery of marijuana may be visible from the outside of the structure through windows or otherwise.
- (7) All fertilizers, chemicals, gases and hazardous materials shall be handled in compliance with all applicable local, state and federal regulations. No fertilizers, chemicals, gases or hazardous materials shall be allowed to enter a sanitary sewer or stormwater sewer system nor be released into the atmosphere outside of the structure where the business is located.

ADOPTED by the Mayor and City Council on _____.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

RESOLUTION NO. 2025 – _____

A **RESOLUTION** declaring certain personal property owned by the City to be surplus items pursuant to Hoquiam Municipal Code Sections 1.64.005, 1.64.010 and 1.64.020.

WHEREAS, the City of Hoquiam has in its possession several items which are broken, inoperable and unrepairable, and which the City and the Fire Department have determined are not material to nor needed in the operation of the City of Hoquiam.

NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The following items are inoperable and unrepairable, or obsolete, and have no material value, and are hereby declared to be surplus and no longer material to nor needed in the operations of the City of Hoquiam or the Hoquiam Fire Department:

<u>Item</u>	<u>Serial Number</u>	<u>City Inventory Number</u>	<u>Reason for Surplus</u>
Paper Shredder	None	1408	Quit Working – Broken
Cell Phone	FFWD279HKXKN	1437	New Phone Service
Cell Phone	616518022	1454	New Phone Service
Cell Phone	616518030	1455	New Phone Service
Cell Phone	FFNZT2EDJC6C	1472	New Phone Service
Cell Phone	FFPVNB3AJC6C	1499	New Phone Service
Milwaukee Tool Battery	G09CD213206570	1504	Broken

SECTION 2. The Finance Director is hereby authorized and instructed to discard, dispose or “scrap” the items listed in Section 1 above, which have no material value.

ADOPTED by the Mayor and City Council on December 8, 2025.

BEN WINKELMAN – Mayor

ATTEST:

CORRINE SCHMID – Finance Director

CITY OF HOQUIAM
AGREEMENT FOR PUBLIC DEFENSE SERVICES

THIS AGREEMENT is made this _____ day of December, 2025, between the CITY OF HOQUIAM, a municipal corporation, hereinafter referred to as the "City," and SOUND DEFENDERS (TASCHNER & ASSOCIATES, PLLC), hereinafter referred to as the "Public Defender", for the purpose of providing the public defense services to indigent persons charged with criminal offenses in the Hoquiam Municipal Court.

1. MUNICIPAL COURT ESTABLISHED. Pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington and the Hoquiam Municipal Code, the City has established the Municipal Court of the City of Hoquiam. Such Court has jurisdiction and shall exercise all powers declared and authorized by said statutes and ordinances to be vested in municipal courts, together with such other powers and jurisdiction as are generally conferred upon such courts in the State of Washington, either by common law or by express statute or ordinance.

2. DESCRIPTION OF SERVICES. Public Defender agrees to provide public defense services to persons who are charged with a criminal offense in the Hoquiam Municipal Court and have been found to be indigent according to the standards for determining indigency established by Washington State law and court rule. The public defense services provided by Public Defender shall be in accordance with the "Standards for Public Defense Services" adopted by the City in Resolution No. 13-24, a true and correct copy of which is attached hereto and incorporated herein by reference. Public Defender warrants that he and every attorney employed by him to perform services under this contract, has read and is fully familiar with said standards. Compliance with these standards goes to the essence of this Agreement. Public Defender, and every attorney performing public defense services under this Agreement shall certify quarterly with the Hoquiam Municipal Court on the form established for this purpose that he is in compliance with CrRLJ 3.1(d)(4). The caseload of Public Defender shall not exceed the number of misdemeanor cases established by the Washington State Supreme Court, but said caseload shall be at least, but no more than two-hundred (200) unweighted cases.

3. COMPENSATION. As compensation for public defense services provided herein, the City agrees to compensate Public Defender in the amount of \$6,354.00 per month, during the calendar year 2026, and \$6,800.00 per month during the calendar year 2027. Administrative costs associated with providing legal representation under this Agreement are included in the compensation paid to Public Defender. These administrative costs include costs necessarily incurred in the day-to-day performance of the public defense services, such as postage, telephone costs, routine supplies, secretarial and other staff costs. This compensation does not include reasonable compensation for expert witnesses necessary to preparation and/or presentation of a defense case, which shall be provided by the court upon granting of an ex parte motion. In the event of a conflict of interest, Public Defender shall *not* be required to compensate a new substitute attorney out of his own funds.

4. HOURS AND DATES OF COURT. The hours of the court shall be as follows : Morning court sessions shall be from 9:00 a.m. until the morning docket is completed. Afternoon court sessions shall be from 1:30 until the afternoon docket is completed. The dates of court shall be established by the court on before the first day of January of each year, and shall take place on Tuesdays. Normally, Public Defender shall appear on Tuesday afternoons. However, from time-to-time, it will be necessary for Public Defender to appear on other Tuesdays, during morning court sessions, when defendants are in the custody of the City and need to have an expedited hearing. Public Defender shall appear at such times if he is available. Public Defender shall also appear for bench or jury trials scheduled in his/her cases, which may be scheduled on a day other than a Tuesday.

5. ASSIGNMENT AND SUB-CONTRACTING. This Agreement shall not be assigned and Public Defender shall not sub-contract with another attorney or firm to provide legal representation under this Agreement.

6. NON-DISCRIMINATION. Neither Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability, discriminate against any person in their hiring practices or in their representation of clients. Public Defender shall comply with all federal, state and local non-discrimination requirements.

7. MODIFICATION. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

8. LICENSING. Public Defender agrees to comply with all applicable state or municipal standards for licensing, certification, and accreditation, if any, necessary for service as a Public Defender.

9. ADMINISTRATION. The city official responsible for administering this agreement shall be the Hoquiam Municipal Court Judge.

10. TERM. Notwithstanding the date of execution hereof, the term of this agreement shall commence on January 1, 2026, and shall terminate on December 31, 2027, unless otherwise amended by agreement between the parties, or terminated pursuant to Section 12., Termination, below. Public Defender shall continue to represent all Defendants for which he was appointed during the term of this agreement until resolution of their cases.

11. INDEMNIFICATION. Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employers, and representatives from and against any and all claims, costs, judgments, losses, or suits, including Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error, or omissions of Public Defender, his employees or agents.

12. TERMINATION. This Agreement may be terminated for cause, for violation of any material term of this Agreement. "Material term" shall include the failure of Public Defender to render adequate representation to client, the willful disregard of the rights and best interests of clients, and the willful disregard of the Standards for Public Defense Services adopted by the City. "Material term" shall also include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, and a finding that the license to practice law of Public Defender has been suspended or revoked. This Agreement may also be terminated by mutual agreement of the parties, in writing, at any time.

13. ENTIRE AGREEMENT. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal agreements of any officer or other representative of the City, and such statements shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

Dated: _____, 2025.

THE CITY OF HOQUIAM

PUBLIC DEFENDER

By _____
BEN WINKELMAN – Mayor



SEAN TASCHNER, Managing
Attorney – SOUND DEFENDERS



CITY OF HOQUIAM

STANDARDS FOR PUBLIC DEFENSE SERVICES

STANDARD ONE: Compensation

Standard:

Public defense attorneys should be compensated at a rate commensurate with their training and experience. Attorneys who have a conflict of interest shall not be required to compensate the new substituted attorney out of their own funds.

STANDARD TWO: Duties and Responsibilities of Counsel

Standard:

The legal representation plan shall require that defense services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by applicable Washington State Bar Association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. Public defense counsel's primary and most fundamental responsibility is to promote and protect the interests of the client.

STANDARD THREE: Caseload limits and Types of Cases

Standard:

1. The contract shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.
2. The caseload of public defense attorneys shall allow each attorney to give each client the time and effort necessary to ensure effective representation.
3. **Definition of case:** A "case" is defined as the filing of a document with the court naming a person as defendant, to which an attorney is appointed in order to provide representation.
4. **Caseload limits:** The caseload of a public defense attorney shall not exceed the number of misdemeanor cases set by the Washington State Supreme Court, taking into account any "weighting system" adopted by the Hoquiam Municipal Court.

STANDARD FOUR: Responsibility for Expert Witnesses

Standard:

Reasonable compensation for expert witnesses necessary to preparation and/or presentation of the defense case shall be provided. Expert witness fees shall be maintained and allocated from funds separate from those provided for defender services. Requests for expert witnesses should be made through an ex parte motion.

STANDARD FIVE: Administrative Costs

Standard:

1. Contracts for public defense services shall provide that administrative costs associated with providing legal representation are included in the compensation paid to a public defense attorney. These costs include costs necessarily incurred in the day-to-day performance of the public defense contract.
2. Public defense attorneys shall have an office that accommodates confidential meetings with clients and the receipt of mail, and adequate telephone services to ensure prompt response to client contact.

STANDARD SIX: Investigators

Standard:

Public defense attorneys shall use investigative services as appropriate.

STANDARD SEVEN: Support Services

Standard:

Public defense attorneys shall have adequate numbers of secretaries and support staff to effectively perform the public defense services, and shall have access to mental health professionals and interpreters when necessary.

STANDARD EIGHT: Reports of Attorney Activity

Standard:

Each public defense attorney shall be required to prepare and submit in a timely manner to the Hoquiam Municipal Court a "Certification of Compliance" form as specified by Washington State Supreme Court Orders.

A standardized voucher form shall be used by assigned counsel attorneys seeking payment upon completion of a case. For public defense attorneys under contract with the City, payment shall be made monthly, without regard to the number of cases closed in the period.

STANDARD NINE: Training

Standard:

Each public defense attorney shall participate in regular training programs on criminal defense law, including a minimum of seven hours of continuing legal education annually in areas relating to their public defense practice..

STANDARD TEN: Substitution of Counsel

Standard:

A public defense attorney under contract with the City shall not sub-contract with another firm or attorney to provide representation and shall remain directly in the provision of representation. Alternate or conflict counsel shall be available for substitution in conflict situations at no cost to the counsel declaring the conflict.

STANDARD ELEVEN: Limitations on Private Practice

Standard:

Private attorneys who provide public defense representation shall set limits on the amount of privately retained legal work which can be accepted. These limits shall be based on the percentage of a caseload which the public defense cases represent.

STANDARD TWELVE: Qualification of Attorneys

Standard:

In order to assure that indigent accused persons receive the effective assistance of counsel to which they are constitutionally entitled, attorney providing public defense services shall meet the following minimum professional qualifications:

1. Satisfy the minimum requirements for practicing law in Washington State as determined by the Washington State Supreme Court;
2. Be familiar with the ordinances, statutes, court rules, constitutional provisions, and case law relevant to the practice of criminal law;

3. Be familiar with the Washington State Rules of Professional Conduct;
4. Be familiar the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association;
5. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction;
6. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
7. Complete at least seven hours of continuing legal education within each calendar year n the courses relating to their public defense practice.

STANDARD THIRTEEN: Cause for Termination of Public Defense Services Contract

Standard:

Contracts for public defense services shall include the grounds for termination of the contract by the parties. Termination of a contract should only be for good cause. Termination for good cause shall include the failure of the attorney to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of the standards addressed herein.

Removal by the court of counsel from representation normally should not occur over the objection of the attorney and the client.

STANDARD FOURTEEN: Non-Discrimination

Standard:

Neither the City, in its selection of an attorney or firm to provide public defense services, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability. Both the City and the attorney or firm selected to provide public defense services shall comply with all federal, state and local non-discrimination requirements.

STANDARD FIFTEEN: Guidelines for Awarding Defense Contracts

Standard:

The City should award contracts for public defense services only after determining that the attorney or firm selected can meet accepted professional standards. Under no circumstances should a contract

be awarded on the basis of cost alone. Attorneys or firms requesting to be selected must demonstrate their ability to meet these standards. Contracts should only be awarded to attorneys who have at least one year's criminal trial experience in Hoquiam Municipal Court. The City Attorney, the Police Chief, and other law enforcement officials shall not select the attorney or firm who will provide public defense services.

**CITY OF HOQUIAM
AGREEMENT FOR PUBLIC DEFENSE SERVICES**

THIS AGREEMENT is made this _____ day of December, 2025, between the CITY OF HOQUIAM, a municipal corporation, hereinafter referred to as the “City,” and GEOFF ARNOLD, attorney at law, hereinafter referred to as the “Public Defender”, for the purpose of providing the public defense services to indigent persons charged with criminal offenses in the Hoquiam Municipal Court.

1. MUNICIPAL COURT ESTABLISHED. Pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington and the Hoquiam Municipal Code, the City has established the Municipal Court of the City of Hoquiam. Such Court has jurisdiction and shall exercise all powers declared and authorized by said statutes and ordinances to be vested in municipal courts, together with such other powers and jurisdiction as are generally conferred upon such courts in the State of Washington, either by common law or by express statute or ordinance.

2. DESCRIPTION OF SERVICES. Public Defender agrees to provide public defense services to persons who are charged with a criminal offense in the Hoquiam Municipal Court and have been found to be indigent according to the standards for determining indigency established by Washington State law and court rule. The public defense services provided by Public Defender shall be in accordance with the “Standards for Public Defense Services” adopted by the City in Resolution No. 13-24, a true and correct copy of which is attached hereto and incorporated herein by reference. Public Defender warrants that he and every attorney employed by him to perform services under this contract, has read and is fully familiar with said standards. Compliance with these standards goes to the essence of this Agreement. Public Defender, and every attorney performing public defense services under this Agreement shall certify quarterly with the Hoquiam Municipal Court on the form established for this purpose that he is in compliance with Washington Supreme Court Order No. 25700-A and CrRLJ 3.1(d)(4). The caseload of Public Defender shall not exceed the number of misdemeanor cases established by the Washington State Supreme Court, taking into account any “weighting system” adopted by the Hoquiam Municipal Court. Public Defender agrees to provide public defense services to indigent defendants at preliminary appearances and arraignments only. Public Defender will not be required to represent such defendants beyond their preliminary appearances and/or arraignments, as alternative trial counsel will be appointed. It is anticipated that the court will schedule approximately 51 court sessions (always on a Tuesday, usually beginning at 9:00 a.m., but at 1:30 p.m. when a Tuesday follows a Monday Court holiday) per year. Occasionally, Public Defender may be appointed to serve as trial counsel for an indigent defendant who may have a conflict with other Public Defenders.

3. COMPENSATION. As compensation for public defense services provided herein, the City agrees to compensate Public Defender in the amount of \$2,300 per month, beginning January 1, 2026. In the event that Public Defender is appointed to represent an indigent defendant beyond their preliminary appearance and/or arraignment, as trial counsel, Public Defender shall be paid \$275 per case.

4. HOURS AND DATES OF COURT. The hours of the court shall be as follows : Morning court sessions shall be from 9:00 a.m. until the morning docket is completed. The dates of court shall be established by the court on before the first day of January of each year, and shall take place on Tuesdays.

5. ASSIGNMENT AND SUB-CONTRACTING. This Agreement shall not be assigned and Public Defender shall not sub-contract with another attorney or firm to provide legal representation under this Agreement.

6. NON-DISCRIMINATION. Neither Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability, discriminate against any person in their hiring practices or in their representation of clients. Public Defender shall comply with all federal, state and local non-discrimination requirements.

7. MODIFICATION. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

8. LICENSING. Public Defender agrees to comply with all applicable state or municipal standards for licensing, certification, and accreditation, if any, necessary for service as a Public Defender.

9. ADMINISTRATION. The city official responsible for administering this agreement shall be the Hoquiam City Administrator

10. TERM. Notwithstanding the date of execution hereof, the term of this agreement shall commence January 1, 2026, and shall terminate on December 31, 2026, unless otherwise amended by agreement between the parties, or terminated pursuant to Section 12., Termination, below.

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at any time.

13. ENTIRE AGREEMENT. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal agreements of any officer or other representative of the City, and such statements shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

Dated: _____, 2025.

THE CITY OF HOQUIAM

PUBLIC DEFENDER

By _____
BEN WINKELMAN – Mayor

GEOFF ARNOLD – Attorney at Law



CITY OF HOQUIAM

STANDARDS FOR PUBLIC DEFENSE SERVICES

STANDARD ONE: Compensation

Standard:

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1. The contract shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.
2. The caseload of public defense attorneys shall allow each attorney to give each client the time and effort necessary to ensure effective representation.
3. **Definition of case:** A "case" is defined as the filing of a document with the court naming a person as defendant, to which an attorney is appointed in order to provide representation.
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2. Public defense attorneys shall have an office that accommodates confidential meetings with clients and the receipt of mail, and adequate telephone services to ensure prompt response to client contact.

STANDARD SIX: Investigators

Standard:

Public defense attorneys shall use investigative services as appropriate.

STANDARD SEVEN: Support Services

Standard:

Public defense attorneys shall have adequate numbers of secretaries and support staff to effectively perform the public defense services, and shall have access to mental health professionals and interpreters when necessary.

STANDARD EIGHT: Reports of Attorney Activity

Standard:

Each public defense attorney shall be required to prepare and submit in a timely manner to the Hoquiam Municipal Court a "Certification of Compliance" form as specified by Washington State Supreme Court Orders.

A standardized voucher form shall be used by assigned counsel attorneys seeking payment upon completion of a case. For public defense attorneys under contract with the City, payment shall be made monthly, without regard to the number of cases closed in the period.

STANDARD NINE: Training

Standard:

Each public defense attorney shall participate in regular training programs on criminal defense law, including a minimum of seven hours of continuing legal education annually in areas relating to their public defense practice..

STANDARD TEN: Substitution of Counsel

Standard:

A public defense attorney under contract with the City shall not sub-contract with another firm or attorney to provide representation and shall remain directly in the provision of representation. Alternate or conflict counsel shall be available for substitution in conflict situations at no cost to the counsel declaring the conflict.

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Standard:

Private attorneys who provide public defense representation shall set limits on the amount of privately retained legal work which can be accepted. These limits shall be based on the percentage of a caseload which the public defense cases represent.

STANDARD TWELVE: Qualification of Attorneys

Standard:

In order to assure that indigent accused persons receive the effective assistance of counsel to which they are constitutionally entitled, attorney providing public defense services shall meet the following minimum professional qualifications:

1. Satisfy the minimum requirements for practicing law in Washington State as determined by the Washington State Supreme Court;
2. Be familiar with the ordinances, statutes, court rules, constitutional provisions, and case law relevant to the practice of criminal law;

3. Be familiar with the Washington State Rules of Professional Conduct;
4. Be familiar the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association;
5. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction;
6. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
7. Complete at least seven hours of continuing legal education within each calendar year n the courses relating to their public defense practice.

STANDARD THIRTEEN: Cause for Termination of Public Defense Services Contract

Standard:

Contracts for public defense services shall include the grounds for termination of the contract by the parties. Termination of a contract should only be for good cause. Termination for good cause shall include the failure of the attorney to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of the standards addressed herein.

Removal by the court of counsel from representation normally should not occur over the objection of the attorney and the client.

STANDARD FOURTEEN: Non-Discrimination

Standard:

Neither the City, in its selection of an attorney or firm to provide public defense services, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability. Both the City and the attorney or firm selected to provide public defense services shall comply with all federal, state and local non-discrimination requirements.

STANDARD FIFTEEN: Guidelines for Awarding Defense Contracts

Standard:

The City should award contracts for public defense services only after determining that the attorney or firm selected can meet accepted professional standards. Under no circumstances should a contract

be awarded on the basis of cost alone. Attorneys or firms requesting to be selected must demonstrate their ability to meet these standards. Contracts should only be awarded to attorneys who have at least one year's criminal trial experience in Hoquiam Municipal Court. The City Attorney, the Police Chief, and other law enforcement officials shall not select the attorney or firm who will provide public defense services.

WASHINGTON STATE PATROL SERVICE AGREEMENT		WSP Contract No. K22063	
Fire Safety Plan Reviews and Inspections			
This Contract is between the State of Washington, Washington State Patrol, hereinafter referred to as WSP, and the Purchaser identified below, and is governed by chapter 39.26 RCW.			
PURCHASER			
Purchaser Name City of Hoquiam			
Purchaser Address 609 8 th Street Hoquiam WA 98540		Purchaser Telephone 360-538-3983	
Purchaser Contract Manager Name Brian Shay, City Administrator		Purchaser Contract Manager Email bshay@cityofhoquiam.com	
WSP CONTRACT MANAGER			
Contract Manager Name and Title Cozetta Christian, Chief Deputy State Fire Marshal		WSP Contract Manager Address PO Box 42642 Olympia WA 98504-2642	
Telephone 360-584-5796		E-mail Address Cozetta.christian@wsp.wa.gov	
WSP CONTRACT SPECIALIST			
Contract Specialist Name Mitchel Craig		Contract Specialist Address PO Box 42602 Olympia, WA 98504-2602	
Telephone 360-596-4076		E-mail Address Mitchel.Craig@wsp.wa.gov	
Contract Start Date			Contract End Date
1/01/2026			12/31/2026
Contract Maximum Amount			Actual Costs
			Not to Exceed \$20,000.00
			Taxes may be added
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:			
<input checked="" type="checkbox"/> Exhibit A, General Terms and Conditions			
This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PURCHASER:	
WSP Signature	Date	Purchaser Signature	Date
Printed Name and Title For: John R. Batiste, Chief		Printed Name and Title	

WSP Contract: K22063
Exhibit A
Terms and Conditions

1. **Statement of Work.** WSP shall conduct fire safety reviews and inspections of the Purchaser's construction projects. Activities shall include, but not be limited to:
 - a. Attending Meetings
 - b. Plan Reviews
 - c. Site inspections for proper installation of fire sprinkler systems
 - d. Acceptance testing of fire sprinkler systems.

Each review and inspection shall be assigned by the Chief Deputy State Fire Marshal and must be approved by both parties. Each request for review and inspection must identify the specific project, the maximum amount payable for the inspection, and the period of performance for each inspection.

2. **Fees:** the public agency shall reimburse WSP for actual costs associated with each completed review and inspection up to the maximum agreement amount. The costs include.
 - a. Actual salaries and benefits of WSP Fire Protection Bureau staff providing services.
 - b. Mileage at the current WSP mileage reimbursement rate.
 - c. Per diem and lodging and current State of Washington approved rates.
 - d. Indirect costs applied against direct costs charged to the Purchaser under the agreement at WSP's current federally approved indirect rate.
 - e. Any other direct costs identified in the agreement.
3. **Payment for Services.** WSP shall invoice the Purchaser no oftener than once per month in accordance with this Agreement. WSP shall send invoices and all related supporting documents to the Purchaser at the billing address identified on page one of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of invoice and supporting documentation from WSP. WSP shall submit final invoice within sixty (60) days after the calendar month in which the services were performed.
4. **Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Purchaser pursuant to this Contract.
5. **Assignment.** The Purchaser may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.
6. **Confidentiality.** The Purchaser shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract.
7. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee, and signed by the Purchaser. WSP and the Purchaser may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
8. **Disputes.** In the event a bona fide dispute concerning a question of fact arises between Purchaser and WSP and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall describe the dispute in writing and deliver it to the responding party. The responding party shall respond in writing within three (3) business days. The initiating party shall have three (3) business days to review the response.

WSP Contract: K22063
Exhibit A
Terms and Conditions

- a. If after this review resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after three (3) business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) business days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) business days.
 - b. The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
 - c. Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
 - d. Both parties agree to be bound by the determination of the Dispute Resolution Panel.
 - e. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.
 - f. Purchaser and WSP agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
 - g. If the subject of the dispute is the amount due and payable by Purchaser for services being provided by WSP, WSP shall continue providing Services pending resolution of the dispute provided Purchaser pays WSP the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Purchaser, in good faith, believes is due and payable.
- 9. Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
- 10. Indemnification.** The Purchaser shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Purchaser shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Purchaser.
- 11. Independent Capacity.** The Purchaser acknowledges that the Purchaser is an independent Purchaser, and not an officer, employee or agent of WSP or the State of Washington. The Purchaser shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington.
- 12. Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.
- 13. Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

Terms and Conditions

- 14. Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.
- 15. Termination.** Either party may terminate the Contract by providing written notice to the other party. Termination shall be effective as of the date specified in the notice of termination. Purchaser shall be liable for and shall pay for only those services authorized and provided through the date of termination.
- 16. Waiver.** A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of that party and attached to the original Contract.

AMENDMENT 4 TO AGREEMENT
FOR
ENGINEERING SERVICES
North Shore Levee

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on October 5th, 2022 to perform engineering services for City of Hoquiam ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be Amended to include following: See Exhibit A

Section IV shall be replaced with the following: HDR compensation shall be increased on a time and materials basis in the amount of \$1,633,353, per Exhibit A herein and made part of this Amendment. Revised not-to-exceed maximum contract total is \$14,184,952.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Hoquiam ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

**City of Aberdeen
City of Hoquiam**

**North Shore Levee
Amendment 4
Real Estate
Scope of Services**



Prepared by:

HDR Engineering, Inc.
905 Plum Street SE, Town Square 3 Suite 200
Olympia, Washington 98501

November 2025

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NSL Amendment 4 Overview

The Cities of Aberdeen and Hoquiam (City) previously selected HDR Engineering, Inc. (CONSULTANT) and their subconsultants to advance design of the North Shore Levee (NSL) flood protection project (Project). The original scope of work included engineering and environmental services to advance Schedule A (East Hoquiam) and Schedule B (West Aberdeen) of the flood protection system through permitting and a construction bid package.

Amendment No. 1 was approved in the Fall of 2023 and added the Aberdeen Wastewater Treatment Plant (WWTP) to the alignment. The WWTP segment of the alignment is called Schedule C.

Amendment No. 2 was approved in the Fall of 2024 to address an increase in the duration and complexity of the project as well as changes in the type and location of flood protection elements from the original project scope.

Amendment No. 3 is being prepared in tandem with Amendment No. 4 and includes environmental and design work associated with new areas of design/environmental analysis (mitigation site, alignment change areas) and environmental tasks that were included as options in the original scope but not executed (Phase 2 ESA).

The CONSULTANT has prepared this Amendment No.4 to address additional real estate tasks that were not included in prior scopes of work. This amendment includes the following items which are described in greater detail in the Task Descriptions:

- Project Management (PM) time for managing sub invoices related to right of way (ROW) services and coordination.
- Real Estate/ROW Survey – unexecuted option from original scope that is now further detailed
 - Scope/Fee under Task 200
- Expanded real estate acquisition – additional full parcel acquisitions and relocation
 - Scope/Fee under Task 1300

Task 100 Project Management and Meetings

Amendment No. 2 extended the PM task for this Project through the end of December 2025 and indicated that the overall project duration and budget would be re-evaluated closer to that time. The current project schedule plans for final design to be complete before Spring of 2026, but several tasks will continue after that period. This amendment will extend the project management for ROW services for an additional 24 months to December 2027, only including the required project management hours for ROW-specific coordination and subconsultant coordination and invoicing.

CONSULTANT Services

1. Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.

City Responsibilities

1. Prompt processing and payment of compliant invoices. The City will make one progress payment each month.

Assumptions

1. The project duration for Task 100 is an 24 additional consecutive months and is assumed to occur between December 2025 and December 2027.
2. HDR will perform internal QA/QC on all documents prior to delivery to the City for review.

Deliverables

1. Monthly progress reports and invoices (one copy with invoice, via email).

North Shore Levee - Real Estate Scope Summary

Original Scope			Contract Amendments				Notes
Task	Description	Original	Amend 1	Amend 2	Amend 3	Amend 4	
			WWTP	Market St + design	Environ. + Mitigation + New Alignment	Real Estate - ROW + New Alignment areas	
200	Real Estate/ROW Survey	Optional Task NOT Executed	N/A	N/A	N/A	123 parcels + mitigation site easement	Following full buyouts and combined owners, 123 parcels need survey
1300.1	Management and Administration of ROW Process	General services	General services	General services	N/A	General services	
1300.2	Valuation Process	95 parcels (20 non-complex, 75 AOS reports)	4 parcels	N/A	N/A	24 noncomplex appraisal and 17 AOS reports	Following full buyouts and combined owners, 123 total parcels
1300.3	Acquisition and Negotiation Services	95 parcel acquisitions (10 BLAs, 2 relocations, 5 personal property moves)	4 parcels	Optional Task- NOT Executed, 83 parcels assumed	N/A	41 new parcel owners, 103 new parcels added	202 total, difference between new owners and new parcels shows the number of common owners on Market, F St, C St, Millers, etc.
1300.4	Prepare ROW Certification Package	General services	N/A	N/A	N/A	Now includes Relocation Services - 19 total properties assumed	Includes full buyouts that qualify for relocation: Millers, C Street, Market, F St

Task 200 Real Estate/ROW Survey

The CONSULTANT's subconsultant will provide property survey and ROW exhibits. 123 parcels are assumed for the flood protection alignment based on the 90% design and one easement delineation for the mitigation site. This field work in this task is generally based on a pdf map prepared by the CONSULTANT and includes the following:

Subconsultant Services

- Property surveys
 - Calculate property corners and property lines
- Right of Way Exhibits
 - Determine property boundary lines and legal descriptions
 - Add easements from title reports
 - Provide table applicable areas
 - Provide legal description for each easement to be acquired
 - Develop Right of Way exhibits (123) with professional land surveyor stamp prepared on 8 ½" x 11" sheet.
- Mitigation Site
 - Determine easement boundary lines and legal descriptions for future conservation or native growth protection easement.
 - Develop Right of way exhibits (1)

City Responsibilities

1. Review and provide timely, consolidated (conflict-resolved) comments on deliverables within 10 business days.

Assumptions

In addition to assumptions previously made in this proposal and the original scope of services, the following assumptions have been made in preparation of this scope of work:

1. Scope of work requested or required that is not specifically identified within this task may be considered an additional service. Prior to completing such work, SUBCONSULTANT will discuss the need and impact on the scope and fee.
2. CONSULTANT will procure rights-of-entry for SUBCONSULTANT prior to performing work.
3. Project Datum is Washington State Plane South NAD83/91(WA-HARN) and NAVD88.

Deliverables

1. Provide exhibit(s) (PDF) certified by Professional Land Surveyor and AutoCAD file showing survey points, linework, and ASCII point file meeting survey control point, monument and boundary standards specified by the State of Washington RCW.

Task 1300 Real Estate Services

The objective of this task is to identify the necessary efforts required by the CONSULTANT to provide Real Estate Services (RES) for the City of Hoquiam and City of Aberdeen for the NSL project in the levee/buyout area of Market Street and F Street in Aberdeen along with Simpson Ave and C Street in Hoquiam. It is anticipated that these services will be completed within a period of 24 months.

CONSULTANT Services

Scope of services includes the following:

1. Ongoing management and administration of the ROW process.
2. CONSULTANT will coordinate with the CITY, as necessary, and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT LAG Manual guidelines, applicable state and local laws, and CITY administrative rules, to facilitate the acquisition of identified properties.
3. CITY will provide CONSULTANT with available project information such as the CITY's State approved ROW procedures, approved environmental documentation, and pre-approved CITY ROW forms, including legal documents, as needed.
4. CONSULTANT and CITY agree to maintain clear lines of communication, determine and document the appropriate decision-making process to achieve project goals and to provide open access to available data that is pertinent to the project.
5. Make determination of additional parcel impacts and full take acquisitions. Determine cost for the added parcels including relocation costs as needed.

Assumptions

1. Deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by the CITY and the CONSULTANT team.
2. Deliverables prepared by CONSULTANT will be provided to the CITY – one (1) electronic version and one (1) hard copy.

1300.1 Management and Administration of the ROW process

CONSULTANT will provide management, administration, coordination, direction and guidance for the following real estate services tasks.

CONSULTANT Services

1. Prepare and provide a landowner list, preliminary ROW cost estimate, and prepare ROW schedule for the overall project.
2. Prepare and provide monthly ROW project status report to include acquisition milestones upon commencement of the appraisal process.
3. Lead CONSULTANT staff to provide an expedient schedule for the delivery of the ROW portion of the project.
4. Direct CONSULTANT's ROW appraisal subconsultants.
5. Obtain CONSULTANT staff right of entry access needed.

City Responsibilities

1. Review monthly status reports and provide comments as needed.

Assumptions

1. Meetings with the CITY are anticipated to be held online by virtual capacity.

Deliverables

1. One (1) landowner contact list (electronic PDF)

1300.2 Valuation Process

CONSULTANT will lead the right of way cost estimate process.

CONSULTANT Services

1. Prepare an appraisal schedule for delivery of appraisal and administrative offer summary (AOS) reports.
2. Assemble the necessary appraisal data and appraisal scope for each assigned parcel.
3. Send out landowner contact letters to the affected parcels in advance of the appraisal, if needed.
4. Attend appraisal inspections.
5. Provide delivery of appraisal services.

CITY Responsibilities

1. Review and approve appraisal schedule.
2. Review and approve appraisal and AOS reports.

Assumptions

1. CONSULTANT will develop a staffing approach to provide expeditious schedule for delivery of valuation deliverables.
2. CITY shall provide the information to CONSULTANT that is required to prepare the assigned cost estimates.
3. It is anticipated there will be twenty-four (24) full fee parcel valuations and seventeen (17) before and after appraisals for fee acquisitions, permanent easements and temporary construction easements.

Deliverables

1. Appraisal schedule (electronic PDF)
2. Landowner contact letters, if necessary
3. Right of way funding estimate
4. Up to twenty-four (24) non-complex Appraisal Reports
5. Up to twenty-four (24) Appraisal Reviews
6. Up to seventeen (17) before and after appraisal/AOS reports

1300.3 Relocation, Acquisition and Negotiation Services

CONSULTANT will prepare offer packages, present offers and negotiate purchases, prepare administrative settlement memos, and prepare executed documents for CITY approval processing for a maximum of forty-one (41) new property owners. Acquisition files will be transmitted to the CITY with original documents at the completion of negotiations. Services include:

CONSULTANT Services

1. Prepare and maintain electronic and hard copy parcel files.
2. Obtain and review title reports (limited to the last deed of record) for up to one hundred three (103) parcels.
3. Review ROW plans, exhibits and legal descriptions for up to one hundred three (103) parcels.
4. Prepare and provide documents required for the assigned parcels including Offer Letters, Deeds, Easements, W9s, Real Property Vouchers, Real Estate Excise Tax Affidavits, Encumbrance Review Memo's, Escrow Agreements (if applicable), and Negotiator Diaries.
5. Act as the agent of the CITY in negotiations
6. Make a maximum of four (4) good faith contact attempts with each of the impacted landowners in an effort to negotiate a fair settlement.
7. Acquire fee, permanent and temporary easements, as approved by the CITY.
8. Prepare Administrative Settlement Memos (ASM) for settlements above the approved just compensation for approval by the CITY.
9. Prepare condemnation packages if needed.
10. Process landowner payments through the CITY or escrow company.
11. Transmit completed parcel files to the CITY.

CITY Responsibilities

1. Provide direction for the title encumbrances review memo to be accepted as risk or to be cleared by escrow company where needed.
2. Provide review and written approval for administrative settlements agreed to by the CITY.
3. Approve landowner payments.

Assumptions

1. CONSULTANT will follow the Uniform Relocation Act, WSDOT Local Agency Guidelines (LAG) manual, applicable State and Local laws and CITY administrative rules for ROW acquisition for real estate services provided for this Project.
2. City will provide the CONSULTANT with available project information such as the CITY's WSDOT approved ROW procedures if available.
3. The CONSULTANT's title review responsibility will be to identify the correct vesting from the title report, inputting that information into the appropriate acquisition documents.

4. CONSULTANT will provide an encumbrance review memo for up to one hundred three (103) parcels for review by the CITY.
5. CONSULTANT will provide a maximum of four (4) good faith attempts at acquisitions for up to forty-one (41) parcel owners, with those attempts being defined as an in-person visit with landowner (physical or virtual), a detailed phone conversation, or a substantive correspondence or email exchange.
6. CONSULTANT's acquisition duties shall be deemed complete if any of the following occur:
 - A. A negotiated settlement approved by the CITY is reached and the necessary closing documents are executed.
 - B. A new appraisal or offer is required.
 - C. The offer to purchase is rescinded.
 - D. A possession and use agreement (P&U) is secured and the acquisition file is transmitted to the CITY.
 - E. A negotiated settlement cannot be reached after the four good faith attempts.
 - i. If an impasse is reached during negotiations, the entire parcel file shall be turned over to the CITY for further action including determination to eliminate acquisition of property.
7. If negotiations cannot be concluded within ninety (90) days of the offer date on any given parcel or if an appraisal is requested by a landowner of any AOS parcel then the hours to complete those parcels will be renegotiated and adjusted accordingly.
8. The CONSULTANT shall assist the CITY in securing an escrow company to close up to forty-one (41) parcel owners for closing.
9. The escrow company will be responsible for the preparation and receipt of signatures required for partial re-conveyance, satisfaction of liens and encumbrances for each acquisition where applicable.

Deliverables:

1. Up to forty-one (41) title encumbrances review memos. (electronic PDF)
2. Up to one (1) QA/QC review of each legal description and exhibit for up to one hundred three (103) parcels. (electronic PDF)
3. Up to forty-one (41) offer packages with executed acquisition (if necessary) documents for closing by CITY or escrow company. (electronic PDF)
4. Up to forty-one (41) Administrative Settlement Memos (electronic PDF)
5. Up to forty-one (41) Possession and Use Agreements (if necessary). (electronic PDF)
6. Up to forty-one (41) transferred files for condemnation proceedings (if necessary) (electronic PDF)
7. Completed parcel files including recorded documents. (1 paper copy for recording, 1 electronic PDF for file)

1300.4 Relocation Services

CONSULTANT will advance the relocation plan, prepare and present relocation notices and benefit letters, provide relocation services, prepare, develop an appeals process and administer relocation reviews and appeals. CONSULTANT will prepare executed documents for CITY approval and will process relocation payments for up to nineteen (19) residential and business relocations. At the end of the Project, relocation files will be transmitted to the CITY with original documents.

CONSULTANT Services

1. Prepare a relocation plan for CITY approval.
2. Prepare relocation documents.
3. Act as the CITY's relocation agent for affected parcels.
4. Administer relocation reviews and approvals.
5. Process relocation payments.
6. Transmit completed files to the CITY.

CITY Responsibilities

1. Review and approve the relocation plan.
2. Approve the format of documents used.
3. Review and authorize relocation payments in advance.
4. Make prompt payment to displacees for approved relocations.
5. Review and approve transmitted files.

Assumptions

1. One draft and one final version of the relocation plan will be prepared.
2. Relocation forms will be approved by the CITY prior to their use.
3. There will be a maximum of nineteen (19) relocations.
4. Relocation services will follow the Uniform Relocation Act and WSDOT LAG manual standards.

Deliverables

1. Draft and final relocation plan.
2. Relocation documents.
3. Completed relocation files.

Fee

The estimated total contract amount for the professional services identified in this Scope of Services is offered on a time-and-materials basis not-to-exceed \$1,783,353. Level of effort for Task 200 Survey & Utility Locates is expected to be less than the original allocated budget to complete the work and this amendment redistributes **-\$150,000** of the budget from the original Task 200 authorization to the new Task 200 services. This amendment revised estimate is offered on a **time-and-materials basis not-to-exceed \$1,633,353**.

Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs. Expenses and subconsultants will be billed at a 5% markup.

Task #	Task Description	Total
100	Project Management	\$31,094
200	Survey	\$357,320
200	<i>Survey - Reallocation of budget</i>	<i>(\$150,000)</i>
1300	Right of Way	\$1,394,939
	Total	\$1,633,353

AMENDMENT 3 TO AGREEMENT
FOR
ENGINEERING SERVICES
North Shore Levee

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on October 5th, 2022 to perform engineering services for City of Hoquiam ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be Amended to include following: See Exhibit A

Section IV shall be replaced with the following: HDR compensation shall be increased on a time and materials basis in the amount of \$1,256,245, per Exhibit A herein and made part of this Amendment. Revised not-to-exceed maximum contract total is \$12,551,599.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Hoquiam ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

**City of Aberdeen
City of Hoquiam**

**North Shore Levee
Amendment 3
Scope of Services**



Prepared by:

HDR Engineering, Inc.
905 Plum Street SE, Town Square 3 Suite 200
Olympia, Washington 98501

November 2025

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NSL Amendment 3 Overview

1. The City's of Aberdeen and Hoquiam (City) previously selected HDR Engineering, Inc. (CONSULTANT), and their subconsultants to advance design of the North Shore Levee (NSL) flood risk reduction project. The original scope of work included engineering and environmental services to advance Schedule A (East Hoquiam) and Schedule B (West Aberdeen) of the flood protection system through permitting and a construction bid package.
2. Amendment No. 1 was approved in the Fall of 2023 and included flood risk reduction for the Aberdeen Wastewater Treatment Plant (WWTP) to the alignment. The WWTP segment of the alignment is referred to as Schedule C.
3. Amendment No. 2 was approved in the Fall of 2024 to address an increase in the duration and complexity of the project as well as changes in the type and location of flood protection elements from the original project scope.
4. The CONSULTANT has prepared this Amendment No. 3 to address additional tasks required to continue advancing project data collection, regulatory compliance, and design towards bidding and construction.
5. The design-oriented tasks and the majority of environmental/cultural reporting are anticipated to be complete by the Spring of 2026 with real estate and general project coordination continuing after that. This amendment extends the project schedule and associated project management time to the Fall 2026, with an anticipated check-in point at that time for continuing to advance the project during the ongoing regulatory approval period.
6. These tasks are areas of work that were either options not executed by prior amendments (originally optional) or new areas of project scope. The additional scope related to these tasks are documented in:
 - Task 100 – Project Management
 - Task 200 – Survey and Utility Locates
 - Task 500 – Contaminated Soils
 - Task 900 – Geotechnical Engineering
 - Task 1400 – Construction Documents
 - Task 2300 – Environmental Documentation and Permitting
7. A separate amendment/scope has been developed for real estate related tasks (Amendment 4).
8. This amendment includes the following items which are described in greater detail in the Task Descriptions:
 - Project Duration
 - Scope/Fee under Tasks 100
 - Mitigation site evaluation and design (See Map next page)
 - Scope/Fee under Tasks 200, 1400, 2300
 - Phase 2 ESA – optional from the original scope of services that is now further detailed
 - Scope/Fee under Task 500

- Alignment/Design Changes (See Map next page – C Street, Lower Simpson, F Street, E Wishkah)
 - Scope/Fee under Tasks 900, 1400, 2300



Task 100 Project Management and Meetings

Amendment No. 2 extended the project management (PM) task for this Project through the end of December 2025 and indicated that the overall project duration and budget would be re-evaluated closer to that time. The current project schedule plans for final design to be complete before Spring of 2026, but several tasks will continue after that period. This amendment will extend the project management through November 2026, assuming a scaled back project management effort from April 2026 to November 2026 based on completion of design and limited ongoing project activities.

HDR Services

1. Coordinate project scope, production, deliverables, schedule, budget, production, amongst project team and City. Anticipated to be 10 hours per week to April 2026. 4 hours per week from May 2026 to November 2026.
2. Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.
 - A. Bi-weekly meetings with the City (3 HDR team members assumed) for the additional 5-months (duration 1-hour) total of 10 meetings to April 2026.
 - B. Monthly meetings with the City from May 2026 to November 2026 – 6 months.
3. Project Team Members Internal Coordination.

-
- A. Bi-weekly internal team meetings (4 HDR team members assumed) for the additional 5-months (duration 1-hour) total of 10 meetings to April 2026.
 - B. Monthly internal team meetings from May 2026 to November 2026 – 6 months.

City Responsibilities

1. Prompt processing and payment of compliant invoices. The City will make one progress payment each month..

Assumptions

1. The project duration for Task 100 is 11 additional consecutive months and is assumed to occur between December 2025 and November 2026.
2. HDR will perform internal QA/QC on documents prior to delivery to the City for review.

Deliverables

1. Monthly progress reports and invoices (one copy with invoice, via email).

Task 200 Survey & Utility Locates

The CONSULTANT's subconsultant will perform topographic survey at the proposed mitigation area to verify LiDAR topography and collect detailed topography near the proposed connection with Charley Creek. This scope of work field work and survey mapping includes the following:

Subconsultant Services

1. Field Survey
 - A. Spot topographic elevation shots within the proposed mitigation boundary to verify LiDAR topography.
 - B. Detailed topographic survey of the proposed Charley Creek connection as defined in the survey exhibit.
2. Develop topographic basemap stamped by professional land surveyor with the data requested above as an electronic PDF, and as an AutoCAD 2020 electronic file, and survey control point, monument and boundary standards specified by the State of Washington RCW.

Assumptions

1. In addition to assumptions previously made in this proposal and the original scope of services, the following assumptions have been made in preparation of this scope of work:
2. Mitigation site is owned by the City and no rights-of-entry are required.
3. LiDAR based topography will be used for the majority of the mitigation site design. This topography will be spot-checked with field survey and potentially adjusted if a general pattern of inconsistency in elevation is found. There will be less accuracy than a comprehensive site survey but because the majority of construction is excavation (with the exception of the connection with Charley Creek) the surficial inaccuracy is assumed to have limited impact on design and construction.
4. Project Datum is Washington State Plane South NAD83/91(WA-HARN) and NAVD88.

Deliverables

1. Mapping using CONSULTANT standard layers, line types, and symbols in AutoCAD 2020 format. (DWG format)
2. Digital Terrain Model (DTM) in AutoCAD 2020 format.

Task 500 Contaminated Soils

The HDR team will perform a Phase II Environmental Site Assessment (ESA) for the North Shore Levee (NSL) improvement project alignment. The intent of this task is to generally identify soil and groundwater contamination within the project alignment for construction contractor awareness, and to define contaminated soil and groundwater handling (reuse or disposal) options prior to construction.

Subtask 500.2 - Phase II Environmental Site Assessment

The Phase II ESA will be performed within the project alignment adjacent to locations where there is a documented presence or likely presence of environmental contamination in the soil or groundwater. Up to 16 locations will be assessed with a maximum of 2 borings per location. Based upon the findings of the Phase I ESA, 21 sites within the project alignment were recommended for sample collection and analysis, however five sites were assessed by the City thereby reducing the number of site identified in the Phase I ESA. The Phase II ESA will consist of the following activities:

- Prepare a Phase II ESA Sampling and Analysis Plan (SAP). The SAP will identify proposed sampling locations on a map, sample collection and laboratory analytical methods, quality assurance/quality control procedures, laboratory data review, investigative waste disposal protocols, and contaminant comparative criteria.
- Prepare a Health and Safety Plan (HASP). The HASP will be prepared prior to conducting Phase II ESA field activities and will provide health and safety protocols for HDR staff performing field activities.
- Implement the SAP. Field activities as described in the SAP will include the following:
 - Conduct a site visit to identify site access and potential access obstructions prior to mobilizing drilling equipment and to mark boring locations for underground utility locating
 - Direct Push Technology (DPT) drilling with surface and subsurface soil sampling – 16 sites to 10 foot maximum depth, 2 borings per site, 3 soil samples per boring (96 soil samples)
 - DPT groundwater sampling – 16 sites, 2 borings per site, 2 groundwater grab samples from saturated zone (32 samples)
 - Submit soil and groundwater samples to a Washington state accredited laboratory for analysis. Analyses will consist of the following:
 - Volatile Organic Compounds (VOCs) by EPA Method 8260C.
 - Semi-volatile Organic Compounds (SVOCs) by EPA Method 8270D.
 - Total Petroleum Hydrocarbons (GRO, DRO and RRO) by EPA Method 8015B.
 - Metals by EPA Method 6010C/6020A including mercury EPA Method 7470A.
 - Polychlorinated biphenyls (PCBs) by EPA Method 8082A.
 - Dioxins/Furans by USEPA Method SW8290A\

-
- TCLP RCRA 8 Metals extraction and analysis by EPA Method 6010C/6020A including mercury EPA Method 7470A.
 - TCLP VOCs extraction and analysis by EPA Method 8260C.
 - Prepare a Draft and Final Phase II ESA report. The Phase II ESA report will present the basis for sample collection, discuss sample collection methods and present soil and groundwater analytical results on a site-by-site basis in comparison to applicable State of Washington and Federal regulatory criteria.

Deliverables

- Draft and Final Sampling and Analysis Plan. Electronic deliverables only.
- Draft and Final Phase II ESA Report. Electronic deliverables only.

Subtask 500.3 - Contaminant Management Plan

The objective of the contaminant management plan (CMP) is to support environmental permitting for the and provide a reference for contractor bidding. The development of the CMP will address handling of soil and groundwater contamination within the construction area and includes the following:

- Review of existing documents providing subsurface soil and groundwater chemical characteristics along the project alignment
- Identification of project-specific soil and groundwater screening levels
- Presentation of maximum contaminant concentrations for Contractor use as part of its worker contaminant exposure mitigation
- Soil management practices during construction including dust control, air monitoring, soil storage and disposal options including characterization requirements
- Groundwater management practices during construction including dewatering disposal options, required permits and characterization and reporting obligations will be identified.

Assumptions:

- Estimates of groundwater dewatering quantities are not included.
- Soil and groundwater management practices will not be specific to contractors means and methods
- This task includes identification of but not applying for permits.

Deliverables:

- Draft and Final CMP. Electronic deliverables only.

Task 900 Geotechnical Engineering

In support of the alignment revisions, the following will be developed for geotechnical evaluation:

- C Street cross-section to evaluate stability, seepage and settlement due to the change in alignment in proximity to the shoreline and change from concrete floodwall to embankment levee;

-
- Lower Simpson Avenue (Ocean Protein extension) cross-section to evaluate stability, seepage and settlement due to the change in alignment in proximity to the shoreline and change from concrete floodwall to embankment levee;
 - SE portion of F Street cross-section to evaluate stability, seepage and settlement due to the change in alignment and change from concrete floodwall to embankment levee.

Subtask 900.1 - Geotechnical Explorations and Data Report

A geotechnical site investigation is not required to evaluate the changes as the information gathered from the previous site investigations is adequate to perform the evaluations.

Subtask 900.2 - Geotechnical Evaluation

The objective of this task is to provide geotechnical design recommendations for the levee meeting the requirements of FEMA for accreditation and the US Army Corps of Engineers design guidelines. The geotechnical design analysis will include:

- Levees
 - Geometry, side slopes, top width, woody vegetation free zone
 - Global Stability
 - End of construction
 - Steady State Seepage
 - Sudden Drawdown
 - Seismic Loading Review
 - Settlement
 - Seismic Liquefaction Susceptibility
 - Filter Materials
 - Erosion and Scour Protection
 - Site Preparation and Grading
 - Fill Placement and Compaction
 - Constructability and Access Review
 - Construction considerations

Subtask 900.3 - Geotechnical Design Report

The geotechnical evaluations, and updates to the geotechnical profile, will be documented in the 90% percent Geotechnical Design Report.

City Responsibilities

1. Review and provide comments on geotechnical evaluations and reports within 14 days of receipt.

Assumptions

1. Foundation design parameters will be grouped by similar structure type, heights and soil conditions.

-
2. The design does not include ground improvements to mitigate seismic liquefaction.

Deliverables

1. Inclusion of the additional Geotech analysis and findings in the 90% Draft and Final Geotechnical Design Report from the original scope of work.

Task 1400 60%, 90%, and Final Design Plans, Specs, Opinion of Probable Cost

Subtask 1400.2 - Geotechnical Evaluation

CONSULTANT Services

1. The CONSULTANT will include engineering design and plan development associated with the updated alignment areas at C-Street, Lower Simpson, F Street, E Wishkah St as well as design and construction documents for the proposed Mitigation Site.
2. The deliverables and assumptions for Task 1400 remain the same as documented in the original scope and Amendments 1 and 2. The additional scope areas and assumptions for Amendment 3 are documented by the following:

Alignment Modifications

This task includes the additional alignment evaluations, design, and construction document development included with the major changes in alignment at C-Street, Lower Simpson, and F Street, which are described by the following:

C-Street (Sta A110+00 to A118+00): Following discussion with large property owner and review of acquisition/construction costs a buyout option is being advanced where more parcels are acquired which provides enough space to switch from floodwall to levee, eliminate 2 closures, and reduces construction cost significantly through this segment.

Lower Simpson (Sta A302+00 to A306+00): Following discussion with affected property owners and review of acquisition/construction costs a buyout option is being advanced where more parcels are acquired which provides enough space to switch from floodwall to levee, eliminate 2 closures, and reduces construction cost significantly through this segment.

F Street (Sta B501+00 to B508+00): Following additional discussion with property owners and the City and a review of acquisition/construction costs a buyout option is being advanced where more parcels are acquired which provides enough space to switch from floodwall to levee, eliminate 2 closures, and reduces construction cost significantly through this segment.

E Wishkah (Sta B603+00 to B703+50): Due to future development plans, the City requested the closure location and wall, and levee alignment be modified to open more space on the empty lot north of E Wishkah Avenue to provide more open lot space for a potential future development.

The following table provides a summary of the drawings impacted by these alignment changes.

NSL Amendment No. 3 Drawing Modification Count							
Plan Sets	Discipline	Sheet Type	C Street	Lower Simpson	F Street	E Wishkah St	Total
01-GENERAL	Civil	General	0	0	0	0	0
02-DEMO	Civil	Layout	1	2	2	1	6
03-EROSION CONTROL	Civil	Layout	1	2	2	1	6
04-UTILITIES	Civil	Layout	2	3	4	2	11
05-FLOOD PROTECTION P&P	Civil	Layout	2	3	4	2	11
06-FLOOD PROTECTION DETAILS	Civil	Detail	0	0	0	0	0
07-STRUCTURAL	Structural	Detail	4	5	8	4	21
08-CLOSURE STRUCTURES	Mechanical/Structural	Detail	4	3	1	7	15
09-ROADWAY	Transportation	Layout	0	2	3	1	6
10-SURFACE RESTORATION	Civil	Layout	1	2	2	1	6
TOTAL			15	22	26	19	82

3. Modification of each construction drawing involves design and CAD hours from the associated disciplines and members of the design team. These tasks include:
- Resetting alignment layout and stationing relative to existing features such as roads, utilities, building entrances, site lines, topography, and future development plans.
 - Updating the flood protection section and associated analysis and design to reflect the new foundation conditions, loading height, bury depth, and wall/levee height. Updating structural and geotechnical calculations to reflect new locations and sections.
 - Updating surrounding grading and surface restoration to provide positive drainage, maintenance access, grading transitions between existing and proposed surfaces, and updating vegetation and pavement restoration.
 - Modifying demolition and utility plans to the revised construction footprint. Updating utility crossing and relocation designs, redefining demolition limits, and changing impacted utility dispositions to reflect modified alignments.
 - Updating temporary and permanent right of way limits, construction footprints, impacted parcels, and construction access,

Mitigation Site

1. The mitigation site concept was developed as part of the biological assessment documents. This task will advance detailed design of the mitigation site and develop drawings for its construction. Design includes general layout, grading, drainage and water management, restoration area development to match disturbance area requirements, erosion and sediment control, typical section development, and planting/restoration. Construction drawings include the following:

NSL Mitigation Site Drawing Count			
Plan Sets	Discipline	Sheet Type	Additional Drawings
01-GENERAL	Civil	General	2
02-DEMO	Civil	Layout	1
03-EROSION CONTROL	Civil	Layout	1
04-GRADING	Civil	Layout	7
05-TYPICAL SECTIONS	Civil	Layout	2
06- DETAILS	Civil	Detail	2
07-SURFACE RESTORATION	Civil	Layout	4
TOTAL			19

Summary

The modified drawing count provides an effective method for assessing the change in design effort on a project like NSL with varying degrees and locations of an evolving design. The number of drawings and the additional design tasks fall under civil, structural, and mechanical engineering disciplines.

In reviewing Task 1400 from the original project scope, the approximate cost per sheet was \$6500, which aligns with typical industry standards for municipal flood risk reduction projects and equates to roughly 45 hours of combined engineering and CAD staff per sheet.

Hour estimates were developed for the alignment changes and the mitigation site design on a per sheet basis. A summary of hours per sheet type is shown in the following table and the related budget requests are shown in the budget summary.

NSL - Hours Per Sheet Estimate							
Area	Sheet Type	Design Mgr	Sr. Eng	Eng	EIT	CAD	TOTAL
Alignment Change	Demo, Erosion Control, Surface Restoration	0.5	0.5	1	3	2	7
	Utilities, Flood Protection, Structural, Closure Structures, Roadway	0.5	1.5	3	6	4	15
Mitigation Site	General, Demo, Erosion Control, Surface Restoration	0.5	1.5	4	10	12	28
	Grading, Typical Sections, Details	1	3	6	12	14	36

Task 2300 Environmental Documentation and Permitting

Objective

1. To update environmental documentation and permitting covered in the original project scope and Amendment 1 with revised alignment near the Lower Simpson properties and the proposed off-site mitigation site.

Subtask 2300.1 - Wetlands, Wildlife, and Habitat Baseline Fieldwork

Objective

Conduct additional baseline natural resources fieldwork and documentation to include the revised alignment near the Lower Simpson properties and the proposed off-site mitigation site.

HDR Services

1. HDR field staff will conduct desktop review of pertinent background information within the revised alignment near Lower Simpson properties and the proposed off-site mitigation site, including the Soils Survey of Grays Harbor County, National Wetland Inventory (NWI) maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries.
2. HDR biologists will delineate wetlands and waterbodies within the revised alignment near Lower Simpson properties and the proposed off-site mitigation site per methods in original project scope.
3. Wetlands and waterbodies found within the revised alignment near Lower Simpson properties and within the study area of the proposed off-site mitigation site will be documented with appropriate data sheets and boundaries marked in the field with flagging tape for pickup by surveyor (see Task 200). Wetland and stream boundary points will also be collected with GPS units capable of sub-meter accuracy.
4. To support the Critical Area Report and Endangered Species Act documentation, a baseline assessment of fish and wildlife use of the revised alignment near Lower Simpson properties and the proposed offsite mitigation site will be conducted as part of the wetland and stream delineation fieldwork.
5. Wetland and Stream Delineation Report: HDR will augment the Wetland and Stream Delineation Report covered in the original project scope and Amendment 1 and 2 with findings from field investigations of the revised alignment near Lower Simpson properties and the offsite mitigation site.

Assumptions

1. The revised alignment near Lower Simpson properties and the offsite mitigation site evaluated for this task is based on the areas shown below:

Revised alignment on the following parcels:

051201701400	051201700400	051201700800	051201700901
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Proposed offsite mitigation site on the following parcels:

317091911002	317092022001		
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For the proposed offsite mitigation site, the focused study area for wetlands and waters is shown in a purple outline on the figure below.

- 2. The wetlands and wildlife fieldwork assumes one (1) team of two (2) HDR biologists for a total of three (3) days. This time includes travel.
- 3. All other assumptions in original scope and Amendments 1 and 2 apply.



Figure – study area for wetlands and waters at the proposed off-site mitigation location (purple outline)

Deliverables

- 1. Updated GIS shapefiles of wetlands and streams

-
2. Draft and Final Wetland and Stream Delineation Report Update (PDF)

Subtask 2300.2 - Environmental Permit Path and Schedule Preparation

Objective

Add the Lower Simpson properties and the proposed offsite mitigation site to the environmental permit path and schedule preparation task covered under the original scope and Amendment 1.

HDR Services

1. Evaluate the revised alignment at the Lower Simpson properties and the proposed offsite mitigation site in relation to identified resources in the study area, and add regulatory requirements to the permit matrix covered under the original scope and budget. Add Lower Simpson properties and the proposed offsite mitigation site to the unified project description.
2. No change to proposed pre-app meetings.

Assumptions

1. No change from original project scope and Amendment 1.

Deliverables

1. Draft permit matrix with additional Lower Simpson properties and the proposed offsite mitigation site regulatory considerations (electronic)
2. Draft unified project description including Lower Simpson properties and the proposed offsite mitigation site (electronic)

Subtask 2300.3 - Endangered Species Act Compliance

Objective

Add additional species, additional design changes, the preferred Market Street option (hybrid of levee buyout and full floodwall), and additional analysis of stormwater and stormwater treatment to the Endangered Species Act (ESA) compliance documentation covered in the original project scope and budget, Amendment 1, and Amendment 2.

HDR Services

1. HDR will assess additional species, including the ESUs of Chinook and Chum Salmon, and Suckley's Cuckoo Bumble Bee to the Biological Assessment covered in the original project scope, Amendment 1, and Amendment 2.
2. HDR will assess design changes that result in adjustments along the alignment, additional areas of in-water work, recalculation of impacts, and add effects to the Biological Assessment.
3. HDR will assess a third Market Street Alternative, in addition to the baseline option of the original scope and the levee buyout option covered under Amendment 2.
4. HDR will assess stormwater and stormwater treatment in accordance with local and state requirements, and previous Endangered Species Act consultation guidance.

Assumptions

1. No additional fieldwork assumed for this task.
2. All other assumptions in original scope, Amendment 1, and Amendment 2 apply.

Deliverables

1. Draft and Final Biological Assessment with additional two Market Street levee/buy-out options and additional potential staging areas updates (electronic files).

Subtask 2300.4 - SEPA and Permit Support

Objective

The project will require a USACE Clean Water Act Permit for wetland impacts. HDR will add the Lower Simpson properties and the proposed offsite mitigation site to the Joint Aquatic Resource Protection Application (JARPA) and other state and local permit applications covered in the original scope and Amendment 1.

HDR Services

Add Lower Simpson properties revision and the proposed offsite mitigation site impacts to the following permit applications and supporting documents covered under the original scope and Amendment 1:

1. Joint Aquatic Resource Protection Application (JARPA) covered under the original scope. This includes up to 4 additional JARPA specific graphics using CAD and GIS.
2. Section 401 Water Quality Certification (WQC) pre-filing meeting request for submittal to Ecology.
3. Hydraulic Project Approval (HPA) application package for submittal to the Washington Department of Fish and Wildlife (WDFW).
4. Critical Areas Study being prepared for City of Aberdeen and City of Hoquiam.
5. SEPA Checklist
6. Shoreline Substantial Development Permit (SSDP) and Shoreline Conditional Use Permit (SCUP) application package for submittal to the City of Aberdeen Planning Division.
7. City of Aberdeen Site Development Permit application package.
8. NPDES Construction Stormwater General Permit application package for online submittal to Ecology through their Water Quality Web Portal.

Client Responsibilities

1. No change from original scope.

Assumptions

1. JARPA submittal, SEPA checklist, and Critical Areas Report will evaluate one iteration of the proposed project, including the revised Lower Simpson properties alignment and the proposed offsite mitigation site
2. JARPA addendum in original scope will include Lower Simpson properties and the proposed offsite mitigation site

-
3. All other assumptions in original scope and Amendments 1 and 2 apply.

Deliverables

Following deliverables will be augmented with Lower Simpson properties and the proposed offsite mitigation site

1. Draft and final JARPA package (multiple agencies)
2. Draft and final 401 WQC request (Ecology)
3. Draft and final HPA application package (WDFW)
4. Draft and final Critical Areas Report (multiple agencies)
5. Draft, draft final, and final SEPA Checklist (multiple agencies)
6. Draft and final SSDP and SCUP application package (City of Aberdeen and City of Hoquiam)
7. Draft and final Site Development Permit application package (City of Aberdeen and City of Hoquiam)
8. Draft and final NPDES Construction Stormwater General Permit application package (Ecology)
9. Draft and final CSWPPP (multiple agencies)

Subtask 2300.8 - Architectural History Survey

Objective

To document the additional historic built environment resources within the updated APE. The Original Scope and prior amendments included 92 historic built environment resources: Original Scope (45 resources), Amendment 1 (2 resources), Amendment 2 (45 resources). An additional 75 historic built environment resources have been identified during field reconnaissance, documentation for which is included In Amendment 3.

HDR Services

1. HDR will document the additional 75 historic built environment resources on historic property inventory (HPI) forms in accordance with the Washington State Standards for Cultural Resources Reporting. The HPI forms will include information obtained during field reconnaissance including an analysis of the physical characteristics of the historic built environment resource's exterior as described in the Original Contract.
2. Physical descriptions will be supported by detailed reviews of existing historic photographs and maps, ownership history, and historic use.

City Responsibilities

1. Review draft HPI forms.

Assumptions

1. 75 historic built environment resources are included in this amendment. If additional resources are identified during additional fieldwork or resulting from design changes, an amendment to this SOW will be required.

Deliverables

1. 75 draft and final HPI forms, to be appended to report completed under Task 2300.10.
2. Summary of the documentation of the 75 additional historic built environment resources to be integrated into the report (Task 2300.10).

Subtask 2300.9 - Archaeological Resources Survey

Objective

To document archaeological resources within the updated APE. The Original Scope and Amendment 2 included 275 shovel probes and 10 archaeological resources: Original Scope (100 shovel probes; 5 archaeological resources) and Amendment 2 (175 shovel probes; 5 archaeological resources). An additional 100 shovel probes and 2 archaeological resources have been identified during field survey, documentation for which is included In Amendment 3.

HDR Services

1. HDR performed archaeological survey of the mitigation parcel including pedestrian transects and 74 shovel probes, as well as documentation of one archaeological resource.
2. HDR professional archaeologists will conduct additional shovel probing in the updated APE for survey and for site delineation. Up to an additional 100 shovel probes will be excavated within the updated APE and mitigation area in locations where mineral soil is present and where existing utilities, pavement, and other impediments do not occur and/or to define site boundaries. Shovel probes will reach maximum depth of 1 meter (3.3 feet). Up to 20% of the shovel probes will be extended to 2 meters (6.6 feet) with a hand-operated bucket auger to characterize deeper sediments, as feasible. Excavated sediments will be screened through 1/4-inch hardware mesh onto a tarp. The shovel probes will be photographed and backfilled after recordation is completed. A GPS point will be collected for each shovel probe location.
3. If cultural materials are observed during survey, HDR will record the resources during field survey and on site inventory forms. The resources will be photographed and documented in the field. No materials will be collected.
4. Photographs will be taken of the survey locations and updated APE overviews.
5. HDR will obtain a permit from the Bureau of Indian Affairs to perform survey within Quinault Indian Nation parcels.

City Responsibilities

1. Provide access to the parcels within the updated APE.
2. Review draft site inventory forms.

Assumptions

1. Two (2) archaeological site inventory forms are assumed. If additional sites or isolates are identified, an amendment to this SOW will be required to document the resource(s). HDR will submit the inventory forms to DAHP to obtain Smithsonian trinomials for each resource.
2. Up to 100 shovel probes will be excavated
3. No permit from the Quinault Indian Nation is necessary.
4. Specialized analyses such as radiocarbon dating are not included in the SOW.

-
5. Fieldwork will occur in no more than 5 field days plus travel.

Deliverables

1. 2 draft and final site inventory forms, to be appended to report completed under Task 2300.10.
2. One (1) draft, one (1) final BIA permit application.
3. Results of the additional fieldwork to be integrated into the report (Task 2300.10).

Subtask 2300.10 - Cultural Resources Survey Report

Objective

Report on and integrate the additional historic built environment and archaeological resource documentation and cultural resources field survey in the original proposed APE and updated APE (including mitigation area) into the cultural resources survey report. The additional surveys and resource form documentation are performed under Task 2300.8 and 2300.9; however, Task 2300.10 includes integration of these additional resources (75 historic built environment and 2 archaeological resources) and surveys (including 100 shovel probes) into the cultural resources survey report. Additionally, prepare a separate technical report for the LPDM SOW Modification.

HDR Services

1. HDR will present the results of the additional resource documentation (75 historic built environment and 2 archaeological resources) and cultural resources surveys completed under Tasks 2300.8 and 2300.9 into the single survey report. The report will include the results of background review and fieldwork, including the original proposed APE and the updated APE (including the mitigation parcel). The report will comply with Section 106 of the NHPA and meet the Washington State Standards for Cultural Resources Reporting.
2. HDR will prepare a separate technical report for the LPDM SOW Modification. The technical report will summarize the background review and fieldwork within the area subject to the LPDM SOW Modification. The report will include recommendations regarding resource eligibility for the NRHP, if resources are present within the area subject to the LPDM SOW Modification. The report will comply with Section 106 of the NHPA and meet the Washington State Standards for Cultural Resources Reporting.

City Responsibilities

1. Review draft cultural resources survey report.
2. Review draft technical report for the LPDM SOW Modification.

Assumptions

1. Based on the assumptions of the Original Scope, preliminary design will inform on potential effects on cultural resources.
2. Based on the assumptions for the Original Scope, one (1) draft and one (1) draft final cultural resources survey report will be prepared for City review, which will include the additional work for the updated APE (including the mitigation parcel). Draft final report to be provided to the lead federal agency (FEMA), DAHP, and tribes, as appropriate, for review.
3. One (1) final cultural resources survey report after agency review.

-
4. HDR will submit the HPI and archaeology inventory forms for the updated APE and final cultural resources survey report to WISAARD.
 5. One (1) draft and one (1) draft final technical report will be prepared for City review, which will present the results of the background review and fieldwork in the area subject to the LPDM SOW Modification. Draft final technical report to be provided to the lead federal agency (FEMA), DAHP, and tribes, as appropriate, for review.
 6. One (1) final technical report for the LPDM SOW Modification after agency review.
 7. HDR will submit the applicable resource inventory forms and final cultural resources survey report to WISAARD for the area subject to the LPDM SOW Modification.
 8. HDR will coordinate with the lead federal agency for preparation and submittal of both the cultural resource survey report and LPDM SOW Modification technical report.

Deliverables

1. One (1) draft and one draft final cultural resources survey report
2. One (1) final cultural resources survey report after agency review
3. One (1) draft and one (1) draft final report for the LPDM SOW Modification
4. One (1) final report for the LPDM SOW Modification after agency review

Subtask 2300.12 - Compensatory Wetland Mitigation Plan

Objective

The project will require off-site compensatory mitigation for impacts to wetlands and waters, as documented in the JARPA. HDR will prepare a compensatory mitigation plan for the selected offsite mitigation location.

HDR Services

HDR will identify wetlands within the proposed mitigation site, delineate wetland boundaries, and confirm previous preliminary wetland ratings.

1. HDR biologists will delineate wetlands and waterbodies within the mitigation area identified under Task 1400 per methods in original project scope.
2. Wetlands and waterbodies found within the proposed mitigation area will be documented with appropriate data sheets and boundaries marked in the field with flagging tape for pickup by surveyor (see Task 200). Wetland and stream boundary points will also be collected with GPS units capable of sub-meter accuracy.
3. To support the Critical Area Report and Endangered Species Act documentation, a baseline assessment of fish and wildlife use of the proposed mitigation site will be conducted.
4. Wetland and Stream Delineation Report: HDR will augment the Wetland and Stream Delineation Report covered in the original project scope and Amendment 1 and 2 with findings from field investigations of the proposed mitigation site.
5. Prepare Compensatory Mitigation Plan
6. HDR will prepare a draft and final Compensatory Mitigation Plan per USACE and Ecology's Wetland Mitigation in Washington State Part 1: Agency Policies and Guidance, Version 2, and Wetland Mitigation in Washington State: Part 2 – Developing Mitigation Plans.

-
7. HDR will attend one, 2-hour virtual meeting with USACE and Ecology to review draft compensatory mitigation plan. Up to four staff from the CONSULTANT team will attend.
 8. HDR will provide up to 100 hours of coordination time with agencies to develop and finalize CMP.

City Responsibilities

1. Review draft report and provide consolidated comments.

Assumptions

1. This task assumes up to two days for two biologists to delineate wetlands and waterbodies and conduct baseline habitat assessment.
2. Up to one site visit with four HDR staff, USACE, and Ecology is included in this task.
3. The Compensatory Mitigation Plan will focus on mitigation for the loss of wetlands. Compensatory mitigation for the loss of aquatic habitat is not included in this scope of work.

Deliverables

1. Draft, Draft Final, and Final Compensatory Mitigation Plan. Electronic deliverables only (PDF format).
2. Agency site visit meeting notes (PDF format).

Fee

The estimated total contract amount for the professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed \$1,250,635**. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs. Expenses and subconsultants will be billed at a 5% markup.

Task #	Task Description	Total
100	Project Management and Meetings	\$144,371
200	Survey & Utility Locates	\$5,140
500	Contaminated Soils	\$456,424
900	Geotechnical Engineering	\$52,993
1400	Design Plans, Specs, OPC	\$338,020
2300	Environmental Documentation and Permitting	\$259,297
	Total	\$1,256,245

FEE ESTIMATE

City of Hoquiam : North Shore Levee



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total Fee
100	Project Management and Meetings	\$139,489	\$4,882	\$0	\$0	\$144,371
200	Survey & Utility Locates	\$4,966	\$174	\$0	\$0	\$5,140
500	Contaminated Soils	\$278,429	\$9,745	\$19,570	\$148,680	\$456,424
900	Geotechnical Engineering	\$51,201	\$1,792	\$0	\$0	\$52,993
1400	Design Plans, Specs, OPC	\$326,589	\$11,431	\$0	\$0	\$338,020
2300	Environmental Documentation and Permitting	\$243,561	\$8,525	\$7,211	\$0	\$259,297
		\$1,044,235	\$36,549	\$26,781	\$148,680	\$1,256,245

AMENDMENT 1 TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on May 12, 2023 to perform engineering services for City of Hoquiam ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section IV shall be replaced with the following:

Compensation for HDR'S services under this agreement shall be on the basis of a 3.2 multiplier with a not-to-exceed amount of \$645,254.00. Expenses and subconsultants will be billed at 5% markup. HDR will bill the OWNER on a monthly time and materials basis in accordance with the fee table shown in Exhibit A-2.

Exhibit A shall be modified to include Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Hoquiam ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

**City of Hoquiam
K Street Pump Station
Stormwater and Wastewater
*Services During Construction
Amendment 1***



Prepared by:

HDR Engineering, Inc.
905 Plum Street SE, Suite 200, Town Square 3
Olympia, Washington, 98501

Exhibit A-1

Scope of Services – Amendment 1

The City of Hoquiam (City) selected HDR Engineering, Inc. (HDR) to provide design, bidding support, and permitting services for the construction of the K Street Stormwater and Wastewater Pump Stations. The City has decided to combine the two separate projects and bid as one project under two separate schedules based on separate funding requirements. This amendment is to document the services required to assist the City with services during construction (SDC), under Task 700 of the original contract (Optional Task) for the Wastewater Pump Station contract. The remaining fees from the previous design contract will be moved into Tasks 101 and Task 700 for this contract.

Task 101 - Project Management - SDC

Objective

The purpose of this task is to monitor and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the HDR project team including subconsultants in coordination with City staff.

HDR Services

- 1) Coordinate and manage the HDR project team.
- 2) Coordinate and manage subconsultants.
- 3) Prepare a Construction Management Plan to clearly communicate objectives, scopes, budgets, schedule, contact information, roles and responsibilities, construction quality assurance, communications protocols, health and safety requirements including the job hazard analysis (JHA) forms for field work, and guidelines to project team members.
- 4) At project initiation, HDR will conduct a quality assurance review (Project Approach and Resource Review) to discuss technical approach, team resources, other available firm resources, and project management approach. Review will be by two (project independent) senior wastewater engineers not associated with the project.
- 5) Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.

City Responsibilities

- 1) Prompt processing and payment of compliant invoices. The City will make one progress payment each month.

Assumptions

- 1) The project duration for Tasks 101 and 700 is for ten (10) consecutive months from Notice to Proceed (NTP). NTP is assumed to be March 2026 to December 2026, but may be modified based upon Contractor mobilization to the site or long lead items required for construction.
- 2) HDR has a reasonable right to rely on the data and documents provided by the City for use in this project.
- 3) During invoicing periods when no work is performed, HDR will not submit an invoice/status report to the City for that billing period.

Deliverables

- 1) Monthly reports and invoices (one copy with invoice).

Task 301 – Cultural Resources Monitoring Support

Objective

This task includes cultural resources monitoring support through project construction in compliance with state regulations and Washington Department of Ecology (Ecology) requirements.

HDR Responsibilities

- 1) Prepare monitoring protocols for implementation during construction monitoring. The monitoring protocols will include the Inadvertent Discovery Plan (IDP) that was previously prepared for the project.
- 2) Coordinate with Ecology, Department of Archaeology and Historic Preservation (DAHP) and interested Indian tribes for the duration of monitoring and subsequent reporting.
- 3) Attend the preconstruction meeting and provide instruction on the IDP.
- 4) Perform archaeological monitoring during ground disturbing activities. The monitor will be on-site to inspect soils as they are excavated. The monitor may screen spoils through 1/4-inch hardware mesh, if determined necessary. Each day that monitoring occurs, the monitor will document the daily activities on a Daily Record Form and will provide a weekly summary of monitoring results to the City.
- 5) Respond to an inadvertent discovery, if such discovery occurs during construction. The monitor will follow procedures for inadvertent discovery as outlined in the IDP including determining classification, coordination with Ecology and DAHP, and steps to protect the discovery. HDR will prepare a site inventory form for the discovery in the Washington Information System for Architectural and Archaeological Records Data (WISAARD).
- 6) Prepare a monitoring report at the completion of monitoring and ground disturbing activities. The report will summarize the results of monitoring and inadvertent discovery, if any such discovery occurs. HDR will submit the report to Ecology and DAHP on the City's behalf and upload the report to WISAARD.
- 7) Perform senior level QA/QC reviews of project deliverables and document the reviews according to the project QA/QC Plan.

City Responsibilities

- 1) Review the draft/final monitoring protocols.
- 2) Review the draft/final monitoring report.

Assumption(s):

- 1) No in-person meetings are included.
- 2) Response to one inadvertent discovery is included.
- 3) No artifacts will be collected.
- 4) A permit from DAHP is not included.

- 5) No excavation will occur within a known archaeological site boundary.
- 6) 3 weeks of monitoring is included including travel.

Deliverable(s):

- 1) Draft and final monitoring protocols (pdf format)
- 2) Draft and final monitoring report (pdf format)
- 3) Site inventory form (electronic in WISAARD; pdf format attached to final report)

Task 700 - Services During Construction**Objectives:**

The purpose of this task is to provide assistance during the construction of the K Street Stormwater and Wastewater Pump Station project.

HDR Services:

- 1) Conduct virtual Pre-Construction Conference – prepare and issue summary notes.
- 2) Review Contractor schedule and schedule updates.
- 3) Review Schedule of Values.
- 4) Receive, review, and respond to up to thirty (30) Requests for Information (RFIs) provided by the City from the Contractor.
 - a) Receive, log, and distribute to appropriate reviewer.
 - b) Track responses.
 - c) Transmit responses to City.
- 5) Receive and review up to sixty (60) Submittals and twenty (20) re-submittals provided by the City from the Contractor.
 - a) Receive, log, and distribute to appropriate reviewer.
 - b) Track responses.
 - c) Transmit submittals to Contractor.
- 6) Coordinate the change documentation into Change Orders for execution by Contractor and the City.
- 7) Provide review of Contractor change proposal requests that require changes in Contract Price and/or Contract time.
- 8) Review Work Change Directives,
- 9) Conduct up to twenty (20) one hour construction progress meetings (bi-weekly) virtually with the Contractor and the City; prepare and distribute agendas and meeting summary notes.
- 10) Construction Field Observation – Provide eighty hours (80) of staff time for field observation during construction as requested by the City. Prepare daily inspection report for each field observation.
- 11) Coordinate site visits with HDR subconsultants.

- 12) Review the schedule of value amounts and contract fee for up to ten (10) monthly payment requests submitted by the construction Contractor. Provide payment recommendations to the City.
- 13) Review Contractor's completed Start-Up and Testing Plan.
- 14) Review Contractor provided O & M Manuals verifying the assembled set(s) of Contractor supplied equipment/supplies conforms with the Contract Document requirements, accepted submittals, RFI's and Change Orders.
- 15) Provide Substantial Completion determination:
 - a) Attend one (1) physical walk-through of the project, attendance of two (2) staff for up to ten (10) hours each.
 - b) Prepare punch list and monitor punch list elimination.
 - c) Prepare/receive closeout documentation.
- 16) Prepare notice of Substantial Completion and prepare notice of Final Completion.
- 17) Prepare Record Drawings from the City and Contractor provided observation and drawings.

Sargent Engineers (SEI) Services:

- 1) Attend preconstruction meeting (virtual).
- 2) Review up to 5 RFIs provided by HDR from the Contractor.
- 3) Review up to 10 Submittals and re-submittals provided by HDR, from the Contractor.
- 4) Make up to five (5) site visits during construction.

Sage Geotechnical (Sage) Services:

- 1) Attend preconstruction meetings with pile contractor.
- 2) Attend ten, four-hour days in the field to observe pile installation.
- 3) Prepare, review, and submit daily field reports documenting pile driving activities
- 4) Review up to four (4) RFs provided by HDR, from the City, for the Contractor
- 5) Review up to four (4) Submittals and re-submittals provided by HDR, from the City, for the Contractor

City Responsibilities:

- 1) Take preconstruction photos to document existing conditions.
- 2) Provide inspector for special inspections.
- 3) Coordinate construction testing and accept approved results.
- 4) Coordinate with HDR for site visits and timing for field observation.
- 5) Review and approve quantities provided by Contractor for each progress payment request. The City to send to HDR to review and recommend progress payment.
- 6) Review and approve contractor's progress payment requests reviewed and recommended by HDR.

- 7) Review and approve Work Change Directives, Change Proposal Requests and Change Orders provided by HDR.
- 8) Respond to issues as they arise.
- 9) Provide a City staff person or contract directly with a person or firm to provide full-time, onsite construction observation and inspection services.
- 10) Attend bi-weekly construction meetings with the Contractor as requested.
- 11) Contract directly with materials testing firms (such as soils, concrete, pavement, etc.) required for the project and pay all associated costs.
- 12) Coordinate Startup and Testing.
- 13) Provide coordination for prevailing wage documentation with Department of Labor and Industries.
- 14) Issue Substantial and Final Completion to the Contractor.

Assumptions:

- 1) City will provide a single point of contact between HDR and the Contractor.
- 2) City is responsible for construction management, contract administration, special inspections, and daily inspection. The City will contract directly with a testing firm for special inspections. The Contractor will schedule directly with the City's special inspection firm for testing dates.
- 3) HDR staff shall not, as a result of observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work. HDR staff will not have any authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions, and programs incident to the Contractor's work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. HDR shall be entitled to review all construction Contract Documents and to require that no provisions extend the duties or liabilities of HDR beyond those set forth in this Agreement.
- 4) Consultant's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
- 5) Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- 6) Observations will be performed in accordance with industry-recognized standard practices.
- 7) The virtual preconstruction conference will be a maximum of two hours in duration, including meeting notes, and include up to two HDR Consultant staff and one Subconsultant staff from SEI. An additional two hours is required for completion of the meeting agenda and summary notes. (Total of 6 HDR hours.)
- 8) Construction progress meetings will be virtual utilizing program similar to Teams or WebEx. A total of twenty (20) meetings are anticipated, the duration of each meeting will be 1-hour, with an additional hour of Project Management time for preparing the

meeting agenda and meeting summary notes. The bi-weekly construction meetings will include up to two HDR Consultant Staff. (Total of 50 HDR Hours)

- 9) A total of ten (10) schedule reviews at (1.5) hours for review and response preparation. (Total of 15 HDR hours.)
- 10) A total of thirty (30) RFIs at two (2) hours per RFI for review and response preparation. (Total of 60 HDR hours.)
- 11) A total of ten (10) Payment Requests at two (2) hours per request for review and recommendation to the City. The Pay Requests will be in two separate schedules for payment. The City will provide approval of the schedule of values prior to HDR review. (Total of 40 HDR hours.)
- 12) Sixty (60) technical submittals are anticipated to be reviewed and each submittal is expected to require a maximum of three hours to process and review. Twenty (20) resubmittals are anticipated to be reviewed and each resubmittal is expected to require a maximum of two hours to process and review. Submittals and resubmittals are expected to be returned within three weeks of receipt. Total of sixty (60) Submittals and twenty (20) Resubmittals to be reviewed and processed. (Total of 220 HDR hours.)
- 13) Assume ten (10) Construction Field Observation site visits attended by one HDR staff at eight (8) hours each which includes travel time. (Total of 80 HDR hours.)
- 14) Review of Contractor Start-Up and Testing Plan for each pump station. (Total of 10 HDR hours).
- 15) Review of the Contractor supplied and assembled equipment O&M Manuals (assume 10) into the Facility O&M Manual will take four (4) hours and includes a maximum of two resubmittals at two hours each. (Total of 40 HDR hours.)
- 16) City is responsible for all electrical and instrumentation O & M Manuals.
- 17) HDR will prepare up to twenty (20) Change Orders, ten (10) Change Proposal Requests, and (10) Work Change Directives. No full-sized drawings are expected to be required. Each Change Order, Change Proposal Request, and Work Change Directive is assumed to take four hours each for review and response. Each of will be submitted to the to the City for review and approval. The City will issue to the Contractor. (Total of 160 HDR hours.)
- 18) Equipment Training by Consultant is not required.
- 19) Review Contractor's required substantial completion submittal provided to the City, and determine if the Project is ready for substantial completion inspection. HDR will prepare both substantial and final determination letters to the City. (Total of 20 hours),
- 20) HDR will have up to two consultant staff on-site during facility startup for one full ten-hour day for each facility (total of two start ups), including travel. (Total of 40 HDR hours.)
- 21) Contractor will maintain a set of drawings on-site to document (red-line) changes to work to be submitted for creation of Record drawings. As-constructed records from the Contractor will provided to HDR. HDR will prepare Record Drawings showing only the information provided by the Contractor and/or City, and will not be responsible for the content or accuracy of the Record Drawings other than the information provided. Record Drawings will not be stamped or sealed by HDR or subconsultants. (80 hours of CAD time and 40 hours of engineering review time). (Total of 120 HDR hours.)

**Deliverables:**

- 1) Preconstruction meeting agenda and summary notes. (pdf)
- 2) Up to 30 RFI responses. (pdf, via email)
- 3) Up to 60 Submittal reviews, 20 re-submittals. (pdf, via email).
- 4) Supporting documentation for up to 20 change orders, 10 change proposal requests, and 10 work change directives. (pdf, via email)
- 5) Up to 20 bi-weekly construction progress meeting agenda and summary notes. (pdf, via email)
- 6) Site Visit Inspection Daily Reports. (pdf, via email)
- 7) Up to 10 monthly Contractor progress payment recommendation. (pdf, via email)
- 8) Substantial and Final Completion determination letters sent to the City to issue to the Contractor. (one PDF each, via email).
- 9) Record Drawings (pdf, via email).

Exhibit A-2

Compensation

The estimated fee to provide the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task #	Task Name	Total
101	Project Management - SDC	\$18,662
301	Cultural Resources	\$46,838
700	Services During Construction	\$229,754
	Total	\$295,254

Notes:

- (1) Expenses are included in the estimated task costs, and may include mileage, reproduction, lodging, meals, phone, and postage.

Attachment A

LABOR ESTIMATE, HDR ENGINEERING STAFF


City of Hoquiam: S_10th Street PS

Contract Title / Project Role	Billing Rate	Johnson, Ty M	Kuhns, David W Jr.	Ederly, Marliese Allyn	Jensen, Todd R	McConkey, Ben William	Martin, Erik Paul	Vu, Kim Dung Thi	Miller, Kyle Christian	Der, Alexandra Jubilee	Shepard, Jessica L	Kendall, Dennis J Jr	Ferris, Jennifer M	Limberg, Caitlin Paige	Pankowski, Aaron James	Victor, Michelle L	Adair, Tina M	Total Labor Hours	Total Labor Dollars
		Senior Project Manager 299.07	Senior Water/Wastewater Engineer 228.54	Project Accountant 115.20	WA Water Construction Management BCL 342.78	Operations and Maintenance Specialist 221.44	Office Principal South Puget Sound 406.18	Quality Manager 192.32	Project Coordinator 115.87	Pipeline and Pump Stations Project Manager 201.47	Water/Wastewater EIT 134.75	BIM Specialist Civil 3 184.35	Cultural Resources Business Class Lead 239.71	Cultural Resources Specialist 2 137.50	Cultural Resources Specialist 1 100.74	Senior GIS Analyst 163.52	Technical Editor 182.72		
101 Project Management - SDC		37	1	23	2	0	2	4	8	4	0	0	0	0	0	0	0	81	\$ 17,943.77
Project Setup		2		2				2	2									8	\$ 1,444.92
HASP									4									4	\$ 463.48
Coordination and Monitoring		10					2	2	2	4								20	\$ 5,225.32
Invoicing / Status Reporting / EV / WorkPlan		20		20														40	\$ 8,285.40
Subconsultant Management		2																2	\$ 598.14
Project Closeout		1	1	1														3	\$ 642.81
Prepare CMP Plan		2			2													4	\$ 1,283.70
700 Services During Construction		127	126	0	41	26	0	0	0	353	94	80	0	0	0	0	0	847	\$ 185,122.76
Conduct Pre-construction conference		2								4								6	\$ 1,404.02
Review Contractor Schedule and Schedule Updates										15								15	\$ 3,022.05
Review RFIs (Total of 30)			10							40	10							60	\$ 11,691.70
Review Submittals (60 Total plus 20 Resubmittals)		15	40		15					100	50							220	\$ 45,653.85
Review Change Order proposal Requests (Total of 20)		20			20					40								80	\$ 20,895.80
Construction progress meetings (Total of 20)		20								30								50	\$ 12,025.50
Construction Field Observation (Up to 80 hours)		20	20							40								80	\$ 18,611.00
Review Monthly Pay Requests (Total of 10)		40																40	\$ 11,962.80
Review Contractors Statup and Testing Plan						6				4								10	\$ 2,134.52
Review Contractors O & M Manual		2								24	14							40	\$ 7,319.92
Substantial/Final Completion Determination		8			2					10								20	\$ 5,092.82
Record Drawings			4							16	20	80						120	\$ 21,580.68
Facility Startup (2 HDR Staff for 10 hours total)			20			20												40	\$ 8,999.60
Review Schedule of Values										6								6	\$ 1,208.82
Review work change directives (Total of 10)			16		2					12								30	\$ 6,759.84
Review Change Proposal Requests (Total of 10)			16		2					12								30	\$ 6,759.84
301 Cultural Resources		2	0	0	0	0	0	0	0	0	0	0	22	152	100	19	4	299	\$ 40,683.52
Monitoring Protocols (draft, final)													2	6		2		10	\$ 1,631.46
Monitoring (3 weeks, 10 hr days incl. notes)														75	75			150	\$ 17,868.00
Travel (6 hours roundtrip per week)														9	9			18	\$ 2,144.16
Monitoring Report (draft, final)													8	40	16	12	4	80	\$ 11,722.64
Inadvertent Discovery Response (n=1)													6	16		5		27	\$ 4,455.86
Coordination		2											6	6				14	\$ 2,861.40
																		0	\$ -
Task Total Hours		166.00	127.00	23.00	43.00	26.00	2.00	4.00	8.00	357.00	94.00	80.00	22.00	152.00	100.00	19.00	4.00	1227.00	
Task Total Fee		\$ 49,645.62	\$ 29,024.58	\$ 2,649.60	\$ 14,739.54	\$ 5,757.44	\$ 812.36	\$ 769.28	\$ 926.96	\$ 71,924.79	\$ 12,666.50	\$ 14,748.00	\$ 5,273.62	\$ 20,900.00	\$ 10,074.00	\$ 3,106.88	\$ 730.88		\$ 243,750.05

Attachment A

EXPENSES

City of Hoquiam: S_10th Street PS


		Copies/Page 8.5x11 B&W	Copies/Page 11x17 B&W	Mileage/mile (2025)	Lodging/day	Meals/day	Miscellaneous	Total ODC	ODC Markup	Total ODC + Markup	
		Office Expenses	Office Expenses	Travel	Travel	Travel	Miscellaneous				
OTHER DIRECT COSTS		Each	Each	Each	Each	Each	Each				
Unit Cost		\$0.050	\$0.090	\$0.700	\$159.000	\$71.000	\$80.000		5.00%		
101	Project Management - SDC										
	Quantity	0	0	0	0	0	0				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
700	Services During Construction										
	Quantity	200	40	2600	0	0	0				
	Task Total	\$10.00	\$3.60	\$1,820.00	\$0.00	\$0.00	\$0.00	\$1,833.60	\$91.68	\$1,925.28	
301	Cultural Resources										
	Quantity	25	0	1000	15	15	2				
	Task Total	\$1.25	\$0.00	\$700.00	\$2,385.00	\$1,065.00	\$160.00	\$4,311.25	\$215.56	\$4,526.81	
Total ODC		\$ 11.25	\$ 3.60	\$ 2,520.00	\$ 2,385.00	\$ 1,065.00	\$ 160.00	\$ 6,144.85	\$ 307.24	\$ 6,452.09	

*All mileage will be billed at the current IRS mileage rate

Attachment A

SUBCONSULTANTS

City of Hoquiam: S_10th Street PS

 SUBCONSULTANTS		Sage	Sargent	Total Subconsultants	Sub Markup 5.00%	Total Subconsultants + Markup
101	Project Management - SDC					
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
700	Services During Construction					
	Task Total	\$18,280.00	\$15,340.00	\$33,620.00	\$1,681.00	\$35,301.00
Total Subconsultants		\$ 18,280.00	\$ 15,340.00	\$ 33,620.00	\$ 1,681.00	\$ 35,301.00

Attachment A

FEE ESTIMATE

City of Hoquiam: S_10th Street PS



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total Fee
101	Project Management - SDC	\$17,944	\$718	\$0	\$0	\$18,662
700	Services During Construction	\$185,123	\$7,405	\$1,925	\$35,301	\$229,754
301	Cultural Resources	\$40,684	\$1,627	\$4,527	\$0	\$46,838
		\$243,751	\$9,750	\$6,452	\$35,301	\$295,254

AMENDMENT 3 TO AGREEMENT
FOR
ENGINEERING SERVICES
West Segment of the North Shore Levee

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on August 4th, 2021 to perform engineering services for City of Hoquiam ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be updated to include with the following: See Exhibit A

Section IV shall be updated to include with the following: HDR compensation shall be increased on a time and materials basis in the amount of \$5,022,843, per Exhibit A herein and made part of this Amendment. Revised not-to-exceed maximum contract total is \$12,994,665.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Hoquiam ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

City of Hoquiam

**North Shore Levee West
Amendment 3
Scope of Services
Bidding Assistance and CM Services**



Prepared by:

HDR Engineering, Inc.
905 Plum Street SE, Town Square 3 Suite 200
Olympia, Washington 98501

December 2025

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NSL West Amendment 3 Overview

The City of Hoquiam (City) previously selected HDR Engineering, Inc. (HDR), and their subconsultants to advance design of the North Shore Levee West (NSL West) flood reduction project to final bid ready documents. The original scope of work included engineering and environmental services, Amendment 1 included additional environmental permitting efforts, property acquisition, additional geotechnical exploration, hydrologic and hydraulic modeling efforts, public outreach, a Compensatory Wetland/Waterbody Mitigation Plan, as well as Phase 1 and 2 contaminated soils remediation. Amendment No. 2 included additional design efforts based on the complexity of the project and location of flood reduction elements from the original project scope and previous amendments.

HDR has prepared this Amendment (Amendment No. 3) for bidding assistance and construction services for the Project. An additional Amendment (Amendment No. 4) will be prepared for the LOMR and Final Certification 36. The following Amendment documents the scope of services for bidding assistance and CM services through the duration of construction.

Task 100 – Project Management

Objective

The purpose of this task is to monitor and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the HDR project team including our subconsultants in coordination for the North Shore Levee West Project (Project).

HDR Services

1. Coordinate and manage the HDR project team.
2. Prepare monthly invoice and progress report describing services completed during the period, issues to be addressed, and services planned for the next period.
3. Conduct a Project Approach and Resource Review (PARR) to review the project, team, and resources needed for the project with senior management.
4. Prepare a Construction Management Plan to clearly communicate objectives, scopes, budgets, schedule, contact information, roles and responsibilities, construction quality assurance, communications protocols, health and safety requirements including job hazard analysis (JHA) forms for field work, and guidelines to HDR project team members.
5. Manage Subconsultants.

City Responsibilities

1. Prompt processing and payment of compliant invoices. The City will make one progress payment each month.

Assumptions

1. The project duration for Tasks 100, 400, 500, 1301 and 1302 will be 24 consecutive months assumed to occur between March 2026 and February 2028.
2. During invoicing periods when no work is performed, HDR will not submit an invoice/status report to the City for that billing period.

Deliverables

1. Monthly progress report and invoice (pdf format, via email) (one copy with invoice).
2. Construction Management plan (pdf format).

Task 400 Environmental Documentation and Permitting

Objective

The goal of this task is to prepare a permit application and acquire outstanding permits on the NSLW project, and provide documentation required by resource agencies upon completion of project construction.

HDR Services

1. Prepare and submit a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSWGP) application package (online) to the WA State Department of Ecology (Ecology) through their Water Quality Web Portal. The package will include: Notice of Intent; Public Notice; and Construction Stormwater Pollution Prevention Plan (CSWPPP)/Temporary Erosion and Sediment Control (TESC) Plans.
2. Prepare and submit documentation for Washington State Department of Natural Resources (WDNR) State Owned Aquatic Lands rights of entry and Aquatic Use Authorization (AUA).
3. Provide up to 60 hours of permit acquisition support for permit applications submitted under this scope of work and the additional environmental efforts that were included previously as part of Amendment 1.
4. Prepare a marine mammal monitoring plan for to avoid harassment to marine mammals for in-water pile driving.
5. Provide final documentation for environmental permits and approvals once construction is complete:
 - A. National Marine Fisheries Service (NMFS) – Summary of impacts required in Biological Opinion Terms and Conditions
 - B. US Fish and Wildlife Service (USFWS) - Summary of impacts required in Biological Opinion Terms and Conditions
 - C. US Army Corps of Engineers (USACE) Standard Individual Permit – as-built construction documents and USACE forms
 - D. Ecology Water Quality Certification – Wetland Mitigation As-Built Report
 - E. Washington Department of Wildlife (WDFW) Hydraulic Project Approval (HPA) – permit modifications

Assumptions

1. Permit applications will be based on final design.
2. Each document is limited to one review and revision cycle each by CITY and permitting agency.
3. HDR will act as the CITY's authorized agent to represent CITY during the environmental review and permitting process.

4. A Marine Mammal Protection Act Incidental Harassment Authorization will not be required for the project.

Deliverables

1. NPDES CSWGP application package (submitted electronically)
2. WDNR State Owned Aquatic Lands right of entry and AUA application packages (submitted electronically)
3. Marine Mammal Monitoring Plan (draft and final, electronic)
4. Final documentation for environmental permits (draft and final, electronic):
 - A. NMFS summary of impacts
 - B. USFWS summary of impacts
 - C. USACE as-built construction documents and forms
 - D. Wetland Mitigation As-Built Report

Task 600 Property Acquisition

The following scope of work details the necessary effort required to provide real estate services for the City for property acquisition associated with the project. These efforts include: management and administration of the right-of-way (ROW) process, including acquisition and negotiation services.

General Assumptions:

Scope of services includes the following:

1. Ongoing management and administration of the ROW process.
2. HDR will coordinate with the CITY, as necessary, and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT LAG Manual guidelines, applicable State and local laws, and CITY administrative rules, to facilitate the acquisition of identified properties.
3. Deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by the CITY and the HDR team.
4. Deliverables prepared by HDR shall be provided to the CITY – one (1) electronic version and one (1) hard copy.

Task 600.1 Management and Administration of the ROW Process

HDR will provide general ongoing coordination, administration direction, and guidance for the HDR staff working on this project. HDR will provide monthly project updates on progress of work. HDR will also perform management and administration for the following real estate services tasks as follows:

1. Prepare for and attend up to 5 one hour virtual ROW meetings with the City and one HDR representative..

City Responsibilities:

1. Review status reports and provide comments as needed.

Assumptions:

1. Meetings are anticipated to be held virtually.

Deliverables:

1. Meeting notes providing ROW status updates

Task 600.2 Valuation Process (Appraisal and Appraisal Review)

These services are complete.

Task 600.3 Acquisition and Negotiation Services

HDR will negotiate purchases, prepare administrative settlement memos, and prepare executed documents for CITY approval processing for a maximum of fifteen (15) acquisition parcel owners. Facilitate agreements with WDNR. and US Army Corps of Engineers (USACE) . Acquisition files will be transmitted to the CITY with original documents at the completion of negotiations. Services include:

1. Prepare and maintain electronic and hard copy parcel files.
2. Act as the agent of the CITY in negotiations.
3. Make a maximum of four (4) good-faith contact attempts with each of the impacted landowners in an effort to negotiate a fair settlement.
4. Acquire fee, permanent and temporary easements, as approved by the CITY.
5. Provide a justification memorandum for settlements above the approved offering price, for approval by the CITY.
6. Provide a condemnation cover memorandum and parcel file, as approved by the CITY.
7. Process landowner payments through the CITY.
8. Transmit completed parcel files to the CITY.

City Responsibilities:

1. Provide written approval for administrative settlements agreed to by the City.
2. Approve landowner payments and approve up to one (1) encumbrance to be cleared.
3. Make prompt payment to the owner or Escrow Company for approved acquisitions.
4. Review and approve transmitted files.

Assumptions:

1. HDR will make a maximum of four (4) good- faith attempts at negotiations for each parcel assigned, with those attempts being defined as an in-person visit with landowner, a detailed phone conversation, or a substantive correspondence or email exchange.

2. If negotiations cannot be concluded within 60 days of the offer date on any given parcel or if an appraisal is requested by a landowner of any AOS parcel then the hours to complete those parcels will be re-negotiated and adjusted accordingly.
3. HDR's acquisition duties shall be deemed complete if any of the following occur: A negotiated settlement approved by the CITY is reached and the necessary closing documents are executed; a paid P&U is secured and the acquisition file is transmitted to CITY; an impasse in negotiations is reached or; the offer to purchase is rescinded.
4. If an impasse is reached during negotiations, the entire parcel file shall be turned over to the CITY for further action, including determination to eliminate acquisition of property.

Deliverables:

1. Up to 15 offer packages
2. Up to 15 administrative settlement memos
3. Up to 15 Paid Possession and Use Agreements
4. Up to 15 executed acquisition documents or transfers to condemnation proceedings
5. Up to 15 completed parcel files

Task 1300 Services During Bidding, Construction, LOMR and Final Certification

Objective

Assist City staff as requested (and as budgeted) during bidding and construction phases of the project. 44CFR65.10 requires certification of the as-constructed project in order to meet the requirements of the National Flood Insurance Program. Therefore, it will be necessary for the certifying engineer to observe, inspect and prescribe specific testing of various levee system components in order to confirm a general conformance of the construction with the plans and specifications that were developed in accordance with FEMA requirements. In addition, a conformed hydraulic model is required to be prepared that reflects the as-constructed conditions of the levee system. On 22 April 2021, USACE issued circular No. 1165-2-218 "USACE Levee Safety Program". The new circular adds a new level of analysis to the levee certification process for federally sponsored levee systems that includes conducting a risk analysis. A risk assessment may be required as part of the final Letter of Map Revision (LOMR) submission. The LOMR and Final certification requirements are not included in this scope of services.

Task 1301 – Bidding Assistance

Objective: HDR will assist the City with the bid solicitation, evaluation of bids, and prepare the conformed contract documents.

HDR Services:

1. Finalize project specifications.
2. Update Final Bid Quantities.
3. Lead Pre-Bid Conference.
4. Upload Contract Documents to QuestCDN.

5. Respond to Bidder questions at request of City
6. Prepare up to 5 Addenda that address questions to Bidding Documents.
7. Prepare conformed set of contract documents.

City Responsibilities:

1. Field and distribute bidders' questions to HDR.
2. Participate in Pre-Bid Conference led by the City.
3. Open Bids
 - A. Evaluate bid pricing
 - B. Confirm Responsiveness – Completeness of Bid Documents
 - i. Recommend Award of Contract
 - ii. Award Contract
 - 1) Send out Intent to Award Notice
 - 2) Review Bond and Insurance Certificates
 - iii. Issue Notice to Proceed to the awarded Contractor.

Assumptions:

1. Pre-bid meeting will be in person at Hoquiam City Hall. Up to four HDR staff will attend the pre-bid meeting. A total of six hours per staff member (including travel) (Total of 24 hours). An additional hour of Project Manager time is required for development of agenda and meeting notes.
2. The City will utilize QuestCDN for bidding purposes. HDR will upload bidding documents to QuestCDN.
3. HDR will respond to bidders' questions. A total of 80 hours is estimated for bidding assistance.
4. Up to 5 addenda will be prepared during the bidding period. Each addenda will take approximately 4 hours. Addenda will be uploaded to QuestCDN. (Total of 20 hours).
5. Work and costs for reproduction and distribution of bid documents to prospective bidders will be performed and borne by the City.
6. Up to 16 hours additional labor is included for geotechnical services to respond to bidder's geotechnical questions.
7. Prepare conformed set of contract documents including items from Addenda. (Total of 80 hours).

Deliverables:

1. Pre-bid meeting agenda and meeting notes (one .pdf)
2. Conformed construction contract documents (pdf format)
3. Up to 5 bid addenda
4. Responses to bidder questions (via email)

Task 1302 – Services During Construction

Objective

The purpose of this task is provide assistance during the construction phase of the North Shore Levee West Project.

HDR Services

1. Provide construction documentation filing and organization.
2. Provide coordination and management of subconsultants (materials testing company, Sargent Engineers (SEI), and Sage Geotechnical (Sage). Sage and Sargent will provide CM services for the three outfalls provided in the contract documents only (Queen Ave, 10th Street, and K Street outfalls).
3. Lead the pre-construction conference with the City and the Contractor. Prepare agenda and meeting summary notes.
4. Lead virtual weekly construction progress meeting via Microsoft Teams or other virtual meeting platform. Prepare agenda and meeting notes.
5. Provide Resident Project Representative, full time onsite for 24 months. To observe construction in general conformance with the contract documents.
6. Conduct site field visits for construction field observations:
 - A. Project Manager – Total of 24 site visits.
 - B. Geotechnical Engineer – Total of 312 site visits.
 - C. Lead Geotechnical Engineer – Total of 48 site visits.
 - D. Lead Fish Biologist – Total of 6 site visits to monitor fish salvage work
 - E. Marine Mammal Observer – total of 15 site visits to monitor for marine mammals during pile driving at following locations:
 - i. STA 325+00 to 335+00: in-water pile driving for bank stabilization along the Hoquiam River in the east segment
 - ii. Queen Ave outfall
 - iii. 10th St outfall
 - iv. K Street outfall
 - F. Lead Wetland Biologist – Total of 6 site visits to monitor implementation of compensatory wetland mitigation site and on-site wetland restoration
7. Prepare observation reports.
8. Review Contractor's baseline schedule and schedule updates.
9. Review Contractor's Pay Requests monthly and provide recommendation to the City for payment.
10. RFIs – Prepare and distribute to the City responses to Requests for Information (RFIs) by the Contractor on the drawings, specifications, or other Contract Documents.

11. Submittals – Review material, equipment, informational, schedule, and other call for submittals in the project specifications for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
12. Review Contractor provided O&M Manuals verifying contractor supplied equipment/supplies conform with the Contract Document requirements, approved submittals, RFI's, and change order
13. Coordinate the change documentation into Change Orders for execution by Contractor and the City.
14. Provide change proposal requests coordination and review to identify the need for changes to Work consistent with the design intent which require changes in Contract Price and/or Contract time.
15. Provide work change directives to Contractor when fair and reasonable pricing for a change item cannot be negotiated or when a change item is critical to the project schedule.
16. Assist in coordinating special inspections during construction.
17. Commissioning – Provide five site visits for commissioning and Project support.
18. Project Closeout – document observed deviations from contract requirements, and provide a list of punch list items in the form of a brief letter-report to the City.
19. Coordinate, conduct and document the substantial completion inspection and issuance of the Certificate of Substantial Completion.
20. Review progress of corrective action on punchlist items and periodically update and re-issue the punchlist and issuance of Certificate of Substantial Completion for the entire or designated portions of the Work.
21. Review Contractor's final completion submittal.
22. Prepare substantial and final completion forms.
23. Record Documents – Prepare Record Drawings from the City and Contractor provided observation notes and drawings. City will approve and field orders, work change directives, and change proposal requests.
24. Coordinate final inspection meeting and physical walk-through of the Project.
25. Collect and prepare close-out documents required by Contract Documents and governing agencies.

City Responsibilities

1. Participate in the preconstruction conference.
2. Contract Administration – Provide construction contract administrative functions including issuing notice-to-proceed, monthly progress pay estimates processing, change management and other administrative functions.
3. Attend virtual weekly construction progress meetings to be held with the Contractor and HDR.
4. City has the sole responsibility to authorize any changes to the construction contract.
5. Coordinate with HDR for site visits and timing for field observation.
6. City will approve field orders, work change directives, and change proposal requests.

7. City will approve pay application recommendations prepared by HDR.
8. Receive and review Contractor's substantial and final completion submittal.

Sage Services:

1. Provide lateral earth pressures and pile design recommendations for the project, including coordination with HDR and the structural engineer, and preparation of a brief letter at the three outfall locations only (Queen Avenue, 10th Street, and K Street).
2. Coordinate, subcontract, and execute a test pit investigation (2 test pits to 15 ft below grade or caving refusal) along the proposed K Street outfall pipe alignment. This task includes preparing a HASP and QAP for HDR review, and coordinating clearance of public underground utilities.
3. Provide test pits logs and photos of the test pit investigation to HDR via email, for inclusion with other geotechnical data that will be provided in bid documents
4. Attend preconstruction meetings with the pile contractor (s) for the three outfalls.
5. Three, eight-hour days in the field to observe pile installation.
6. Prepare, review, and submit daily field reports documenting pile driving activities
7. Receive and review up to four (4) Requests for Information (RFI) provided by HDR, from the City, for the Contractor
8. Receive and review up to four (4) Submittals and re-submittals provided by HDR, from the City, for the Contractor.

Sage Deliverables

1. Test Pit logs and Photos (pdf format).
2. Daily field reports (pdf format).
3. Up to 4 RFI responses (pdf format).
4. Up to 4 Submittal responses (pdf format).

SEI Services:

1. Review up to six (6) RFIs provided by HDR from the Contractor for the three outfalls (Queen Avenue, 10th Street, and K Street).
2. Review up to twelve (12) submittals provided by HDR from the Contractor.

SEI Assumptions

1. Special inspections and daily construction monitoring will be completed by others.

SEI Deliverables

1. Up to 12 submittal review responses
2. Up to 6 RFI responses (pdf format)

Assumptions

1. HDR will utilize Newforma software for document management for the duration of the project. A total of six hours per week of administration staff time is required for organizing required documentation. (Total of 576 hours)
2. Coordination and Management of Materials Testing Company. Assume 2 hours a week for duration of the Project. (Total of 192 hours). The Contractor will schedule special inspections as required for the duration of the project.
3. The virtual preconstruction conference will be a maximum of four (4) hours in duration and include up to six (6) consultant staff. An additional 2 hours of PM time will be needed for meeting agenda and note
4. Assume 104 weekly 2-hour virtual construction meetings attended by up to four HDR staff (total of 832 hours). An addition of one hour of PM time is required for agenda and meeting notes (total of 104 hours). PM will prepare agenda to be distributed to the City and the Contractor within 48 hours of the meeting.
5. A total of 24 schedules will be reviewed. Assume one per month at 3 hours per review. (Total of 72 hours).
6. The Contractor will be paid by the City on a monthly basis. Assume 24 Pay requests at 4 hours each. The Consultant will provide approval to the City to issue payment on a monthly basis. The Project Representative will review as part of the full time inspection. Project Manager needs up to 4 hours per Pay request to provide approval to the City to pay the contractor. (Total of 288 hours),
7. Assume 230 total combined submittals and 90 resubmittals for review (3 hours per submittal and 2 hours per resubmittal to process and review for a total of 790 hours)
 - A. 40 Site Civil Submittals (15 resubmittals)
 - B. 20 Roadway Submittals (5 resubmittals)
 - C. 10 Utility Submittals (5 resubmittals)
 - D. 55 Geotechnical Submittals (20 resubmittals)
 - E. 40 Structural Submittals (20 resubmittals)
 - F. 15 Wetland Mitigation submittals (5 resubmittals)
 - G. 30 Mechanical Submittals (10 resubmittals)
8. Assume 50 RFIs at 4 hours each (total of 200 hours).
9. Preparation of field orders, work change directives, and change proposal requests.
10. Assume 15 change orders for technical reviews as requested by the City at 8 hours each (total of 120 hours).
11. Assume 40 work change directives at 6 hours each. (Total of 240 hours).
12. Assume 40 field orders at 6 hours each. (Total of 240 hours).
13. Assume 956 Construction Field Observation site visits attended by HDR staff at 8 hours each, including travel time. Assume the Contractor is working five days a week for the duration of the Project. (Total of 7,648 hours). No lodging is assumed.
 - A. Project Manager – Total of 24 site visits (once per month) Total of (Total of 192 hours)

- B. Resident Project Representative – Total of 524 site visits (five days per week) (Total of 4,192 hours)
 - C. Geotechnical Engineer – Total of 312 site visits (three per week) (Total of 2,496 hours)
 - D. Structural Engineer – Total of 48 site visits (twice a month) (Total of 384 hours).
 - E. Geotechnical Lead – Total of 48 site visits (twice a month) (Total of 384 hours).
 - F. Total Site visits = 1,124. Mileage is assumed from the HDR office at 100 miles round trip.
14. Assume six (6) Final Site Visits/Project Closeout Visits at 8 hours each, including travel time. (Total of 48 hours)
 - A. 2 Structural Site Visits
 - B. 4 Civil/Mechanical Site Visits
 15. Review of the Contractor supplied and assembled equipment O&M Manuals. Assume 10 O&M manuals at six hours each, including 4 resubmittals at 4 hours each. (total of 76 hours)
 16. Review Contractor's required substantial completion submittal provided to the City, and determine if Project is ready for substantial completion inspection. (Total of 40 hours total).
 17. Consultant's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
 18. Consultant shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
 19. Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
 20. Field observations will be performed in accordance with industry-recognized standard practices.
 21. Contractor is responsible for compliance with permit conditions; therefore Consultant cannot ensure Contractor's compliance with permit conditions. Consultant will only notify City of observed conditions and violations.
 22. Review Contractor's required final completion submittal. (Total of 48 hours)
 23. Construction closeout will be a maximum of 150 hours and provide required documentation prepared by HDR (ie. Daily Observation Reports, testing reports, etc).
 24. Contractor will maintain a set of drawings on-site to document (red-line) changes to work to be submitted for creation of Record Drawings. As-Constructed records from the Contractor will be provided to HDR. HDR will prepare Record Drawings showing only the information provided by the Contractor and/or City, and will not be responsible for the content or accuracy of the Record Drawings other than the information provided. Record Drawings will not be stamped or sealed by HDR or subconsultant.
 25. HDR will prepare 316 Record Drawing sheets. CAD drafting time is assumed to be 2 hours per sheet (totaling 632 hours) as well as 316 hours for project manager and discipline review time. (Total of 948 hours)

Deliverables

1. Submittal reviews (pdf format, via email to the City).
2. RFI responses (pdf format, via email to the City).
3. Daily Observation reports (pdf format, via email to the City).
4. Technical contents of change orders (pdf format, via email to the City).
5. Contractor provided O&M Manual review comments (electronic files, via email to the City).
6. Record drawings (11"x17") (pdf format, via email to the City).

Task 1303 – Archaeological Monitoring

Objective

HDR will perform archaeological monitoring during ground-disturbing construction in accordance with Section 106 of the National Historic Preservation Act (NHPA) and Revised Code of Washington (RCW).

HDR Services

1. HDR will prepare a project-specific Monitoring and Inadvertent Discovery Plan (MIDP) for project construction.
2. HDR will provide a brief tailgate meeting to orient the construction team to the MIDP.
3. HDR will notify the lead federal agency (FEMA), Department of Archaeology and Historic Preservation (DAHP), consulting Indian tribes, and other NHPA Section 106 consulting parties of the tailgate meeting and monitoring schedule. Weekly updates will be provided to the parties for weeks that monitoring is occurring.
4. A Consultant professional archaeologist who either meets the Secretary of the Interior's (SOI) professional qualifications standards for archaeology or is supervised by a Consultant SOI-qualified archaeologist will perform monitoring during ground disturbing construction activities.
5. The monitor will visually and, if possible, manually inspect the sediment samples in the field. A sample of available spoils may be screened through ¼ inch mesh for artifacts prior to backfilling, if determined necessary by the monitor.
6. If the monitor identifies artifacts identified during monitoring, the steps outlined in the MIDP will be followed including notifying the SOI-qualified archaeologist and documenting the discovery.
7. If an inadvertent discovery occurs, HDR will document the discovery on a State of Washington Archaeological Site (or Isolate) Inventory Form and will provide an assessment of eligibility to the National Register of Historic Places (NRHP).
8. The SOI-qualified archaeologist will coordinate with the Client, lead federal agency, and Section 106 consulting parties for the duration of the monitoring.
9. HDR will provide a monitoring report in compliance with Section 106 of the NHPA at the completion of ground-disturbing construction. The report will summarize the activities monitored and the results of that monitoring. The report will also include information about inadvertent discoveries should they occur and will provide recommendations of their eligibility for listing in the NRHP, if feasible, or recommendations of further work if needed to

complete eligibility evaluations. The report will be adequate for submission to the lead federal agency, DAHP, Indian tribes, and other consulting parties. Due to confidentiality requirements for archaeological site location data, distribution of the report may be restricted.

10. HDR will assist the Client in submitting the monitoring report to the lead federal agency and to DAHP for formal review under Section 106 of the NHPA.

City Responsibilities

1. Coordinate construction schedule.
2. Review draft monitoring report.

Assumptions

1. Assume 6 weeks of monitoring and 50 hours per week (total of 300 hours).
2. Assume 1 inadvertent discovery with limited field recordation, no shovel probes, no testing. 1 site/isolate inventory form will be completed for the discovery. If additional inadvertent discoveries occur, a scope adjustment will be requested.
3. 12 hours of coordination are assumed for the SOI-qualified archaeologist. If additional time is necessary, a scope adjustment will be requested.

Deliverables

1. Draft, draft final, and final monitoring report (Client and agency/consulting party reviews, and final submittal; PDF format)
2. 1 State of Washington archaeological site/isolate inventory form (electronically completed in WISAARD; PDF attached to draft, draft final, and final monitoring report).

Task 1304 – Certification

Objectives

1. To produce a levee certification document in conformance with Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10) showing that adequate design and operations and maintenance systems are in place to provide reasonable assurance that the levee has, and will continue to have, base flood risk reduction capability.
2. The documentation produced as part of the project final design and construction documentation will be reviewed and, where needed, revised to conform with the noted CFR requirements.
3. The certification document will be signed and sealed by a Professional Engineer and submitted to the Federal Emergency Management Agency (FEMA) for their review and eventual accreditation for recognition on the Flood Insurance Rate Map (FIRM) as reducing flood risk reduction.

HDR Services

1. HDR will review the design data, evaluations and documentation that, together, provide evidence that the analyses have been performed correctly, are accurate, and consistent with the requirements included in Title 44, Section 65.10, including the following:
 - A. Freeboard

-
- B. Closures
 - C. Embankment Protection
 - D. Embankment and Foundation Stability
 - E. Settlement
 - F. Interior Drainage
2. HDR will review the following construction documentation to confirm general consistency with the project design, including the following:
 - A. As-built drawings
 - B. Records of design modifications or changes
 - C. Quality control and assurance records
 - D. Drainage structure CCTV and joint testing documentation
 - E. Closure structure testing
 3. HDR will review documentation of the system Operating Plan to confirm conformance with 44 CFR 65.10 (c) (1) requirements for the following:
 - A. Emergency Warning System
 - B. Plan of Operations
 - C. Periodic Operation of Closures
 - D. Right of way for the levee system and any agreements with stakeholders, landowners, or other entities related to the levee system
 4. HDR will review documentation of the system Interior Drainage Plan to confirm conformance with 44 CFR 65.10 (c) (2) requirements for the following:
 - A. Flood Warning System
 - B. Plan of Operation
 - C. Manual Backup
 - D. Periodic Inspection
 5. HDR will review documentation of the system Maintenance Plan to confirm conformance with 44 CFR 65.10 (d) requirements for the following:
 - A. Status and availability
 - B. Party responsible for Plan implementation
 - C. HDR will review documentation of the Emergency Preparedness Plan to confirm conformance with Section 4.1.10 of the above referenced 44 CFR 65.10 regulation.

City Responsibilities

1. Review and provided comments on DRAFT documents.
 - A. Client Review Draft
 - B. Stakeholder Review Draft
 - C. FEMA Review Draft
 - D. Final Draft

Assumptions

1. One round of conflict resolved consolidated comments will be reviewed and closed through coordination with the City for each of the four draft documents listed below. Additional rounds of comments and revision will be covered as alternatives to this contract.
2. The system O&M manual is being developed as part of separate task. The effort included here is to review for conformance with CFR requirements.
3. Any changes to the design during construction that require engineering re-evaluation to confirm consistency with the project criteria performance requirements are not included in this task.
4. A memorandum comparing the results of interior drainage pipe joint testing with CCTV inspections are not included in this task.
5. Any required leak detection testing of closure structures is not included in this task.
6. A tabletop exercise to evaluate and finalize the system emergency response plan is not included in this task.
7. Defining the configuration and method of closure gate deployment is not included in this task.

Deliverables

1. HDR will produce a single document that includes each of the elements summarized in the HDR Services section above. A combination of summary documentation and cross-references to other project documentation will be utilized to cover the breadth of the required certification. The following drafts will be developed for the noted purposes:
 - A. Client Review Draft
 - B. Stakeholder Review Draft
 - C. FEMA Review Draft
 - D. Final Draft
2. Meeting Notes (pdf format)

Compensation

The estimated fee for the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs. Total includes a 5% mark up on expenses and subconsultants fees.

Task #	Task Name	Total
100	Project Management	\$396,407
400	Environmental Documentation and Permitting	\$149,081
600	Property Acquisition	\$87,921
1300	Services During Construction	\$4,165,838
	Total	\$5,022,843

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

NURSERY SEEDLING GROWING CONTRACT

Contract 16748 City of Hoquiam Douglas-fir 1+1 and Western Redcedar P+1 2025

This Contract is between the State of Washington Department of Natural Resources (**Grower**), and City of Hoquiam (**Purchaser**). For valuable consideration, the Grower agrees to grow at its nursery facilities seedlings from seed provided by the Purchaser.

The parties mutually agree to the terms below.

TERMS AND CONDITIONS

Section 1. Scope and Conduct of Work.

1. The Grower has suitable greenhouse and bareroot nursery space at its facility, a suitable labor force, technical expertise and the needed equipment, materials and supplies to grow seedlings from seed for one year in bareroot fields (Douglas-fir) or containers (Western Redcedar), transplant one year old seedlings to bareroot fields at approximately 24 seedlings per bed foot, and grow transplanted seedlings for a second year for Purchaser. Seedlings included in this contract for the sow year 2025 are specified in Schedule A, below.

Schedule A –Sow Year 2025

Seedlings Included in this Seedling Growing Contract

Species / Stock Type	Purchaser Code	Grower Code	Sow Year	Transplant Month	Harvest Season/Year	Quantity Thousands (M)	Price \$/M	Total \$
Douglas-fir 1+1		CH25-351	2025	April/May 2026	Winter 2026//2027	40	\$545	\$21,800.00
Western Redcedar Plug+1		CH25-352	2025	July/ August 2025	Winter 2026//2027	10	\$650	\$6,500.00
Total						50		\$28,300.00

The management and procedure governing the work is as follows:

2. The Grower shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the activities to complete in a timely manner the work described in this Contract.
3. Purchaser shall furnish an adequate amount of seed to produce the net quantity of seedlings specified in Schedule A.

4. Grower shall grow the seedlings according to standard nursery practices and with the same care as every other crop in the nursery to achieve the minimum standards set forth in subsection 5 of this Section.
5. Grower will single sort Douglas-fir and cull all seedlings with a caliper of less than five millimeters and height from root collar to terminal bud of less than ten inches. Grower will single sort Western Redcedar seedlings and cull all seedlings with a caliper of less than four millimeters and height from root collar to terminal bud of less than eight inches. Seedlings will be free of any visually detectable disease or insects. Seedlings will be free of any forks at the base of the stem. Seedlings will be root pruned to a root length of ten inches (+/- one inch). Seedlings will be packed in Grower's seedling bags and stored in Grower's cold storage facilities for not more than fifteen days.

Section 2. Period of Performance.

1. **Effective Date:** The beginning date of this contract shall be the date the last party has signed the contract and returned a signed copy to the other party. Each project manager shall keep an original signed copy.
2. **Completion Date:** This contract shall terminate on June 1, 2027 or when all of its terms and conditions have been satisfied, per mutual agreement, whichever is earlier, unless terminated sooner as provided herein.

Section 3. Payment.

1. Payment due to Grower for seedling production services shall be based on the stated price per one thousand seedlings as set forth in Schedule A, plus applicable taxes, if any. Purchaser shall pay Grower 50% of the seedling price specified in Schedule A at the time Grower transplants the seedlings, based on the number of seedlings Purchaser requested and transplanted by Grower. Purchaser shall pay the remaining balance based on the net number of seedlings loaded for shipment. Grower will invoice monthly for seedlings shipped that month. All payments are due within 30 days from invoice.
2. Storage costs for the first 15 days following packing is included in the seedling price. If seedlings remain in Growers coolers beyond 15 days, a \$2.00 per bag or box per month storage fee will be added to the invoice, retroactive to the date that the seedlings were packed and placed in storage.
3. The seedlings will be transported by Purchaser. No transportation beyond loading at the loading dock will be provided by Grower.
4. The number of seedlings made available to Purchaser may vary from the ordered number of seedlings due to potential production of less than or more than the requested quantity. The

Grower shall not be responsible for furnishing replacement trees for less than the requested quantity.

5. Purchaser has the first right-of-refusal for any excess seedlings above the requested quantity (overrun) at the contract price as set forth in Schedule A. Any seedlings below the minimum specifications may be purchased by Purchaser or specifications adjusted as negotiated between Purchaser and Grower. If Purchaser declines the overrun and/or seedlings below specifications, they become the property of Grower to sell or otherwise dispose of.

Section 4. Risks and Liabilities

1. The remedies provided in this contract are the sole remedies available to the Purchaser under the contract.
2. No Warranties. The Grower disclaims all warranties, express or implied, including any warranty of merchantability or of fitness for a particular purpose, in connection with the seedling production services provided by Grower.
3. Grower will not be liable to compensate the Purchaser in any manner if Grower is unable to deliver the seedlings or any part thereof by reason of any cause beyond its control such as Acts of God or of the public enemy, wars, insurrection, riot, crop failure, loss of seedlings by fungus or other disease, insects or other pests, fire, flood, frosts, strikes or other industrial dispute. If any of the aforementioned events do not cause total destruction of the seedlings, the Grower will deliver and the Purchaser shall accept such portion of the seedlings as have grown and met the Minimum Standards set forth in Section 1, subsection 5 and payments due will be reduced proportionately to the number of seedlings that meet the Minimum Standards.
4. If Purchaser's seedlings are significantly damaged by the Grower due to acts of negligence, such as misapplication of fertilizers or herbicides, Grower will reimburse the 50% payment made by Purchaser at the time Grower transplanted the one year old seedlings. However, if any such event does not cause total destruction of the seedlings, the Grower will deliver and the Purchaser will accept such portion of the seedlings as have grown and met the Minimum Standards as set forth in Section 1, subsection 5, and the Purchaser will pay to Grower a proportionate amount of the seedling price.
5. Risk of loss or subsequent damage to each shipment of seedlings shall pass to the Purchaser upon completion of the loading of the shipment at Grower's nursery if transportation is by Purchaser or commercial transportation.

Section 5. Miscellaneous

1. Amendment. The terms of this Agreement, including Schedule A, may be amended only by the written agreement of both parties.
2. Assignment. This contract is not assignable by either party to a third party.

3. Termination. This contract may be terminated by written agreement signed by both parties. If this agreement is terminated after seedlings have been transplanted, the Purchaser gives up all rights to the seedlings and shall continue to be obligated to pay the 50% payment due at transplant time, and if such payment has been made, shall not be entitled to its refund.
4. Dispute Resolution. In the event of any disagreement or dispute between parties under this contract, the parties agree to attempt to resolve the dispute through direct negotiation. If the dispute cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.
5. Governing Law. This contract shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this contract shall be given their ordinary meaning and shall not be construed in favor of or against either party hereto. If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

Section 6. Notification

Written notices may be delivered personally, or by e-mail, U.S. mail or express delivery, to the designated contact persons or their designated replacements. Oral notifications are acceptable if confirmed by written notice within 5 business days.

Project Manager.

1. The Project Manager for the Purchaser is John Bull
Telephone Number – 360-749-1980
City of Hoquiam
609 8th St
Hoquiam, WA 98550
2. The Project Manager for the Grower is Carlos Gantz
Telephone Number - 360-902-1270
DNR Webster Forest Nursery.
P.O. Box 47017
Olympia WA 98504-7017

IN WITNESS WHEREOF, the parties have executed this Agreement.

PURCHASER NAME

Dated: _____

By: _____

Printed Name: _____

Title: _____

FTIN: _____

UBI Number: _____.

STATE OF WASHINGTON DEPARTMENT OF
NATURAL RESOURCES

Dated: _____

By: _____

Printed Name: Cameron Crump

Title: Forest Resources Division Manager

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

NURSERY SEEDLING GROWING CONTRACT

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TERMS AND CONDITIONS

Section 1. Scope and Conduct of Work.

1. The Grower has suitable greenhouse and bareroot nursery space at its facility, a suitable labor force, technical expertise and the needed equipment, materials and supplies to grow seedlings from seed for one year in bareroot fields (Douglas-fir) or containers (Western Redcedar), transplant one year old seedlings to bareroot fields at approximately 24 seedlings per bed foot, and grow transplanted seedlings for a second year for Purchaser. Seedlings included in this contract for the sow year 2026 are specified in Schedule A, below.

Schedule A –Sow Year 2026

Seedlings Included in this Seedling Growing Contract

Species / Stock Type	Purchaser Code	Grower Code	Sow Year	Transplant Month	Harvest Season/Year	Quantity Thousands (M)	Price \$/M	Total \$
Douglas-fir 1+1		CH26-523	2026	April/May 2027	Winter 2027//2028	40	\$545	\$21,800.00
Western Redcedar Plug+1		CH26-522	2026	April/May 2027	Winter 2027//2028	10	\$633	\$6,330.00
Total						50		\$28,130.00

The management and procedure governing the work is as follows:

2. The Grower shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the activities to complete in a timely manner the work described in this Contract.

3. Purchaser shall furnish an adequate amount of seed to produce the net quantity of seedlings specified in Schedule A. Seed shall be accompanied by written or electronic results of current (less than 5 years old) analysis for purity and germination.
4. Grower shall grow the seedlings according to standard nursery practices and with the same care as every other crop in the nursery to achieve the minimum standards set forth in subsection 5 of this Section.
5. Grower will single sort Douglas-fir and cull all seedlings with a caliper of less than five millimeters and height from root collar to terminal bud of less than ten inches. Grower will single sort Western Redcedar seedlings and cull all seedlings with a caliper of less than four millimeters and height from root collar to terminal bud of less than eight inches. Seedlings will be free of any visually detectable disease or insects. Seedlings will be free of any forks at the base of the stem. Seedlings will be root pruned to a root length of ten inches (+/- one inch). Seedlings will be packed in Grower's seedling bags and stored in Grower's cold storage facilities for not more than fifteen days.

Section 2. Period of Performance.

1. Effective Date: The beginning date of this contract shall be the date the last party has signed the contract and returned a signed copy to the other party. Each project manager shall keep an original signed copy.
2. Completion Date: This contract shall terminate on June 1, 2028 or when all of its terms and conditions have been satisfied, per mutual agreement, whichever is earlier, unless terminated sooner as provided herein.

Section 3. Payment.

1. Payment due to Grower for seedling production services shall be based on the stated price per one thousand seedlings as set forth in Schedule A, plus applicable taxes, if any. Purchaser shall pay Grower 50% of the seedling price specified in Schedule A at the time Grower transplants the seedlings, based on the number of seedlings Purchaser requested and transplanted by Grower. Purchaser shall pay the remaining balance based on the net number of seedlings loaded for shipment. Grower will invoice monthly for seedlings shipped that month. All payments are due within 30 days from invoice.
2. Storage costs for the first 15 days following packing is included in the seedling price. If seedlings remain in Growers coolers beyond 15 days, a \$2.00 per bag or box per month storage fee will be added to the invoice, retroactive to the date that the seedlings were packed and placed in storage.
3. The seedlings will be transported by Purchaser. No transportation beyond loading at the loading dock will be provided by Grower.

4. The number of seedlings made available to Purchaser may vary from the ordered number of seedlings due to potential production of less than or more than the requested quantity. The Grower shall not be responsible for furnishing replacement trees for less than the requested quantity.
5. Purchaser has the first right-of-refusal for any excess seedlings above the requested quantity (overrun) at the contract price as set forth in Schedule A. Any seedlings below the minimum specifications may be purchased by Purchaser or specifications adjusted as negotiated between Purchaser and Grower. If Purchaser declines the overrun and/or seedlings below specifications, they become the property of Grower to sell or otherwise dispose of.

Section 4. Risks and Liabilities

1. The remedies provided in this contract are the sole remedies available to the Purchaser under the contract.
2. No Warranties. The Grower disclaims all warranties, express or implied, including any warranty of merchantability or of fitness for a particular purpose, in connection with the seedling production services provided by Grower.
3. Grower will not be liable to compensate the Purchaser in any manner if Grower is unable to deliver the seedlings or any part thereof by reason of any cause beyond its control such as Acts of God or of the public enemy, wars, insurrection, riot, crop failure, loss of seedlings by fungus or other disease, insects or other pests, fire, flood, frosts, strikes or other industrial dispute. If any of the aforementioned events do not cause total destruction of the seedlings, the Grower will deliver and the Purchaser shall accept such portion of the seedlings as have grown and met the Minimum Standards set forth in Section 1, subsection 5 and payments due will be reduced proportionately to the number of seedlings that meet the Minimum Standards.
4. If Purchaser's seedlings are significantly damaged by the Grower due to acts of negligence, such as misapplication of fertilizers or herbicides, Grower will reimburse the 50% payment made by Purchaser at the time Grower transplanted the one year old seedlings. However, if any such event does not cause total destruction of the seedlings, the Grower will deliver and the Purchaser will accept such portion of the seedlings as have grown and met the Minimum Standards as set forth in Section 1, subsection 5, and the Purchaser will pay to Grower a proportionate amount of the seedling price.
5. Risk of loss or subsequent damage to each shipment of seedlings shall pass to the Purchaser upon completion of the loading of the shipment at Grower's nursery if transportation is by Purchaser or commercial transportation.

Section 5. Miscellaneous

1. Amendment. The terms of this Agreement, including Schedule A, may be amended only by the written agreement of both parties.

2. Assignment. This contract is not assignable by either party to a third party.
3. Termination. This contract may be terminated by written agreement signed by both parties. If this agreement is terminated after seedlings have been transplanted, the Purchaser gives up all rights to the seedlings and shall continue to be obligated to pay the 50% payment due at transplant time, and if such payment has been made, shall not be entitled to its refund.
4. Dispute Resolution. In the event of any disagreement or dispute between parties under this contract, the parties agree to attempt to resolve the dispute through direct negotiation. If the dispute cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.
5. Governing Law. This contract shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this contract shall be given their ordinary meaning and shall not be construed in favor of or against either party hereto. If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

Section 6. Notification

Written notices may be delivered personally, or by e-mail, U.S. mail or express delivery, to the designated contact persons or their designated replacements. Oral notifications are acceptable if confirmed by written notice within 5 business days.

Project Manager.

1. The Project Manager for the Purchaser is John Bull
Telephone Number – 360-749-1980
City of Hoquiam
609 8th St
Hoquiam, WA 98550
2. The Project Manager for the Grower is Carlos Gantz
Telephone Number - 360-902-1270
DNR Webster Forest Nursery.
P.O. Box 47017
Olympia WA 98504-7017

IN WITNESS WHEREOF, the parties have executed this Agreement.

PURCHASER NAME

Dated: _____

By: _____

Printed Name: _____

Title: _____

FTIN: _____

UBI Number: _____.

STATE OF WASHINGTON DEPARTMENT OF
NATURAL RESOURCES

Dated: _____

By: _____

Printed Name: Cameron Crump

Title: Forest Resources Division Manager

LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT (“Agreement” or “Assignment”) is entered as of this _____ day of _____, 202__, by and between **THE CITY OF HOQUIAM**, a municipal corporation ("Lessor"), and **ALTA FOREST PRODUCTS, LLC**, a Delaware Limited Liability Company, (“Lessee” or “Alta”, and **DAHLSTROM LUMBER COMPANY** (“Assignor” or “Dahlstrom”) Lessor and Lessee may be collectively referenced herein as “Parties” or individually identified as a “Party.”

Background/Recitals

a. Existing Lease Between Lessor and Dahlstrom Lumber Company. Lessor entered into a lease agreement with Dahlstrom Lumber Company (“Dahlstrom”) for real property situated within the City of Hoquiam, Grays Harbor County, State of Washington on July 25, 1995 (“1995 Lease”). The real property subject to such lease is legally described on “Schedule A” of the 1995 lease agreement. The 1995 Lease remains in effect to date and Lessor and Dahlstrom also entered into a five (5) year extension of such lease agreement on June 1, 2025 (“2025 Renewal”). The 1995 Lease entered into by Lessor and Dahlstrom is attached hereto and incorporated herein by this reference as Exhibit A. The 2025 Renewal is attached hereto and incorporated herein by this reference as Exhibit B.

b. Dahlstrom Lumber Company’s Assignment to Alta Forest Products, LLC’s. Dahlstrom desires to assign all of its rights under the lease agreements with Lessor as set forth on Exhibits A and B (together the “Existing Leases”) to Alta, contingent upon the closing of the asset purchase transaction between Dahlstrom and Alta. Such closing date shall also be the Effective Date of this Agreement. To memorialize such assignment and acknowledge Lessor’s consent to such assignment, Lessor and Alta wish to enter into this Agreement. The mutual desired intent of this Agreement is to make Alta the Lessee under the Existing Leases as set forth on Exhibits A and B for the remaining term of such lease, under the terms of this Agreement.

Now, therefore, in consideration of the rentals herein agreed to be paid by Lessee to Lessor and the other mutual covenants and agreements of the parties herein set forth, the Parties hereto agree as follows:

Agreement

1. **CONSENT TO ASSIGNMENT OF LEASE.** Lessor hereby consents to the assignment by Dahlstrom of the Existing Leases to the Lessee on the Effective Date for that certain real estate situated in the City of Hoquiam, Grays Harbor County, State of Washington, and legally described as Pt lots 6 & 7, Track 10, Hoquiam Tidelands, S 11, T 17, R 10, and more particularly described on Schedule A to the 1995 Agreement, which is hereby incorporated by this reference ("Premises"). The Premises is the same as the property described in the agreements set forth on Exhibits A and Exhibit B.

2. **TERM.** The Parties intend the term of this Assignment to cover the balance of the term remaining on Lessor’s 2025 Renewal with Dahlstrom, which runs through May 31, 2030. As such,

this Agreement shall be run from the Effective Date and end on May 31, 2030. As set forth in Section 2 of the 2025 Renewal, should market conditions force Lessee to cease operations of its mill at the Premises, Lessee may terminate the lease upon giving Lessor notice in writing of its intent to terminate the lease at least six months in advance.

3. **RENTAL.** The Parties acknowledge that the rent on the Premises has been prepaid by Dahlstrom through May 31, 2026 at the annualized rental rate of \$43,526.82. As such, Alta as Lessee shall pay rent to Lessor starting on June 1, 2026. As per Section 3 of the 2025 Renewal, the annual rent shall be adjusted every year on June 1, by increasing the rent in proportion to any increase in the Consumer Price Index corresponding to this area for the preceding year. Furthermore, the Lessee shall also pay in addition to the annual rental payment the amount due and owing to the State Department of Revenue for Leasehold Excise Tax pursuant to RCW 82.29A and Hoquiam Municipal Code Chapter 4.96, upon submission of a billing statement for said tax by the City. All rental payments shall be payable annually, in advance, on or before the first day of June, and shall be paid to the Lessor (Finance Director) at City Hall, 609 8th Street, Hoquiam, Washington.

4. **POLLUTION LIABILITY INSURANCE.** Alta shall add Lessor as an additional named insured on its pollution liability insurance coverage which shall remain in full force and effect throughout the duration of the Term. Lessee shall provide proof of coverage at commencement of the Lease and as requested by Lessor.

5. **OTHER TERMS AND CONDITIONS.** The Parties agree that all terms and conditions of the Existing Leases which are not inconsistent with the terms and conditions of this Agreement shall remain in effect throughout the term of this Agreement. To the extent any of the provisions of this Agreement conflict with the Existing Leases, then the provisions of this Agreement shall govern and take precedent over the provisions of the Existing Leases. Upon the assignment of the Existing Leases and to the extent that the provisions therein govern the Parties hereto, Alta shall be treated as Lessee, having all of the rights as Dahlstrom as set forth in the Existing Leases. Notwithstanding the foregoing, the Parties agree that Alta shall have no liability nor responsibility to Lessor or any third party for (i) any acts or omissions by Dahlstrom at any time or (ii) any breaches under the lease which occurred prior to the Effective Date. In addition, this Agreement is contingent upon the closing of the asset purchase transaction between Dahlstrom and Alta and if such closing does not occur, this Agreement shall be null and void and shall have no effect, even if executed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
this ____ day of _____, 2025.

LESSOR: THE CITY OF HOQUIAM

By: Ben Winkelman
Its: Mayor

ATTEST

Finance Director

LESSEE: ALTA FOREST PRODUCTS, LLC

By: _____
Its: _____

**ACKNOWLEDGED AND APPROVED BY PRIOR LESSEE DAHLSTROM LUMBER
COMPANY.**

DAHLSTROM LUMBER COMPANY

By: _____
Its: _____

HOQUIAM Police Department

Electronic Health Records Solution

Prepared By:

Medicalistics, LLC
14850 Montfort Dr. Suite 131
Dallas, Texas 75254
cengel@medicalistics.com
Phone: 410.979.0037

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EXECUTIVE SUMMARY

Medicalistix LLC is pleased to have the opportunity to describe our solution to the Hoquiam Police Department. Together, Medicalistix and NextGen Healthcare provide a comprehensive and scalable solution with unparalleled coverage and security to meet your needs.

For the last fifteen years, Medicalistix and Nextgen have teamed to provide the correctional community with the best technology and professional services, leveraging the strength and expertise of each expansive and highly qualified organization.

The Medicalistix team of professionals provides an exceptional depth of knowledge and experience, and our track record demonstrates success. Our Team qualifications include:

- Averaging 15+ years of experience in the correctional healthcare environment, our team brings an understanding of the key challenges most jails and prisons face.
- Working with more than 145 prison and jail facilities and over 5000 correctional healthcare providers to improve healthcare every day.
- Implementing our solution in both state-wide prison systems and numerous county level jails. This breadth of expertise and knowledge differentiates us from our competition. Medicalistix staff offers a tangential understanding of the industry and corrections clients' needs as well as methods to improve their healthcare environment. We pride ourselves on our unique, hands-on approach to implementation and training, which helps ensure our clients yield the best long-term results.

Medicalistix partners with YOU to optimize adoption of the solution. Our team is with you on every step of your journey – from the Kickoff Meeting through Go Live and beyond:

- Providing you with a dedicated team including a project coordinator, implementation specialists, interface analysts and data integration specialists who will guide you through a successful implementation.
- Meeting with you regularly post go-live to improve team adoption and determine additional content needs – targeting efficiency gains and process improvement. Partner with us to improve the software solution!
- Delivering regular learning opportunities for your team on existing and new system functionality. The Training Team provides regular “Basics” sessions as well as advanced topics every month. The Learning Management System allows easy, quick access to staff education.
- Bringing a highly experienced and client-centric team to support you with issues and on-going maintenance, the Help Desk team will meet with you regularly to ensure that your interfaces and systems are working as designed.

We believe our solutions allow Hoquiam Police Department to best take advantage of our experience and expertise to help you successfully implement into a new, efficient electronic environment that will benefit your patients and staff for years to come.

Thank you,

Catherine Patterson

Sales Director

PROPOSED SOLUTION

Medicalistics will install, implement, and train the following solution to meet the desired functionality.

NextGen Electronic Health Records – a solution for Clinical Documentation including Orders and Medication Management

A specialized, truly whole-person EHR is central to the effective administration and reporting of whole-person care focused organizations. Organizations that integrate physical care with behavioral health and human services need a platform that can support their mission.

NextGen Healthcare is proud to deliver a comprehensive enterprise solution that extends beyond the classic medical setting by integrating behavioral (mental health and substance use disorder), physical, and oral health data, along with social and human services to support complex care in a fully integrated, holistic manner.

- Customizable out of the box content
- Pre-built and configurable Clinical Workflows
- Limitless reporting
- Streamlined interoperability
- Integrated mobile solutions

Correctional Health Module – corrections specific content to meet your unique needs

Medicalistics' Correctional Health Modules (CHM) provide a robust corrections-specific solution with content for correctional healthcare as well as behavioral healthcare, women's healthcare, dental health, and eye health. The template-based content is highly configurable and can be customized for state/local specific documentation and reporting needs. The CHM content includes:

- Nurse Centric Documentation
- Configurable Intake
- Configurable Nurse Protocols
- Behavioral Health workflow
- Infirmary Workflows

eZmar - easy and efficient electronic medication administration record

Our electronic medication administration record solution, eZmar, is designed specifically to address the unique demands of corrections. eZmar provides the following features and benefits for corrections:

- Key Patient information displayed
- View and administer Scheduled, KOP, and PRN medications from just 1 screen

- Filter patients by facility, building, floor, patient status, and med type
- History, Alerts, and Inactive meds all available from main screen
- Integration between provider order, pharmacy, and eMAR
- Increase efficiency and communication with electronic process
- Decrease patient safety issues that may occur with paper MARs

NextGen Document Management System – supporting both Clinical and Management areas with scanned or imported images

NextGen Document Management System supports Patient Registration by associating scanned documents such as consent forms to the patient information. Additionally, diagnostic reports, medical records and other documents can be scanned, reviewed and signed off by the clinical provider.

- Manage incoming Paper
- Configure Indexes and Categories
- Access scanned documents from any application
- Digital review and sign-off via tasking or Provider Approval Queue

NextGen Practice Management- effectively bill Medicaid

NextGen Practice Management (PM) offers a comprehensive, integrated billing solution tailored to meet your unique needs while providing healthcare services to incarcerated individuals. Designed to streamline the revenue cycle, NextGen PM enables efficient and accurate billing to Medicaid and Apple Health, helping the facility capture available reimbursement, and support sustainable care delivery.

Key features include real-time eligibility verification, automated claims scrubbing, and a robust rules engine designed to support Medicaid and other public health program billing requirements. These tools work together to reduce claim denials, accelerate payments, and improve financial performance. Seamlessly integrated with the electronic health record (EHR), the system supports coordinated care across medical, dental, and behavioral health services—ensuring accurate documentation and compliance.

NextGen Eligibility Verification

Eligibility verification is the process of confirming an incarcerated individual's healthcare coverage—such as Medicaid or Apple Health—through real-time, automated checks. By integrating this capability into the facility's EHR system, staff can ensure accurate billing, reduce claim denials, and maximize reimbursement opportunities. This streamlines administrative workflows and helps correctional facilities capture available funding to support quality care. The Eligibility process can be run in bulk via the Practice Management Application.

Waystar Clearinghouse Claims Management Core Package

This package includes:

- Unlimited Electronic Claims*
- Unlimited Electronic Remittance Advice
- Unlimited Denials
- Unlimited Appeals
- Claims Monitoring

Waystar's Claim Manager automates and streamlines claim submissions with predictive modeling and real-time updates to reduce denials. Remit Manager consolidates payer payments and automates remittance matching, improving reimbursement speed and accuracy.

Waystar's denial management tools help staff easily identify, route, and resolve denied claims with automated workflows, robust root-cause reporting, and real-time analytics. This streamlined approach minimizes write-offs, increases denial conversion, and improves overall productivity with clear visibility into denial trends and staff performance.

With Waystar's 100% paperless appeal solution, correctional facilities can submit fully pre-populated, payer-specific appeal packages quickly and in bulk. The system boosts appeal success rates while reducing time and costs, enabling faster resolution of denials and more consistent reimbursement.

Waystar's Claim Monitoring solution gives correctional facilities smarter, more automated control over claim status inquiries by using predictive payer data and real-time intelligence. It reduces manual work, accelerates denial remediation, and increases efficiency through actionable updates, customized workflows, and alerts that ensure no claims fall through the cracks.

*Monthly fees include up to 500 claims per month per provider. All claims over 500 will be charged an average fee of \$0.25 per claim.

Interfaces - lab interface and JMS interface

- Lab Interface- The NextGen EHR software provides sophisticated electronic handling of patient lab orders and test results via interfaces to lab vendors. NextGen utilizes the current version of HL7 for their standard laboratory and radiology interfaces. Lab interfaces match results back to the patient and provider, directly populate results back into the EHR as well as send orders if bi-directional data is desired. Included in NextGen SaaS Licenses.
- JMS Interface- Our solution includes a real-time, web-based standard interface between the Jail Management System (JMS) and the NextGen EHR. This vital interface will automatically create patient records for new intakes, and update location and housing

information, patient demographics information, as well as other information as required from the JMS. It can exchange information in real time, or at a lower frequency depending on the capabilities of the JMS it is talking to. In this way the list of patients in the EHR will be synchronized with the JMS offender list and updated frequently. This information supports significant ease of use benefits for clinical staff within the EHR as well as supporting custody staff's transportation planning.

The JMS interface receives from the jail management system, at a minimum, the InmateID (the permanent ID tied to the inmate's fingerprints), the inmate's demographics and their housing information. Much more information can be sent and/or received between the EHR and the JMS. We can also send/receive information to/from the canteen system, the inmate accounting system and other systems employed on the custody side of a jail system.

eZrap™ - Sick Call Solution

eZrap™ (Electronic Request Authorization Processing) is a web-based solution designed to eliminate paper-based request forms and improve operational efficiency within correctional facilities. By digitizing common requests—such as Sick Call, KOP Medication Refills, and Grievance Notifications—eZrap™ streamlines workflows, ensures accountability through audit trails, and reduces administrative burden.

The system allows facilities to easily enable or disable individual forms as operational needs change. It is also flexible enough to support the quick addition of new form types. eZrap™ includes optional two-way communication with patients through tablets or kiosks, enabling them to track the status of their requests and maintain a request history.

eZrap™ operates within your existing IT environment—on tablets, kiosks, workstations, or laptops—and runs securely on your servers, behind your firewall. It is fully hardware-agnostic and can be branded with your facility's logo. Designed for rapid deployment, eZrap™ provides a scalable and secure solution to modernize request management processes.

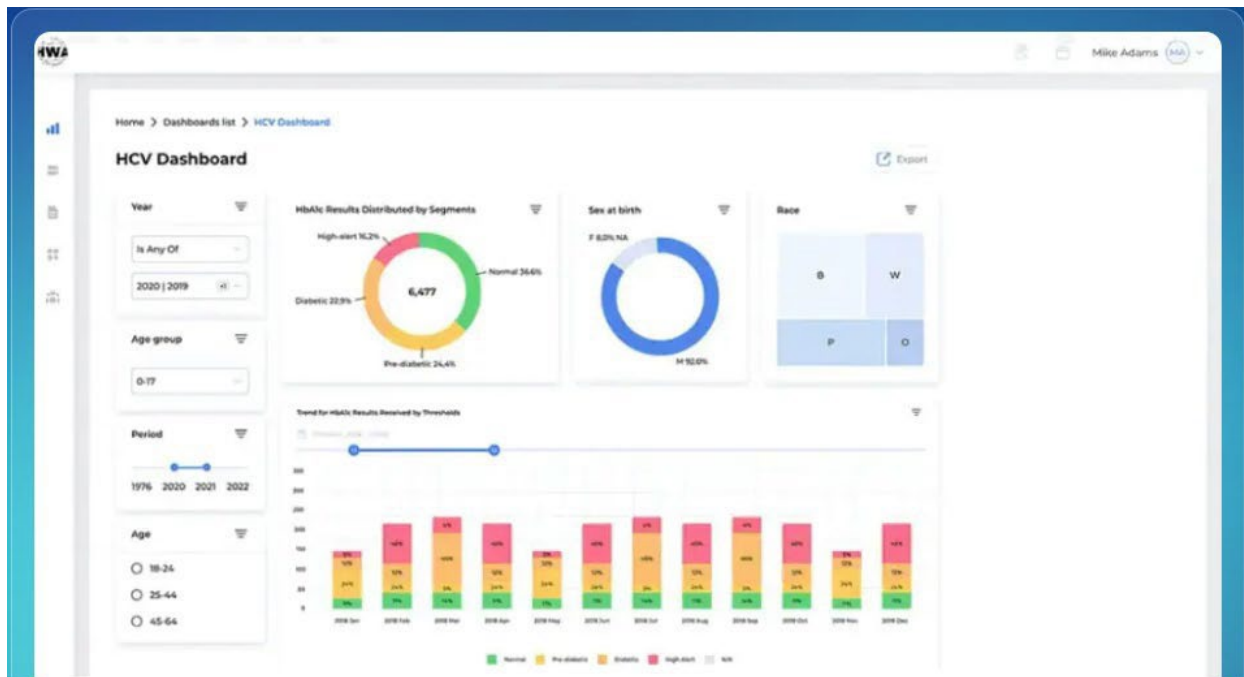
Healthworks Analytics- Optional

Medicalistics offers Healthworks Analytics—an analytics platform unique to the public healthcare space—to identify high-risk populations, manage cases, and increase visibility into multiple aspects of patient care. With Healthworks Analytics, clients can measure and monitor performance, activity, risk & productivity against strategy, needs, and goals. The powerful tool allows you to analyze and report trends and compare results across time periods, cohorts, care workers. Additional features include:

- Risk adjusted performance against dozens of quality measures
- Interactive multi-level drill down all the way to taking action
- Alerts based on risks and activity
- Comprehensive Program analysis

- Utilization analysis

Learn more at: <https://healthworksanalytics.com/>



HOSTING

The proposed solution is hosted through our partnership with Amazon Web Services (AWS). AWS is the most secure and most stable hosting platform in the country. They maintain SOC2 certification. It offers HITRUST security certification, CJIS compliant, and can quickly scale to add as many users and/or storage as necessary. AWS data centers are located in the US. All upgrades and patches are applied and managed within the US.

IMPLEMENTATION AND TRAINING

For a detailed explanation of the work involved in the implementation of this EHR solution, we have provided a sample project plan with this SOW. At the start of the project, you will receive a plan specific to your project along with your specific timeline information.

Project Management Methodology

Medicalistics implementation methodology is a hybrid solution between waterfall and agile approaches. Using these components has allowed us to create detailed client specific project plans that address multiple tracks. Our process includes the project phase lifecycle depicted below. Our plans begin together from the initiation phase and break into 3 primary tracks at the build phase. These three phases have proven very successful in deploying our solution as the three tracks typically engage different project resources and the teams come back together for the transition phase.



This methodology is built on documentation and communication starting with our implementation playbook that is completed by the Project Coordinator during the initiation phase. This playbook along with other project documents, status reports and meeting minutes will be posted to a Project site that we will host with the client having full read and write access to the information. The playbook is the foundation of the project management methodology and is a living document through the implementation. The playbook consists of many items such as:

- Client Profile
- Contact List
- Communication Plan
- Database Utilization Plan
- Prosci (Change Management) Assessment
- Access Request Log – for ensuring proper steps are followed to grant Medicalistics team members access to the client’s environments
- Project Milestone Tracker
- Risk Register
- Assumptions Log
- Change Control Log
- Lessons learned Log

Contact list – allows for tracking project resources on the Medicalistics and client side for early identification of their role in the implementation, responsibilities, and contact information for easy access throughout the project.

The contact list also depicts letters for each project resources responsibility level for components of the project. These roles include the break down below and client specific roles are often added during the initiation phase.

Role	Legend	Definition of Role
Owner	O	The Owner is ultimately responsible for the successful completion of the specified area. The buck stops here.
PM	P	The Project Manager (PM) is responsible for ensuring all work efforts in the specified area are defined, communicated, assigned, and completed by members of the project team.
Clinic SME	C	The Clinic SME is the designated clinic operations-focused subject matter expert whose knowledge and guidance we will use to lead us in the design and decision-making of work and information flow that directly impact clinic operations. The Clinic SME is that person who can tell us if the technical and functional design ideas being considered are valid and will work when put into practice at the clinic. They are the proof in the pudding.
Technical SME/IT	T	The Technical SME/IT is the designated technical lead responsible for providing detailed technical guidance on exactly how we can technical achieve the functional specifications.
Documenter	D	The Documenter is responsible to ensuring all necessary documentation in their specified area is completed timely and communicated or shared with appropriate parties.
Trainer	R	The Trainer is responsible for developing and delivering all necessary training materials. This person is expected to work closely with the clinical SMEs and testers to get very familiar with the system and all that needs to be trained.
Tester	Q	The Tester is responsible for creating functional test plans, validating test plans with clinical SMEs, executing testing, delivering test plan results to the team, and obtaining approval of completeness of tests.
Project Lead	L	The Project Lead is the overarching lead project manager over all other project managers in the specified area. They are the top-level point PM for their specified area to ensure the work efforts are completed timely and communicated to the project team.
BA	B	The Business Analyst is responsible for working with the business, clinics, and operational teams to ensure all functional specs of the system are met and impacts to the business are considered and any questions or issues are documented and brought to the attention of the appropriate persons for resolution.
Data Analyst	A	The Data Analyst is responsible for dissecting data in their specified area and provided the necessary feedback to the team to facilitate appropriate decision making.
Developer	DV	The Developer is responsible for creating the templates, applications, interfaces or other coding

Project Milestone Tracker gives a high-level overview of the critical path project items and their status for review and management by the Project Coordinator, Client project Team and Executive team.

Risk Register allows for a comprehensive tracking list of Project risks identified throughout the project. Active risks are also depicted on the weekly status reports that are shared by the Project Coordinator.

Change Control log is a log that tracks any change requests or out of scope items identified throughout the project and their status. Change request items do follow a defined workflow and require a change request form to be completed and approved by the Client and Medicalistics.

In addition to the Implementation playbook, your Project Coordinator will also complete meeting minutes after each call and weekly project status reports that outline the project health including budget, scope, timeline, hours burn down, current, and upcoming tasks, risks and project timeline projections.

Training

Our training method is another of the areas that Medicalistics views as a significant differentiator among its competitors. The goal is to ensure that the client’s users have a very good understanding of, and are comfortable with, the NextGen system before their facility goes live. We offer training through a combination of learning management system videos, remote training sessions with a “live” trainer, and on-site training.

Training is one of the most challenging components of the implementation. Medicalistics has developed a specific methodology to allow all users to receive comprehensive training while the facility continues to provide the normal level of care. The Medicalistics project coordinator will work with the site administrators to educate them on the enrollment and training process

and ensure that all provisions necessary to schedule and execute user training are fully understood well before the training events.

We have **included on-site training**, along with our Learning Management System (online training videos) for all users, in this proposal.

PRICING ESTIMATE

The estimated cost for this solution includes the NextGen Electronic Health Record solution, NextGen Billing and Scheduling, Medicalistics Correctional Health Module (CHM), eZmar eMAR solution, lab interface, JMS/OMS interface, and hosting.

This estimation was determined based on 4 users, 1 providers, 1 physical locations/facilities, and total 30 beds. Conversions and additional hours/services are listed separately.

Note: Years 6-10 will be subject to no more than 5% CPI increase.

HOQUIAM POLICE DEPARTMENT				
ITEM	TYPE	YEAR 1 PRICE	YEAR 2+ PRICE	5 YEAR TOTAL COST OF OWNERSHIP
NextGen SaaS License	\$149.00 Per User/Per Month (4 Users)	\$ 7,152.00	\$ 7,152.00	\$ 35,760.00
Correctional Health Module	\$2.00 Per Bed/Per Month (30 Beds)	\$ 720.00	\$ 720.00	\$ 3,600.00
JMS Interface	License Fee - GHSO Responsibility	\$ -	\$ -	\$ -
	Annual Maintenance - GHSO Responsibility	\$ -	\$ -	\$ -
Learning Management System	\$199.00 Per User/Per Year (4 Users)	\$ 796.00	\$ 796.00	\$ 3,980.00
eZmar	Enterprise License Fee - GHSO Responsibility	\$ -	\$ -	\$ -
	Location License Fee	\$ 5,000.00	\$ -	\$ 5,000.00
	\$2.00 Per Bed/Per Month (30 Beds)	\$ 720.00	\$ 720.00	\$ 3,600.00
Project Coordinator	One Time - GHSO Responsibility	\$ -	\$ -	\$ -
Configuration & Training	One Time - GHSO Responsibility	\$ -	\$ -	\$ -
Hosting Fees - 3rd Party Server	Recurring - GHSO Responsibility	\$ -	\$ -	\$ -
Hosting Fees	One Time - GHSO Responsibility	\$ -	\$ -	\$ -
Billing - Waystar	\$189.00 Per Provider Per Month (1 providers)	\$ 2,268.00	\$ 2,268.00	\$ 11,340.00
Billing - Waystar Implementation	One Time - GHSO Responsibility	\$ -	\$ -	\$ -
Eligibility Verification - Full Time	\$55.00 Per Provider Per Month (1 Provider)	\$ -	\$ -	\$ -

Eligibility Verification - Part Time	\$27.50 Per Provider Per Month (1 Provider)	\$ 330.00	\$ 330.00	\$ 1,650.00
Totals:		\$ 16,986.00	\$ 11,986.00	\$ 64,930.00

Nextgen License Includes

- EHR/EPM
- Healthwise Patient Education
- CPT Codes
- 1st Data Bank
- Hosting
- Mobile Tier 2
- Lab Interface
- Virtual Visits

OPTIONAL COMPONENTS

eZrap Sick Call Solution

- Additional \$2,500 one-time fee per facility

Additional Services

Additional services are also available at our standard rate of \$175/hour. These services might include the additional reports training or training your staff on how to customize the templates/forms/documents withing the NextGen system.

Notices:

If the lab vendor is different from the vendor used by Grays Harbor County Jail and Hoquiam Police Department, there is an Hoquiam

Risks:

All timelines and go lives included in this plan are subject to Client’s participation and timely assistance to tasks and requirements identified within these projects, such as answers to state and local guideline requirements, infrastructure/hardware minimum standards being met, and execution of tasks identified as client specific such as end user

training and go live/down time communications.

Support:

Issues identified related to the development outlined in this Statement of Work (SOW) as a defect will be covered under the support agreement at no additional costs. Tasks and responsibilities outside of what's included in this Statement of Work such as enhancement requests or variations from this document will be charged at a rate of \$175.00 per hour and require written authorization by both the Client and Medicalistics.

Payment:

Payment for services will be billed in accordance with the hours identified within this Statement of Work (SOW) in accordance with your contracted hourly rate and payment terms, any changes or updates to this SOW or the hours required will require written authorization from the Client and Medicalistics. Milestone Invoices will be billed due upon receipt in accordance with the outline below. All annual invoices are billed up to 45 days in advance with net 30-day due dates.

Due	% Due	Cost	On or Before Due Date
Upon Cohort 2 Funding or contract signing whichever is later	50%	\$8,493.00	09/30/2025
Upon Cohort 2 Funding or Go live whichever is later	50%	\$8,493.00	01/31/2026
	100%		

Year 1 Total Costs: \$ 16,986.00

**Year 2+ costs will be billed annually beginning 1 year from contract signing.*

AGREED:

BY: _____

Authorized Medicalistics Officer

BY: _____

Authorized Client Officer

BY: _____

Typed or Printed Name/Title

BY: _____

Typed or Printed Name/Title

Date: _____

Date: _____

Healthworks Analytics

Healthworks Analytics Innovative Solutions for Grays Harbor County		
Corrections (Licensed Beds)	Yearly	\$65,000
Definitions		
Licensed Beds	up to 500	Population Beds in Correction Systems
Feed	EHR	Unique data source
Implementation Services		
Set-up Fee (1 Feed,)		waived
Entity Set-up Services		waived
<u>..</u> Map the various data elements coming from multiple customer data sources into the VI platform.		
Prices Include		
Visual Intelligence Platform (VIP)		Up to 15
Base System		
Storage		1 Terabyte
Additional Prices		
Additional Feeds		<u>\$ 10,000.00</u>
Hourly Services Rate		\$175/HR
Travel		TBD

SAMPLE PROJECT PLAN

ID	Task Name
1	Small Jail Implementation Plan
2	Project Planning
3	Initiating/Pre-Implementation
4	Contract Signed
5	Send Client the Small Jail Configuration Playbook
6	Sales Turnover Call
7	Client Intro Call
8	Work Order Initiation
9	Identify Clearance Requirements and staff for Clearance
10	Project Management
11	Project Management Activities/Documentation
12	Project Management Meetings (Will update once we know project duration)
13	Mutually Agreed Project Plan
14	Create Client Project Plan with Travel Indicators
15	Medicalistics Meet to finalize mutually agreed upon Project Plan
16	Project Plan Signed Off by NG & Medicalistics
17	Review Project Plan with Client
18	Obtain Client sign-off for Project Plan
19	Correctional Health - Activation
20	Core Software Installation
21	Install Servers/NextGen Applications
22	Prepare Servers for NextGen Installation
23	Install Operating System
24	Install SQL Server
25	Install Report Server/Audit Server
26	Configure SQL Server
28	Install NextGen software
29	Download NextGen Software from FTP Site
30	Install NextGen Core Applications
31	Deploy Configured DB to Prod
32	Copy Prod to Test
33	Install Crystal Reports
34	Client Completes the Small Jail Configuration Playbook
35	Back Up Solution
36	Install/Configure Back Up Solution for Development, Prod , Test
37	Test Back Up Server/Solution
38	Validate back-up for Development, Prod and Test
39	Citrix/Terminal Servers
40	Create NGProd, NGTest, NGDemo, NGDevl icons
41	Client User list by Role
42	Create Profiles by user list
43	Apply Profiles to Workstations
44	Test Profiles by Role
45	FAT Clients
46	Obtain local IP addresses for Fat Client Workstations
47	Install any necessary FAT Client stations
48	Test Installation
49	Perform NextGen System Check
50	Verify licensing of all purchased products
51	Test basic functionality per System Check
52	Provide System documentation to client for sign off
53	Client sign off and return documentation to NextGen/Medicalistics
54	Training - Phase I (Elearning, SCT)

55	eLearning - EAS, EHR,
56	Review eLearning Enrollment form with client. Discuss curriculum options
57	Identify all Corrections users for eLearning enrollment, including role for
58	Complete eLearning enrollment form
59	Ensure number of users to be enrolled
60	Assign user logins/passwords
61	Communicate user logins/passwords to users
62	Monitor eLearning progress/reporting
63	Verify online eLearning completed
64	SCT Training EHR, EAS
65	System Check is complete and Sign-Off obtained
66	Configuration Checklist is complete and received from client
67	Configuration is completed according to check list items
68	Review Configured Items with Client
69	Client Sign off of configuration
70	Core Group Training (CGT)
71	Create Core Group Training Plan
72	Develop CGT Training Outlines
73	Obtain Client Approval for CGT Training Outlines and Plan
74	Ensure client communicates CGT training schedule and Secure training facility
75	Core Group Training
76	Core Team Training Preparation
77	Verify network access, test patients, NextGen logins configured
78	Verify Training Room(s) are Prepared
79	Verify Users Scheduled for training
80	Core Team PM/EAS Training
81	Train Super Users on Combo CGT EHR/EAS
82	Attend Core Team EHR/EAS CGT
83	Core Team Training Issue Resolution
84	Document Core Team Training Issues
85	Issue Resolution from Core Team Training
86	Conversions
87	Conversions Project Initiation
88	Schedule Conversions Kick Off Meeting
89	Attend Conversions Kick Off Meeting
90	Verify Timeline
91	Requirements Definition
92	Receive technical specs from Client
93	Define PM Conversion Including Ins. & Demo Criteria
94	Create Conversion Criteria specifications
95	Obtain client sign-off for Conversions
96	Conversions development
97	Develop PM Conversion Including Ins. & Demo Criteria
98	Conversions Testing/Validation
99	Validate PM Conversion Including Ins. & Demo Criteria
100	Obtain Client sign-Off on Demographics and Document Conversion
101	Interface Development and Installation
102	Preparation for Integration
103	Schedule Integration Kick Off Meeting
104	Attend first Integration Kick Off Meeting
105	Distribute notes from meeting
106	Interface Agent Installation
107	Install Rosetta
108	Install Interface Agent(s) (Demographics)

109	Test Communication
110	Surescripts Enrollment
111	Verify Surescripts Enrollment is completed
112	Surescripts ePrescribing training via Webex
113	Demographic INTERFACE
114	Demographic Preparation
115	Demographic Kickoff
116	Verify timeline with vendor (resources)
117	Ongoing Demographic meetings
118	Demographic Requirements Definition
119	Determine requirements of Demographic interface
120	Receive current Demographic state technical specs
121	Review/follow-up of Demographic spec with Client
122	Collect Demographic data location
123	Obtain sign-off on technical specifications
124	Build Interface
125	Configure Demographic interface
126	Test Demographic Communication
127	Demographic Testing
128	Test Phase I
129	Obtain initial patient demographic test files from Client
130	Set up testing process
131	Validate data
132	Test Phase II
133	Data validation (elements and housing)
135	Test Phase III
136	Error message handling and alerting
137	Test auto merge process
138	Sign Off Results
140	Review Demographic documentation with Client
141	Obtain sign off from client
142	Finalize Production
143	Prepare Production Environment
144	Test Connectivity
145	Data verification
146	Auto-merge process verification
174	LAB INTERFACE(S)
175	Project Initiation (Information Exchange)
176	Contract with vendor for interface
177	Assign programmer (lab vendor)
178	Verify timeline with vendor (resources)
179	Log Support call to install interface
180	Kickoff call
181	Schedule Kick Off call
182	Conduct Kickoff call
183	Exchange HL7 , Rosetta specs (if needed)
185	Verify communication method (Hypersend, VPN, hub, etc)
186	Schedule ongoing project calls
187	Workflow Analysis - current state
188	Establish Lab VPN
189	Interface Installation
190	Configure Rosetta Agent
191	Training
192	Schedule Orders Module/Rosetta Holding Tank training

193	Attend training webinar
194	Lab Workflow Analysis
195	Begin initial high level workflows (differences and standardization)
196	Review Lab Ordering Process
197	Review Specimen Collection Types and Sign-off
198	Review Labeling Requisition Process
199	Review Resulting Process
200	Categorization by Result
201	Special Specimen Types
202	Final Workflow and Configuration
203	Sign-Off by Client on Workflow
204	Configuration Build
205	Configuration Team Starts Build
206	Lab Workflow Confirmed and Validated.
207	Orders Module Set up
208	Reports and Documentation- Verify in DB
209	Lab Order Requisition (Crystal Report)
210	Lab Results Report (Crystal Report) - Save, Configure and Link
211	Lab Labels (Crystal Report - if needed)
212	Determine if labels are required
213	Create label format in Crystal Reports & link to Template
214	System Build (File Maintenance)
215	Upload Vendor specific codes (Order Test Table)
216	Lab Compendium Planning (Spreadsheet to Client)
217	Receive Lab Compendium Spreadsheet
218	Load NextGen lab compendium
219	NextGen Order Test Compendium
220	Map NextGen Compendium to vendor codes
221	Note confidential tests
222	Add user description
223	Order Test Favorites (Optional based on Workflow)
224	Create test favorites
225	Link favorites to practice
226	Link favorites to specialty
227	Link favorites provider
228	AOE Set Up
229	Determine necessary AOE questions
230	Create AOE Questions
231	Link AOE questions to tests
232	Set Preferred Performing Entity
233	Location level
234	Practice level
235	Other Practice Preferences
236	Print Requisition instruction defaults
237	Compendium use defaults
238	Provider favorite modifications
239	Testing
240	Phase 1
241	Test Communications, Technical, connectivity
242	Verify messages, interface, INI settings
243	Phase 2
244	Orders - from Orders Module
245	Verify Rosetta HL7 Segments, panels, order messages,
246	Verify provider, location info from order

247	Verify Patient demo and insurance info from order
248	Print Lab Vendor requisition for orders (Crystal reports)
249	Confirm Cancel Order Messages
250	Confirm Change Order Messages
251	Lab Vendor specific test plan - order required tests
252	Phase 3
253	Results testing
254	Verify patient matching, orders to results, panel results, comments, etc.
255	Rosetta Holding Tank
256	Manual matching of results
257	Print results report (Crystal report)
258	Verify layout, information
259	Lab Result Sequences table (file maintenance)
260	Reorder components panels
261	Results Notification (workflow/tasking and/or PAQ)
262	Finalize Lab Workflow Analysis -
263	Develop processes for new Lab workflow, use for end user training
264	Prepare PRODUCTION Environment
265	Setup File Maintenance Tables
266	Setup Security, Rights & Permissions
267	Copy Orders Requisition, results report and specimen labels
268	Configure/Install Interface in Production Environment
269	Test PRODUCTION
270	Test Order from Lab Vendor module in PROD
271	Test Order requisition in PROD
272	Test Results report in PROD
273	Vendor Approvals
274	Vendor approval orders testing
275	Vendor approval orders requisition
276	Vendor approval results report
277	Lab Interface Ready for go live
278	eZmar
279	Server/Interface Installation
280	Verify Server Installation and Access
281	eZmar/Ingration and template Installation and Testing Communication
282	eZmar Planning
283	eZMar Kickoff
284	eZmar Discovery Worksheet completed
285	Medication Workflow Review/Current Active Medication Upload to NG
286	Medication Workflow Signoff
287	eZmar Build
288	eZmar Build
289	eZmar Testing
290	eZmar Testing/Tuning
291	Client Signoff on eZmar
292	eZmar LMS Training
293	Admin Training
294	EUT eZmar Training
295	Finalize Production
296	Prepare Production Environment
297	Test Connectivity
298	Data verification
299	DMS
300	ICS Prep

301	NG Remote Scanning Software Needed?
302	Remote-Scan Software Needed?
303	Scanners Purchased and Installed
304	ICS Analysis
305	ICS Kickoff Meeting
306	Validate Remote Scanners ready and Software loaded
307	Determine processes for bulk/past charts vs. new information
308	File Maintenance
309	ICS Setup
310	Imaging Locations - Archive Path
311	Imaging Locations - Cache Path
312	Imaging Locations - Hard Delete Path
313	Quick File Configurations (Optional)
314	Quick File Hot Keys (Optional)
315	Remote Connections (if using remote scanning)
316	Remote Scanning Services (if using remote scanning)
317	Storage Locations
318	User Note Descriptions
319	View Categories
320	Workgroups
321	Master Files - Practice - ICS
322	Default User Preferences - General
323	Task Workgroups
324	System Admin
325	ICS Admin/Security
326	Patient Education
327	Validate list of users for Pt. Education Licenses
328	Identify Resource for Pt. Education Enrollment/Training
329	Validate Pt. Education Configuration Completed
330	Pt. Education Training via webex
331	Attend Patient Education training
332	Advanced Audit
333	Determine target SQL server for Advanced Audit log storage (typically separ
334	Install Advanced Audit
335	Determine/build tables to be audited
336	Define Reporting Needs
337	Determine/Build Workgroups
338	Faxing
339	Verify Installation for all locations
340	Test Faxing Functionality
341	Billing
342	Reporting and Workflow
343	PM Configuration, Meetings, workflow finalization
344	Meet with NextGen Billing Analyst to confirm navigation in PM Billing
345	Meet with NextGen to configure Background Business Processor
346	Confirm 15-20 claims are ready to test for each meeting with NextGen billing
347	Resolve issues identified with encounter-related reports
348	Train and provide support to Billing Team
349	CPT Code and Payor Configuration
350	Standardize valid CPT codes for itemized statement
351	Create explosion codes
352	Create Fee Ticket/Superbill
353	Build SIM Library
354	Build Payor List in File Maintenance

355	Confirm contracts are auto adjusting accurately
356	Resolve issues identified with contracts auto adjusting
357	Update billing statements and identify collections report
358	Review budget plan and self-pay statements
359	Create auto worker task
360	Create itemized statement that could be saved into client's record
361	Gather Client Revenue Recapture system requirements for collections report
362	Define process for posting monies received from other counties
363	Train Billing staff on how to post monies received from other counties
364	Training Phase II - EHR & PM/EAS End User Training
365	Training Preparation
366	Obtain/Review spreadsheet of users names/roles by facility
367	Use UL from above to determine number and type of staff to be trained
368	Determine Training Facility with availability of Equipment/ Number of users
369	Organize into manageable training tracts to maximize use of hours
370	Schedule training facilities for EUT training
371	Confirm Training and Coaching Staff
372	Determine staffing needs, availability and assignments
373	Overall Training Plan/Prep/Development
374	Create Formal Training Plan for EUT
375	Develop contingency plan for remote training delivery
376	Internal meeting(s) to approve initial plan
377	Obtain Client approval for Formal Training Plan
378	Communicate formal training plan to end users
379	Communicate user IDs to end users for training
380	Develop EUT Training Outlines
381	Create Client Defined Training Materials
382	Record workflow reviews for use by end users
383	Print Training Materials
384	Mail training materials (if needed)
385	Upload recordings to accessible location for end users
386	Communicate location of recordings to end users
387	Upload training materials to accessible location for end users
388	Communicate location of training materials to end users
389	Customize End User training schedule with list of attendees
390	Communicate EUT training schedule and logistics
391	Schedule (Outlook) invitations for each training course and each end
392	End User Training
393	End User Training Preparation
394	Send list of end users/email address/role to CT for confirming NextGen
395	Confirm users' NextGen access or add/change access based on role
396	Create test patients for end user training
397	Test/verify network access, test patients, NextGen logins configured
398	Prepare training rooms for delivery
399	Verify Users Scheduled (list of attendees by course for tracking)
400	End User Training
401	Train EHR/EPM End Users on-site
402	EUT Issue Resolution
403	Document EUT Issues
404	Issue Resolution from EUT
405	Command Center (Go-Live)
406	Create Coaching (Go-Live) Plan
407	Create comprehensive coaching plan
408	Document coaching plan review internally

409	Make any adjustments necessary
410	Determine staffing needs, availability
411	Submit Coaching Plan to Client for approval
412	Client to communicate coaching plan to facilities and each administrator
413	Provide EHR/EPM Command Center for Go Live
414	Coach
415	Go Live
416	EHR/EAS System Live - Enter Maintenance Period
417	Post G/L Audit
418	Complete documentation for Account Mgmt Turnover
419	Account Mgmt Turnover

CONTRACTS



PROFESSIONAL SERVICES AGREEMENT “PSA”

Medicalistics, LLC, a Texas Limited Liability Company (“Medicalistics” and/or “Company”) and Hoquiam Police Department, (“Client” or “Hoquiam Police Department”) (each a “Party” or collectively, the “Parties”) agree that the terms and conditions set forth in this Professional Services Agreement (this “Agreement”), the Exhibits to this Agreement, and the Service Schedule(s) (each a “Service Schedule” “Schedule” and collectively, the “Service Schedules”) executed from time to time hereunder will apply to any order accepted by Medicalistics for the sale of Services to, and the purchase of Services by, the Client.

TERMS AND CONDITIONS

1. TERM

This Agreement provides the terms and conditions for the purchase of software, software maintenance, software support, and related additional professional services by the Client from Medicalistics, as described in this Agreement and its attachments. This Agreement will be effective after execution of this Agreement by Medicalistics and upon approval of the Hoquiam Police Department and will continue in full force and effect for successive one- year periods. This Agreement will automatically renew each year unless otherwise terminated under the provisions of this Agreement. The word “Agreement” as used herein shall be defined as this Professional Services Agreement, together with any executed Services Schedule(s) (“Schedule”) or other incorporated exhibits, attachments or addenda.

2. LICENSED SOFTWARE PURCHASE

2.1 As part of this Agreement, the Client will be purchasing the licensed software programs, applications, and/or modules listed on **Exhibit “A”** and **“Exhibit “B”**, attached to this Agreement and made a part of this Agreement for all purposes (the “Medicalistics Software” and/or “NextGen Software”) pursuant to a software license granted to the Client by and/or through Medicalistics, LLC, as its’s own software or as an authorized reseller of certain Third Party Software (the “_____ License”),

2.2 Upon the Effective Date of this Agreement, any pre-existing License (if such exists) will be replaced and superseded for all intents and purposes by the Software License granted and described in the Medicalistics Master Software License Agreement and any applicable NextGen EULA, attached to this Agreement as **Exhibit “B”** and made a part of this Agreement for all purposes.

2.3 The Client is procuring the certain Medicalistics and NextGen Software licenses listed in **Exhibit “A”**.

2.4 The parties acknowledge and agree that the Client intends to license from Medicalistics software that the Client and Medicalistics determines is needed to implement a new software systems environment to address clients needs related to Electronic Health Record (EHR) and Billing Management and all necessary interface applications. The Client understands that such software has been developed and is exclusively owned by Medicalistics, and that all such licenses will be subject to the terms and conditions of the license agreements contained within **Exhibit “B”**. Such future procurements will be effected through modifications to this Agreement, in accordance with the modification procedures set out below.

3. SCHEDULES

When the Client desires to purchase Services from Medicalistics, the Client will submit a completed Services Schedule. Each Services Schedule shall refer to and shall be incorporated by reference to this Agreement. Once

Medicalistics accepts a Schedule in writing, subject to the terms and conditions of this Agreement, Medicalistics agrees to provide and perform the Services described in each Services Schedule for the Client as set forth therein.

4. SERVICES

4.1 Medicalistics will perform the specific software implementation, support, maintenance and related professional services listed below (the “Services”):

(i) integration, implementation, consulting, and support services as needed to ensure the installed Software functions in accordance with the Performance Criteria;

(ii) any necessary Third Party (primarily NextGen Software) implementation and maintenance services described in this Agreement and in its exhibits, including the Medicalistics LLC Software Maintenance Services Agreement attached to this Agreement as **Exhibit “C”** and made a part of this Agreement for all purposes;

(iii) any additional professional services required by the Client and offered by Medicalistics that are listed in **Schedule “D”**, attached to and made a part of this Agreement for all purposes, which services will be invoiced in accordance with the hourly rates set forth in **Schedule “D”**;

(iv) any services not described in the foregoing paragraphs that are described in each Services Schedule executed from time to time under this Agreement.

4.2 To the extent practicable, and in order to facilitate Medicalistics’ performance of the Services, the Client will endeavor to provide Medicalistics with access to a telephones and telecopier, and reasonable working space, including, as applicable, heat, light, electric current and outlets for the use by Medicalistics’ personnel. Medicalistics will be provided with access to the Client’s computer systems on which the latest current version of the NextGen Software resides. The Client will provide to Medicalistics needed security access (RS Tokens, security software, other security measures) as needed.

4.3 Implied Services. If any services, functions, or responsibilities not specifically described in this Agreement are required for the proper performance of the Services and provision of products under this Agreement, they will be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. Except as otherwise expressly specified as a responsibility of Hoquiam Police Department in this Agreement, Medicalistics shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services under this Agreement.

4.4 Subscription Services.

4.5 Statements of Work; Change Orders for Services. Company will perform Professional Services according to the Ordering Document as the parties may agree to in writing from time to time. Either party may propose a change order to add to, reduce, or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services, the time to perform the Professional Services, and the fees owed to Company, due to the change. Once executed by both parties, a change order shall become a part of the Ordering Documents.

4.6 Cooperation with Company. Client shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Client acknowledges that Company’s performance is dependent upon the timely and effective completion of Client’s responsibilities hereunder and Client’s timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals. The scope and definition of Services will be as described in each Services Schedule executed from time to time under this Agreement. The Client will provide HealthWorks with access to its telephones with local and long distance access, telecopier, adequate working space including, as applicable, heat, light, electric current and outlets for the use by HealthWorks’ personnel. HealthWorks will be provided with access to client’s computer systems. Client will provide to HealthWorks needed security access (RS Tokens, security software, other security measures) as needed.

5. PAYMENT AND FINANCIAL TERMS

5.1 Client Address to be Invoiced: Payments will be made by Electronic Funds Transfer (ACH or Wire) by Hoquiam Police Department upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

Hoquiam Police Department
100 W Broadway Ave #3, Montesano, WA 98563

5.2 All payments shall be made by the Client to Medicalistics at the address indicated on Medicalistics' invoice or at such other address as may be designated in writing to the Client by Medicalistics.

5.3 Medicalistics shall provide Hoquiam Police Department with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

5.4 As a minimum, invoices must include: (i) name, address, and telephone number of Medicalistics and similar information in the event payment is to be made to a different address; (ii) Hoquiam Police Department Contract or Purchase Order number; (iii) identification of products or services as outlined in this Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Agreement. Hoquiam Police Department will not pay invoices that are in excess of the amount authorized by the Purchase Order.

5.5 Payment will be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by Hoquiam Police Department prior to execution of this Agreement.

5.6 Accrual and payment of interest on overdue payments shall be governed by specific state statute.

5.7 Hoquiam Police Department is a political subdivision organized under the laws of the State of Washington is exempt from sales and use taxes under the Washington Department of Revenue, as amended. An exemption certificate will be provided to Medicalistics upon written request. Medicalistics is responsible for all taxable matters associated with providing products and services under this Agreement, including all compensation paid to Medicalistics for such products and services.

6. COMPENSATION

6.1 As compensation for Medicalistics' provision of the Services under this Agreement, the Client will pay Medicalistics the sum indicated in **Exhibit "C"**. Medicalistics shall submit to the Hoquiam Police Department Auditor an invoice detailing the Services performed.

6.2 Medicalistics is an independent contractor and Hoquiam Police Department shall not pay Medicalistics any customary Hoquiam Police Department employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.

6.3 Medicalistics is responsible for reporting all federal, state, and city tax liabilities, social security obligations, and any other taxable matters associated with the Services and compensation rendered under this Agreement and shall be solely obligated to pay any and all taxes related to income paid to Medicalistics.

7. WARRANTIES

7.1 Performance Criteria. Medicalistics warrants and represents that the Medicalistics and NextGen Software will perform substantially in accordance with the performance capabilities, functionality requirements, and technical specifications (the “Performance Criteria”) set forth: (i) in **Exhibit “E”**, attached to this Agreement and made a part of this Agreement for all purposes, (ii) elsewhere in this Agreement, and (iii) in any Services Schedules executed from time to time. Medicalistics will perform the Services under this Agreement in such a manner to ensure that the Software continues to meet or exceed these Performance Criteria.

7.2 Software Warranty. Company warrants that the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE will operate in all material respects in conformity with the functional specifications described in the Documentation. “**Documentation**” means the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE User instructions, release notes and on-line help files in the form generally made available by Company to its customers, as updated from time to time by Company. If the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE does not perform as warranted and there is a material failure of the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE to conform to its functional specifications described in the Documentation that is reported by the Client to, and replicable by, Company (“**Errors**”), Company shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Company in writing of its claim. Provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Client may terminate the affected Subscription Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Client's exclusive remedy for cure of the warranty set forth herein in this Section

7.2. If Client elects not to terminate the Subscription Services, Client waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE by anyone other than Company; (ii) Company's adherence to Client's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Client deviating from the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

7.3 Services Warranty. The Services to be furnished by Medicalistics hereunder are professional services. Medicalistics warrants that the services provided under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest standards in the industry for an experienced and competent company performing the same or similar services.

7.4 Professional Services. Company warrants that the Professional Services will be performed in a workmanlike manner. As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Client's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

7.5 General Warranty Terms. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN ‘AS IS AS AVAILABLE’ BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, CONTENT, DELIVERABLES OR PROFESSIONAL

SERVICES ARE ERROR- FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL MODIFIED CONTENT AND PROPRIETARY CONTENT AND SHALL BE SOLELY LIABLE FOR ALL USE OF MODIFIED CONTENT AND PROPRIETARY CONTENT BY ITS USERS.

CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND ITS DATA. ACCORDINGLY, COMPANY CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ANY USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CUSTOMER FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. CUSTOMER ACCEPTS ALL LIABILITY FOR SUCH DIAGNOSIS OR TREATMENT. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION 7 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY. Any alteration to the Services delivered hereunder by the Client or any third party without the written consent of Medicalistics shall void any warranty provided hereunder.

7.6 Personnel. Medicalistics warrants and represents that its personnel and subcontractors have the knowledge, ability, expertise and experience to furnish and maintain the NextGen Software in accordance with this Agreement and its exhibits, attachments and appendices. Any replacement personnel and any subcontractor(s) shall have equal or greater qualifications when compared to the original person or subcontractor.

7.7 Conflicting Agreements. Medicalistics warrants that it is not a party to any other existing agreement that would prevent it from entering into this Agreement or which would adversely affect this Agreement.

8. DATA RIGHTS AND OWNERSHIP OF SERVICES AND CONTENT

8.1 General. Software developed by Medicalistics for Client under this Agreement or under any Services Schedule shall be owned by Medicalistics and the Parties will execute the appropriate license or other authorized use agreement so that the Client may use such developed software for Client's own internal use. Any modifications, enhancements derivation, or revisions to any software developed for Client under this Agreement and owned by Medicalistics shall remain the sole and exclusive property of Medicalistics, and Medicalistics retains all right, title and interest in such enhancements, modifications, derivation, and revisions, unless otherwise agreed to in writing by Medicalistics and the Client. All rights not expressly granted in this Agreement are reserved by Company and its licensors.

8.2 Grant of Use. Subject to the terms of the Agreement, Company grants to Client the right to access and use the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE and, if purchased, all Content described in the Ordering Document, solely for its internal business purposes and solely in connection with the personal training and education of Users. Each User shall use Content for his/her personal education and training purposes only.

8.3 Authorized Users. Client shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Periodic additions of Users, within the Subscription Metrics, may be done manually or using the specified electronic format to bulk upload Users into the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE. Client agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Ordering Document. Company will routinely monitor the system for patterns of activation/deactivation that are outside the range of what would be expected with normal use.

8.4 Acceptable Use. Client and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.

8.5 Subscription Services. Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works. Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

8.6 Modified Content; Proprietary Content. Certain Users designated by Client may have authority to modify portions of the Content to meet certain of Client's needs or requirements ("*Modified Content*") or to create unique content to meet certain of Client's needs or requirements ("*Proprietary Content*"). In the case of Modified Content, Client shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Proprietary Content, Client shall own the Proprietary Content created by authorized Users.

8.7 Company's Allowed Usage of De-Identified Data. Company retains the rights to use "De-Identified Data" in accordance with HIPPA Compliance and allowed usage.

8.8 Enforcement. Client shall (i) ensure that all Users of Subscription Services comply with the terms and

conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Client shall be solely responsible for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

8.9 Restrictions. Client shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE; or modify, adapt, translate or otherwise make any changes to the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (viii) remove from any Content or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies

9. CONFIDENTIAL INFORMATION

9.1 The Parties acknowledge and agree that each Party may provide to the other certain information that is considered confidential, proprietary and/or otherwise not subject to disclosure to third parties (the "Confidential Information"). The Parties shall clearly designate "Confidential" all such Confidential Information. "Confidential Information" is defined within each Software License and as part of this Agreement per Section 9.2 below. Each Party agrees to hold such Confidential Information in strict confidence using the same standard of care as it uses to protect its own Confidential Information but not less than a reasonable standard of care, and shall not disclose such Confidential Information for any purpose except as necessary to fulfill its obligations under this Agreement, or except as required by law. Each Party shall further limit access to such Confidential information to such of its employees, agents and contractors who need such access to fulfill its obligations under this Agreement, and shall require its employees, agents and contractors who have access to such Confidential Information to abide by the confidentiality provisions of this Agreement.

9.2 Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. A party ("Disclosing Party") may disclose Confidential Information of the other party if it is compelled by law to do so, provided the Disclosing Party gives the other party prior notice of such compelled disclosure (to the extent legally

permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

9.3 Applicable State and Federal Public Information Act. Notwithstanding the foregoing, disclosure of any information obtained by either Party or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the applicable State Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office. The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate agreement or similar agreement. Client warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

10. LIMITATION OF DAMAGES AND REMEDIES

10.1 MEDICALISTICS ENTIRE LIABILITY AND THE CLIENT'S EXCLUSIVE REMEDIES AGAINST MEDICALISTICS FOR DAMAGES FROM ANY CLAIM OR CONTROVERSY WHATSOEVER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

(i) FOR PERSONAL INJURY (INCLUDING DEATH) TO THE EXTENT CAUSED BY COMPANY, THE CLIENT SHALL BE ENTITLED TO RECOVER FROM COMPANY ACTUAL, DIRECT DAMAGES;

(ii) FOR CLAIMS OTHER THAN THOSE SET FORTH IN (i) ABOVE, COMPANY LIABILITY SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THREE TIMES THE PRICE PAID TO COMPANY FOR THE AFFECTED SERVICES;

(iii) IN NO EVENT SHALL COMPANY, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OF EQUIPMENT OR SYSTEMS, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT COMPANY HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES.

11. TRAVEL

11.1 Only those travel expenses of Medicalistics personnel that are approved in advance and in writing by Hoquiam Police Department will be reimbursed by the Client. Reimbursement will be made in accordance with the Client's "Travel Policy" provisions of the Hoquiam Police Department Budget Rules, a copy of which will be provided to Medicalistics upon request.

12. INDEMNIFICATION

12.1 Intellectual Property Indemnification. Medicalistics represents and warrants that (i) all applicable copyrights, patents, trade secrets, licenses and other proprietary and intellectual property rights that may exist on materials used in this Agreement have been adhered to and (ii) the Client will not be liable for any infringement of those rights and any rights granted to Hoquiam Police Department will apply for the duration of this Agreement. Medicalistics SHALL INDEMNIFY Hoquiam Police Department, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, PATENTS, TRADE SECRETS, LICENSES AND OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS

AGREEMENT. IN THE EVENT THAT AN INFRINGEMENT SUIT OR PROCEEDING ARISES, MEDICALISTICS SHALL, AT ITS SOLE COST AND EXPENSE, SECURE Hoquiam Police Department 'S RIGHT TO CONTINUE USING THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT OR REPLACE OR MODIFY ALL OR PART OF THE PRODUCT OR SERVICE TO RENDER IT NONINFRINGING.

12.2 General Indemnification. MEDICALISTICS SHALL INDEMNIFY Hoquiam Police Department , ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY MEDICALISTICS UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH MEDICALISTICS AND Hoquiam Police Department , THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY MEDICALISTICS TO INDEMNIFY AND PROTECT Hoquiam Police Department FROM THE CONSEQUENCES OF MEDICALISTICS' ACTIONS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE, FOR LOSS OF PROFITS, REVENUE, OR LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. TERMINATION BY THE PARTIES

13.1 Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; or (ii) in the event of institution of a bankruptcy, receivership, insolvency, reorganization, or other similar proceedings if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

13.2 Termination for Convenience. The Client may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Company specifying the extent and the effective date of the termination. The Client will pay all reasonable costs associated with this Contract that the Company has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Company may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. In addition, the parties will perform a "True Up" if terminated for convenience. This "True Up" will include reimbursing Company for any longer full term discounts that were provided off the regular rates of services that would not have been provided if Client had not agreed to the complete term. Finally, all expenses incurred by Company shall be reimbursed by Client.

13.3 Termination for Default. If the Company does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Company Ninety (90) days written notice of termination. Termination under this paragraph does not relieve the Company from liability for any damages caused to the Client. As to Client's Default, without prejudice to any other rights or remedies available at law or in equity, Company may withhold or suspend, in whole or in part, performance hereunder and/or terminate this Agreement if (I) The Client fails to comply with any provisions of this Agreement, including payment obligations, within fifteen (15) days of the designated date, or (ii) a bankruptcy, insolvency, receivership, liquidation, dissolution or similar proceeding is instituted by or against The Client which is not discharged or

dismissed within sixty (60) days of its occurrence. All such rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time. All license grants shall be forfeited upon non-payment.

13.4 Effect of Termination. Following termination of this Agreement (for whatever reason provided for under the Agreement), Client shall certify that Client has returned or destroyed all copies of the Content, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Client acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Client data after the three months following the expiration or termination of Subscription Services; however, Company shall provide the Client data collected on the MEDICALISTICS AND THIRD PARTY LICENSED SOFTWARE to Client, upon reasonable request and during Company's normal business hours, for no additional fee during these three months, after which additional fees may be incurred. Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Client. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Client. Except as may be expressly set forth in the applicable Ordering Documents, Client shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

14. SECURITY REQUIREMENTS

14.1 The Software and any Services or other products provided by Medicalistics under this Agreement must be secure, comply with all Hoquiam Police Department Information Security Requirements, and provide appropriate levels of confidentiality, integrity and availability of information in the system. The Services and products must also meet or exceed all federal, state, and local government laws and regulations governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of information assets. This paragraph applies to Medicalistics' activities in accessing the Hoquiam Police Department 's system to provide the Services and products under this Agreement.

15. MISCELLANEOUS

15.1 Notice. Any and all notices required under this Agreement shall be effective upon "receipt" and shall be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Main, Certified Mail, return receipt requested, or to the following addresses:

Hoquiam Police Department: 215 10th St. Hoquiam, WA 98550 _____

Medicalistics: 14850 Montfort Dr, Suite 131, Dallas, TX 75254 _____

The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this section.

15.2 Venue. The obligations and undertakings of the Parties to this Agreement are performable in Dallas County, Texas, and this Agreement is and will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Dallas County, Texas.

15.3 Assignment. The Parties may not assign any of the rights or obligations under this Agreement without the prior written consent of the other Party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF Hoquiam Police Department HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE <INSERT CLIENT INFO> COMMISSIONERS COURT. The terms, provisions, covenants, obligations and conditions of this

Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the Parties hereto if the assignment or transfer is made in compliance with the provisions of this Agreement.

15.4 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection, such as without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

15.5 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Client's purchase order or other business processing document shall have no effect.

15.6 Definitions and Usage. In this Agreement, the term "day" means a calendar day. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. Words that are not specifically defined herein should be given a common usage construction.

15.7 Non-Waiver and Reservation of Rights. No payment, act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege. All rights of either Party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either Party under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

15.8 Access to Records. Medicalistics agrees to maintain appropriate accounting records of costs and expenses, together with all supporting documentation, for a period of two years following the completion date of this Agreement. Medicalistics further agrees that duly authorized representatives of Hoquiam Police Department shall have access to and the right to examine in any storage medium, any and all books, documents, accounts, files, reports, papers, records, things or property belonging to or in use by the Medicalistics in obtaining or performing the products and Services under this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The right of access continues throughout the records retention period set forth herein. This right of access may be exercised during normal business hours and at reasonable intervals. Where feasible and upon request, Medicalistics shall provide requested information to Hoquiam Police Department audit staff in electronic format. Failure to allow inspection and audit under this Agreement may result in the order of work stoppage until the cause of such work stoppage order is eliminated or in termination of this Agreement by Hoquiam Police Department .

15.9 Severability. If any clause, sentence, provision, paragraph or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement shall remain valid and binding.

15.10 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party.

15.11 Amendment. Only written instruments signed by both Hoquiam Police Department and Medicalistics may amend this Agreement.

15.12 Covenant Against Contingent Fees. Medicalistics warrants that no persons or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Medicalistics to secure business. For breach or violation of this warranty, Hoquiam Police Department will have the right to terminate this Agreement without liability, or in its discretion to, as applicable, add to or deduct from the Agreement price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.13 Monitoring. Hoquiam Police Department reserves the right to perform periodic on-site monitoring of Medicalistics' compliance with the terms of this Agreement, and of the adequacy and timeliness of Medicalistics' performance under this Agreement. After each monitoring visit, Hoquiam Police Department will provide Medicalistics with a written report of the monitor's findings. If the report notes deficiencies in Medicalistics' performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Medicalistics. Medicalistics shall take action specified in the monitoring report prior to the deadlines specified.

15.14 Gratuities. Hoquiam Police Department may terminate this Agreement if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Medicalistics or any agent or representative of Medicalistics, to any Hoquiam Police Department official or employee with a view toward securing favorable treatment with respect of this Agreement. If this Agreement is terminated by the Hoquiam Police Department pursuant to this provision, Hoquiam Police Department shall be entitled, in addition to any other rights and remedies, to recover from Medicalistics at least three times the cost incurred by Medicalistics in providing the gratuities.

15.15 Insurance. During the term of this Agreement, Medicalistics shall, at its own expense, maintain, and shall require all of its subcontractors providing products and Services under this Agreement to maintain, standard insurance to cover Medicalistics' obligations under this Agreement, in accordance with applicable generally accepted business standards and in accordance with **Exhibit "F"** ("Insurance Requirements"), attached to this Agreement and made a part of this Agreement for all purposes. With respect to required insurance, Medicalistics shall: (i) name Hoquiam Police Department as an additional insured, as its interests may appear, (ii) provide Hoquiam Police Department a waiver of subrogation, (iii) provide Hoquiam Police Department with a 30 calendar days advance written notice of cancellation or material change to said insurance, (iv) provide the Hoquiam Police Department Purchasing Agent a certificate or certificates of insurance evidencing the required coverages and minimum amounts specified in **Exhibit "F"**, within 10 calendar days after approval of this Agreement by the Commissioners Court or within 10 calendar days of each renewal of the insurance, as applicable, with each certificate containing the contract number indicated on the contract award form issued by Hoquiam Police Department .

15.16 Sovereign Immunity. No provision of the Agreement or any of its exhibits, attachments or addenda is in any way intended to constitute a waiver by Hoquiam Police Department of any immunities from suit or liability that Hoquiam Police Department may have by operation of law, and Hoquiam Police Department hereby retains all of its affirmative defenses.

15.17 Authority to Execute. Medicalistics hereby warrants and agrees that the person executing this Agreement has been duly authorized by Medicalistics to sign this Agreement and to bind Medicalistics validly and legally to all the terms, conditions and provisions of this Agreement. If Medicalistics alleges that said person lacks such authority, Hoquiam Police Department may immediately terminate this Agreement without penalty or liability to Medicalistics.

15.18 Medicalistics' Certifications. Medicalistics certifies that it is a duly qualified business entity and is capable

of performing and meeting all of its obligations under this Agreement, that it is not in receivership or contemplating same, and has not filed for bankruptcy. Medicalistics further certifies that the company is not currently delinquent with respect to payment of property taxes within Hoquiam Police Department .

15.19 Civil Rights/ADA Compliance. Medicalistics shall provide all services and activities required by this Agreement in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Medicalistics were an entity bound to comply with these laws. Medicalistics shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

15.20 Compliance. Medicalistics must comply with all federal and state laws and regulations, and all city and Hoquiam Police Department ordinances, orders, and regulations, relating in any way to this Agreement. Medicalistics must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations. Medicalistics must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Medicalistics.

15.21 Security Compliance.

15.21.1 Network, Computer, and Information Security Compliance: The goods and/or services provided under this Agreement must be and remain in compliance with applicable Texas law, as well as with all Hoquiam Police Department network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Hoquiam Police Department Department of Information and Telecommunications Services (“ITS”) and/or a department, office or division of any elected or appointed Hoquiam Police Department official (collectively, the “Hoquiam Police Department Security Requirements” or the “Security Requirements”). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Hoquiam Police Department Non-Disclosure and Confidentiality Agreement.

15.21.2 Initial Compliance: Medicalistics’ goods and/or services shall comply with the Security Requirements including but not limited to the Hoquiam Police Department Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard. Contractor’s goods and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by Hoquiam Police Department (the “Security Safeguards”).

15.21.3 Certification of Compliance: Medicalistics must perform a self-conducted compliance review of Medicalistics’ goods and/or services and provide to the Hoquiam Police Department written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Medicalistics’ goods and/or services are compliant with the Security Requirements. An authorized official of Medicalistics’ company must sign and date the compliance review checklist.

15.21.4 Ongoing Compliance Upon Execution of Contract: Medicalistics’ goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Agreement. Medicalistics shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of Medicalistics-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support. Medicalistics-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Security Manager before being connected into the Hoquiam Police Department Government Network or placed into any Hoquiam Police Department production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows Medicalistics-supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Agreement may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate

incorporating additional solution-specific information security requirements to protect Hoquiam Police Department computers, networks, software, information, and facilities.

15.21.5 Notification of Non-Compliance or Incompatibility: If Medicalistics determines, at any time during the Agreement term, that Medicalistics' goods, services, practices, and procedures do not comply with Hoquiam Police Department's current Security Requirements and/or are not compatible with Hoquiam Police Department's current Security Safeguards, Medicalistics shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Medicalistics of the non-compliance or incompatibility. If Hoquiam Police Department determines at any time during the Agreement term that Medicalistics' goods, services, practices, and procedures do not comply with Hoquiam Police Department's current Security Requirements and/or compatibility with Hoquiam Police Department's current Security Safeguards, Hoquiam Police Department shall notify Medicalistics by no later than the end of the business day following the confirmation by Medicalistics of the non-compliance or incompatibility.

15.21.6 Remedy of Non-Compliance or Incompatibility: In the event that either Hoquiam Police Department or Medicalistics are notified of a non-compliance and/or incompatibility, Medicalistics shall:

- 1.) Determine the effort and cost to bring Medicalistics' goods, services, practices, and procedures into compliance and compatibility;
- 2.) Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the Hoquiam Police Department no later than 5 working days after notification of the non-compliance and/or the incompatibility to Hoquiam Police Department has been confirmed.

15.22 Obligations that Survive Termination. The Parties recognize and agree that the termination, cancellation or expiration of this Agreement does not excuse the parties from complying with their respective obligations under Sections 5, 7, 9, 10, 13.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

Medicalistics, LLC

Hoquiam Police Department

BY: _____ BY: _____

Date: _____ Date: _____

Exhibit “A”

List of Medicalistics and Third Party (NextGen) Software Licensed to Client Per Agreement

Nextgen License Includes

EHR/EPM
Healthwise Patient Education
CPT Codes
1st Data Bank
Hosting
Mobile Tier 2
Lab Interface
Virtual Visits
Hosting
Billing- Waystar
Billing- Waystar Implementation
Eligibility Verification- Part Time
Eligibility Verification- Full Time
Conversions- Documents

**Exhibit “B”
(Applicable Software License Agreements)**

Schedule 2.10	Medicalistics Software License Agreement
Schedule 2.20	NextGen EULA General Terms and Conditions
Schedule 2.30	NexGen EULA License Terms
Schedule 2.40	NextGen EULA SaaS Offerings

Exhibit “C”

(Attach Applicable Software Maintenance Services Agreement)

None Required

Exhibit “D”

Developer or Senior Consultant	175.00 / HR
Trainer	175.00/ HR
Travel Time	55.00/ HR

*Minimum 24 Hours onsite engagements per individual Medicalistics personnel.

** Medicalistics' Usual and Customary hourly rate is \$175.00 per hour. The \$175 .00 per hour rate quoted above is based on our volume discount pricing for exceeding 1000 consulting hours in a year

Exhibit “E”

Performance Criteria Per Agreement

See Pages 1 thru 13

Exhibit "F"

INSURANCE REQUIREMENTS

- I. General Requirements. All insurance specified in Section II of this document must meet the requirements specified in the Agreement and must meet the following General Requirements.
- A. The minimum types and limits of insurance indicated in Section II hereof shall be maintained throughout the duration of the Agreement.
 - B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
 - C. Prior to commencing work under the Agreement, insurance shall be in force as evidenced by a Certificate or Certificates of Insurance issued by the writing agent or carrier.
 - D. Certificates of Insurance shall include the endorsements outlined in Section II hereof and shall be submitted to the Hoquiam Police Department Purchasing Agent as required in the Agreement. The Certificates shall show the Hoquiam Police Department Contract number and all endorsements by number.
 - E. Insurance required under the Agreement including this Exhibit which names Hoquiam Police Department as an Additional Insured shall be considered primary for all claims.
 - F. Insurance limits shown in Section II hereof may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
 - G. Hoquiam Police Department reserves the right to review insurance requirements during the term of the Agreement and to require that Medicalistics make reasonable adjustments when the scope of services or products provided has been expanded.
 - H. Medicalistics shall not allow any insurance to be cancelled or lapse during the contract term.
 - I. Medicalistics shall not permit the minimum limits of coverage to erode or otherwise be reduced.
 - J. Medicalistics shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
 - K. Insurance coverage specified in Section II hereof is not intended and shall not be interpreted or construed to limit the responsibility or liability of Medicalistics, or its subcontractor(s).

II. Specific Requirements.

The following requirements II-A - II-D inclusive) apply to Medicalistics and subcontractor(s) performing services or providing products under the Agreement including any amendment thereto. Medicalistics acknowledges and agrees to the following concerning insurance requirements applicable to Medicalistics and its subcontractor(s):

- A. Workers' Compensation and Employers' Liability Insurance
 - 1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
 - 2. Employer Liability limits are:
 - \$500,000 bodily injury (each accident)
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
 - 3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Hoquiam Police Department :
 - a. Waiver of Subrogation (Form 420304);
 - b. Thirty (30) days Notice of Cancellation (Form 420601).
- B. Commercial General Liability Insurance
 - 1. Minimum limit:
 - \$1,000,000 per occurrence for coverage A and B with a \$1,000,000 policy aggregate.

-
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Agreement
 - b. Independent contractor coverage
 3. The Policy shall also include the following endorsements in favor of Hoquiam Police Department :
 - a. Waiver of Subrogation (Form CG 2404);
 - b. Thirty (30) days Notice of Cancellation (Form CG 0205)
 - c. Hoquiam Police Department named as additional insured (Form CG 2010).
- C. Business Automobile Liability Insurance
1. If any form of transportation is used in connection with providing products or services under the Agreement, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$500,000 per occurrence. ¹
 2. The Policy shall also include the following endorsements in favor of Hoquiam Police Department :
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) days Notice of Cancellation (Form TE 0202A).
 - c. Hoquiam Police Department named as an additional insured (Form TE 9901B).
- D. Professional Liability and/Errors & Omissions Policy
- If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under the Agreement or the effective date of the Agreement, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date the Agreement expires, is terminated or is cancelled. The Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
1. Minimum limit:
\$1,000,000 per occurrence, \$3,000,000 policy aggregate
 2. The policy shall include the following endorsements in favor of Hoquiam Police Department :
 - a. Thirty (30) days Notice of Cancellation or change.
 3. Additional insured status for Hoquiam Police Department is not required.

¹ If use of a motor vehicle in connection with the Agreement is strictly limited to travel to and from work or work sites, evidence of personal automobile policy coverage with limits of \$100,000/\$300,000/\$500,000 may be provided in lieu of Business Automobile Liability Insurance.



Schedule 2.10

Medicalistics License Agreement

I. GENERAL TERMS

The following terms and conditions will be applicable to all Agreements and Order's between Client and Medicalistics (hereinafter referred to as "Medicalistics" or "Company"). As it relates to Client's use of the Medicalistics® products and/or services obtained through Medicalistics and/or any third-party vendor, in conjunction with the terms of the Medicalistics Partner's Agreement with Client, Client agrees to the following additional terms and conditions. As it relates to the Medicalistics® products and/or services, to the extent of any conflict between the Partner's agreement and these terms and conditions the terms of this document shall prevail.

Client Responsibilities:

General. Client will comply, and Client will cause all Affiliated Organizations, End Users, Personnel and other persons to whom Client provides any access to Medicalistics® products, services or other Medicalistics® Confidential Information to comply with the applicable provisions of this Agreement; and Client shall be responsible for the non-compliance of any such Affiliated Organizations, End Users, Personnel and/or other person.

Failure to Pay. Client acknowledges that if Partner fails to pay, any undisputed amount due Medicalistics for the Medicalistics® and/or third party products and/or services obtained from Medicalistics on behalf of Client, Medicalistics may, in its sole discretion, (A) terminate any license or rights available to Client to the Medicalistics and/or third party products and/or services, (B) suspend or restrict provision of such products and/or services and/or (C) discontinue any future right to purchase products and/or services from Medicalistics, whether at a discount price or otherwise. However, Medicalistics will not exercise its rights under items (A) through (C) above if Partner is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Limitations on Use. All End Users must be licensed to use the Medicalistics® and/or third-party products and/or services. Except to the limited extent expressly permitted in this Agreement, Except to the limited extent expressly permitted in this Master Agreement, Client will not: (A) sell, transfer, lease, assign, or sublicense any Software or Services; (B) use any Software or Services as a service bureau, for outsourcing, for sharing access to any Services with any Third Party (except for authorized End Users), or for otherwise offering or making available the functionality of the Products or Services to any Third Party; (C) permit any End User or other person to access or use Products or Services using another End User's ID, login or password or otherwise make an End User's ID, login or password available to any Third Party; (D) use any Software or Service to process anything other than Client's, Affiliated Organizations', or an End Users' data; (E) bypass any privacy and/or security measures Company may use to prevent or restrict access to the Products and/or Services (or other accounts, computer systems or networks connected to the Company's Products or Services); (F) knowingly use the Products and/or Services in a manner that violates any applicable local, state, national and foreign laws, treaties or regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws); or (G) remove any intellectual property, confidentiality or proprietary notices of Company and/or any Third-Party which appear in any form on the Products and/or Services or otherwise in any Company collateral or materials however reproduced.

Professional Diagnosis and Treatment. Medicalistics® products and services do not make clinical, medical or other professional decisions, and are not substitutes for End User's Personnel applying professional judgment and analysis. Client is solely responsible for : (A) verifying the accuracy of all information and reports produced by Company Software and Services; (B) obtaining necessary consents for use and disclosure of patient information; (C) determining data necessary for decision-making by Client and its Personnel; (D) making all diagnoses and treatments and determining compliance, and complying, with all Laws and licensing requirements for the operation of Client's business; (E) assuring its Providers have the necessary professional licenses and, unless Client has purchased Company's Credentialing Service, are properly credentialed pursuant to applicable Law to perform their services.

Confidentiality. Client acknowledges and agrees that the Medicalistics® products and services, along with their applicable documentation [including all Interfaces, templates, forms, software tools, algorithms, software (in

source code and object code forms), user interface designs, architecture, toolkits, plug-ins, objects, documentation, network designs, ideas, processes, know-how, methodologies, formulas, systems, data, heuristics, designs, inventions, techniques, trade secrets, and any related intellectual property rights throughout the world included therein, as well as any derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed, Client lists, and employee lists whether or not marked or identified as confidential] constitute confidential information, and valuable trade secrets and intellectual property, of Medicalistics and its third party licensors and service providers ("Confidential Information"). Client shall maintain the Confidential Information in strict confidence. Client shall not, and Client shall not permit its employees, agents and subcontractors to, sell, transfer, publish, disclose, display or otherwise make accessible the Confidential Information, in whole or in part, to any third party. Confidential Information does not include information that:

(a) is or becomes publicly available at or after the time of disclosure through no fault of either Recipient (b) was known to Recipient free of any confidentiality obligations, before its disclosure by Discloser; (c) becomes known to Recipient free of any confidentiality obligations from a source other than Discloser; or (d) is independently developed by either Recipient without use of Confidential Information.

Privacy. Client acknowledges that in the performance of certain Medicalistics® services Medicalistics may De-Identify Client Data before such data is incorporated into any Analytics Database. Client grants Medicalistics a non-exclusive, worldwide, paid-in-full, perpetual and irrevocable right and license to: (A) extract, copy, aggregate, process and create derivative works of De-Identified Data to derive, or add to, Analytics Databases; (B) employ data analytics on the Analytics Databases for purposes of developing Data Analytics solutions; and (C) prepare derivative works of the Analytics Databases, and use, execute, reproduce, display, perform, transfer, distribute, and sublicense the Analytics Databases and such derivative works. De-Identified Data will be aggregated with de-identified data from a sufficient number of other Clients in a manner designed to prevent Medicalistics or others from using the Analytics Databases to analyze the particular characteristics of Client's business. Medicalistics will not individually identify Client as a source of the De-Identified Data for the Analytics Databases, although Medicalistics may disclose that certain of its Clients allow the use of Client data for such purposes.

eLearning Materials, Subscription/Training Materials. For certain Medicalistics products and/or services, Client may purchase a subscription for access by its End Users to Medicalistics's "eLearning" online training program; and/or (B) use printed materials (as may be provided during onsite training sessions) and/or electronic materials (available for download for remote training sessions). Client may not make copies and/or download any of the training materials, unless such materials expressly state otherwise. Each End User must have his/her own subscription to any eLearning materials and use his/her own ID and password to access such materials. All training materials are licensed to Client for their own internal use and are provided solely to assist Client's End Users in learning how to use the Medicalistics® products and/or services. Subscriptions to the eLearning Materials are for one year commencing upon the Effective Date. eLearning Material subscriptions automatically renew for successive 1-year Service Term (s) at then-current rates, unless a Party provides written notice of its intent not to renew at least 60 days before the end of the then-current Service Term.

Proprietary Rights. Medicalistics and its licensors own the Medicalistics Technology. To the extent Software and content are obtained by Client, the Software and content are always licensed, not sold. Client has no right to use Medicalistics's or any Third Party's name, trademarks or logo, or any goodwill now or hereafter associated therewith, all of which is the sole property of and will inure exclusively to the benefit of Medicalistics or such Third Party. Client agrees not to modify, create derivative works of, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code in any Medicalistics Technology. Breach of this Section will be deemed a material breach of this Agreement and entitle Medicalistics to immediately terminate Client's rights under this Agreement.

Feedback. The purpose of this section is to avoid potential misunderstandings or disputes when Medicalistics's products and/or marketing strategies might seem similar to ideas submitted or feedback given to Medicalistics. Medicalistics or any of its employees do not accept or consider *unsolicited* ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes,

materials, marketing plans or new product names. Should Medicalistics seek out Client's, and/or any of its Personnel's, feedback on Medicalistics 's existing products and/or marketing strategies, Client is under no obligation to provide any such feedback. However, if despite Medicalistics's request that Client not send Medicalistics its unsolicited ideas, Client still submits them, or if Client elects to provide feedback on Medicalistics 's existing products, services and/or marketing strategies, then regardless of what is stated when Client makes such a submission or provides such feedback, the following terms shall apply to Client 's submissions and feedback: (1) Company will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as Company sees fit, without any obligation or restriction of any kind to Client; (2) there is no obligation for Company to review Feedback; and (3) there is no obligation to keep any Feedback confidential.

Compliance. Client represents and warrants that to the best of its knowledge: (A) it, its affiliates and its Personnel are not under or subject to a "Corporate Integrity Agreement" or any other restriction or investigation by any payer, government agency or industry self-regulating organization; (B) neither it nor any of its affiliates, directors or Personnel are (i) listed on the General Services Administration's Excluded Parties List System or (ii) suspended or excluded from participation in any Government Payer Programs; and (C) there are no pending or threatened governmental investigations against Client or any of its affiliates, directors or Personnel that may lead to suspension or exclusion from Government Payer Programs or may be cause for listing on the General Services Administration's Excluded Parties List System.

Disclaimer of Warranties. MEDICALISTICS DOES NOT PROVIDE ANY INSTALLATION SERVICES OR TRAINING UNDER THIS AGREEMENT, THOUGH EXTENSIVE SERVICES MAY BE REQUIRED TO INSTALL AND IMPLEMENT THE SOFTWARE. NO SOFTWARE MAINTENANCE SERVICES OR SOFTWARE UPDATES ARE PROVIDED BY MEDICALISTICS TO CLIENT UNDER THIS AGREEMENT, THOUGH IN MEDICALISTICS'S OPINION, SUCH MAINTENANCE SERVICES ARE NECESSARY FOR THE SUCCESSFUL, ONGOING OPERATION OF THE SOFTWARE. ALL SOFTWARE MAINTENANCE SERVICES, THROUGH WHICH SOFTWARE UPDATES ARE MADE AVAILABLE, MUST BE PURCHASED UNDER A SEPARATE AGREEMENT. CLIENT EXPRESSLY AGREES THAT USE OF THE SOFTWARE AND/OR MEDICALISTICS SERVICES IS AT CLIENT'S SOLE RISK. THE SOFTWARE AND/OR MEDICALISTICS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MEDICALISTICS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEDICALISTICS DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES IN CONNECTION WITH CONTENT AND THIRD-PARTY MATERIALS. ALL CONTENT AND THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR INDEMNIFICATION FROM MEDICALISTICS WHATSOEVER. MEDICALISTICS MAKES NO WARRANTY THAT THE SOFTWARE AND/OR MEDICALISTICS SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE SOFTWARE AND/OR MEDICALISTICS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM MEDICALISTICS OR THROUGH THE SOFTWARE AND/OR MEDICALISTICS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

Limitation of Liability. IN NO EVENT SHALL MEDICALISTICS' BE LIABLE FOR ANY INDIRECT, INCIDENTAL, NEGLIGENCE, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE AND/OR MEDICALISTICS SERVICES OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SOFTWARE AND/OR MEDICALISTICS SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF MEDICALISTICS'S HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDICALISTICS'S' LIABILITY TO CLIENT OR ANY THIRD PARTIES IS LIMITED TO \$100.00. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CLIENT.

General Provisions.

Third Party Materials/Third Party Beneficiaries/Additional Modules. Certain Third-Party Materials listed on an Order Form may be subject to terms and conditions that are separate from the terms and conditions set

forth under this Master Agreement. Although the Third-Party Materials may be required to utilize the full features and functionality of the Company Software and/or Service, Client is not required to obtain such Third-Party Materials directly through Company. In addition, Company may offer from within the Products and Services new modules/capabilities and/or additional Third-Party offerings that may present additional terms and conditions that are separate from those set forth under the Master Agreement. By signing the Order Form and/or clicking "I ACCEPT" or equivalent language, Client is agreeing to comply with those separate terms and conditions. Except as set forth above or in any Schedule, the Parties agree and acknowledge that this Master Agreement is not made for the benefit of any Third Party and nothing in this Master Agreement, whether expressed or implied, is intended to confer upon any Third Party any rights or remedies under or by reason of this Master Agreement, nor is anything in this Master Agreement intended to relieve or discharge the liability of either Party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over or against either Party.

U.S. Government Licensing. For US Government End Users: Client acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable and has been developed exclusively at private expense. Client agrees, consistent with 48 C.F.R. section 12.212 or 48

C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

Export Rules. Client acknowledges that Medicalistics's technology may be subject to the U.S. Export Administration Regulations and other export laws and regulations, and Client will comply with all applicable export and import control laws and regulations of the United States and the foreign jurisdiction in which the Medicalistics's technology is used and, in particular, Client will not export or re-export Medicalistics's technology without all required United States and foreign government licenses.

II. LICENSE TERMS

SOFTWARE LICENSE. To the extent that Client is obtaining a license to Medicalistics's Software through a Medicalistics certified Partner then the following shall apply: Subject to Client's compliance with Partner's PMA, Medicalistics grants Client, through the PMA and during the License Term, a personal, non-exclusive and non-transferable license to: (a) install and implement the Medicalistics Software on Authorized Server(s) and Authorized Workstation(s) solely for use by End Users for internal operations in quantities as set forth in the Order Form and/or applicable Schedule and in accordance with applicable Metrics and User Materials; and (b) use, copy and distribute internally User Materials as reasonably required for permitted use of the Medicalistics® Software. Any such copies of the User Materials must contain the same copyright and other proprietary notices that appear in the original User Materials.

For purposes of clarification, and provided Client does not exceed the Metric quantity of licenses obtain for the particular Medicalistics® Software nor that the license seeking to be transferred is not otherwise restricted in its transferability, the internal transfer of the use of a license between Client's End Users and/or between Client and those End Users of an Affiliated Organization that is owned by Client or (ii) in which Client has a majority controlling interest in such Medicalistics, practice, group and/or other legal entity shall not be deemed a violation of the "non-transferable restriction set forth above.

LICENSES TERM. The License Term for any Product commences on the Effective Date of the applicable order form and runs for the Term set forth in the applicable order form.

THIRD PARTY SOFTWARE. Third Party Software is licensed solely for use with Medicalistics® Software, and Client will not access Third Party Software except through the Medicalistics® Software with which it operates. Client will

purchase updates to Third Party Software as needed to comply with the requirements of Client's then current version of the applicable Medicalistics® Software.

NON-PRODUCTION USE. Client may only operate one Production instance of the Software. Client may operate a reasonable number of non-Production instances (e.g., backup, training, disaster recovery, etc.) of the Software not to exceed any limit set forth in the order form or particular schedule. A backup instance of Software may be installed in a Designated Location separate from the location where the Production instance is installed.

LICENSE KEYS. Certain Software may require a License Key to operate, and, in such case, the License Key is provided at the time of Delivery either directly to Client or to Partner on behalf of Client. Any additional License Keys would be provided as needed.

NO TITLE TRANSFER. All of the Medicalistics Technology shall remain personal property and the title thereto shall remain with the Medicalistics at all times. Client shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Agreement. Client shall keep the Medicalistics Technology free from any and all judgments, liens and encumbrances. Client shall give Medicalistics prompt notice of the attachment or other judicial process, lien, or encumbrance affecting the Medicalistics Technology and shall indemnify and save Medicalistics harmless of and from any loss or damage caused thereby.

EFFECT OF TERMINATION. Upon termination of the applicable license, or upon expiration of the License Term, Client must cease to use the Software and Third-Party Software, uninstall all copies of the Software and Third-Party Software from all Authorized Servers and Authorized Workstations, and destroy any media containing the Software and Third-Party Software.

SOFTWARE SUPPORT AND MAINTENANCE. Client understands that no Maintenance Services, including Updates, are being provided to it by Medicalistics; and, any Maintenance Services provided by Partner directly to Client (or Medicalistics to Partner) are available only if Client is on the most current general release of such Medicalistics® Software (or such other general released versions)

LICENSE COMPLIANCE. During each License Term and for 3 years thereafter, Client and its Affiliated Organizations shall keep complete and accurate books and records relating to use of Products and Services. Company may either at its expense and no more than once every quarter, appoint Partner, its own Personnel or an independent third party (or all) to inspect such records and access related computers and systems to verify that use, installation, and deployment of the Products and Services by Client and its Affiliated Organizations comply with these terms. Any verification may include an onsite audit conducted at Client's or its Affiliated Organizations' relevant places of business upon 15 days prior notice, during regular Business Hours, and will not unreasonably interfere with Client's business activities. If a verification shows that Client, its Affiliated Organizations, End Users or on Company's then Third Party contractors of Client or its Affiliated Organizations are deploying, installing or using the Products and Services (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted, so that additional fees apply, Client must pay, unless disputed in good faith, the additional license fees and any applicable related maintenance and support fees based on Company's current list price, within 30 days of invoice date.

III. SaaS TERMS

General. As it relates to Client's use of any Software as a Service solution offered by Medicalistics obtained through any third-party vendor, in conjunction with the terms of the Partner's agreement with Client, Client agrees to the following additional terms and conditions. To the extent of any conflict between the Partner's agreement and these terms and conditions, as it relates to the SaaS Services, the terms of this document shall prevail.

Subscription Services for SaaS. Client is entering into a subscription, through Partner, to access and use certain Products and Services made available by Company in a Software as a Service Model. ("SaaS") During the SaaS Service Term and provided Partner has paid Company the applicable SaaS subscription fee, Client will have the right to

access and use each SaaS offering set forth in the applicable Order Form. Each SaaS subscription entered into is personal to Client, non-exclusive and non-transferable. The SaaS subscription(s), and its associated SaaS Fee, set forth in the applicable Order Form or Schedule, includes for the specific Products and Services: (i) the access and use of such Products and/or Services, (ii) non-administrative access to the Company controlled System upon which the SaaS offering is operated for such Products and/or Services, (iii) Software Maintenance Services on such Products and/or Services, (iv) updated versions of the Third Party Software listed as included and, (v) for each SaaS subscription purchased by Client that is based solely on a Provider Metric, the ability to have that Provider and four (4) additional non-Provider SaaS End Users utilize the SaaS Subscription. No license to the Product(s) is granted to Client under a SaaS subscription.

Requirements. Certain SaaS offerings may require Client to install on its equipment Plug-In software to access and use the SaaS offering. During the SaaS Service Term, and provided Client is compliant with the terms of these terms and the Partner's agreement, Client will have a non-transferable and non-exclusive license to permit its SaaS End Users to install, use and implement Plug-In Software solely to access the SaaS offerings for Client's internal operations as permitted under these terms.

Environment for SaaS Service. The environment used to provide the SaaS Service consists of the following: Installation. Company will load the Products set forth in any Order Form into the Environment. However, costs associated with migrating from an existing non-Company environment are not a part of the applicable SaaS Service and are not included within the monthly SaaS Service fee.

Third Party Licenses for infrastructure. Company will provide the licenses for the third-party operating system, database software, tools, and utilities of the Environment, which are separate and distinct from any other Company Software and third-party materials that Client must purchase to use the features and functionality of the Company Software and/or Service.

Operation. Company will maintain the Environment so that the Products thereon perform in accordance with the applicable Product's User Material(s).

Miscellaneous. The following additional terms apply to SaaS Service:

Data Volume. On average, each End User accessing the SaaS Service is limited to a maximum of fifteen (15) gigabytes of storage for the Client Data generated from or loaded through the Medicalistics Enterprise EHR/PM offering or SaaS offering. SaaS Service Fees are based on the volume of Client Data on the last day of each month. Extra storage used beyond the average of fifteen (15) gigabytes per End User accessing the SaaS Service in any month will be automatically billed at the rate of 75C per gigabyte per month.

Service Term. The initial Service Term for SaaS Service commences upon the Fulfillment Date for the applicable SaaS Service and continues for 4 years, unless terminated earlier in accordance with the Master Agreement. Client understands that various Products and Services may utilize the SaaS Service and each such Product or Service may have its own Service Term that operates contemporaneously with the Service Term for the Managed Cloud Service. Accordingly, the expiration or termination of a Service Term for one Product or Service does not, in and of itself, terminate the SaaS Service for another Product, Service or the SaaS Service itself. By way of example and not limitation, if Client has enrolled in a 4-year SaaS subscription for the use of Company's EHR offering but only a 1-year Mobile Solution subscription, upon expiration of the Mobile Solution Service Term, the Managed Cloud Services associated with the Mobile Solution will also expire but Client would still be bound to the SaaS Service through the remainder of SaaS subscription for the EHR offering. Unless specified otherwise in the applicable Order Form, applicable Product or Service Schedule or Addendum, each Service Term for SaaS Service automatically renews for successive 1-year terms, unless a Party provides written notice of its intent not to renew at least 3 months prior to the end of the then-current Service Term for Managed Cloud Service.

Termination; Transition; Return of Client Data. Upon termination or expiration of the SaaS Service Term for any reason: (A) Client's right to access and use the SaaS offerings and all related functionality therein, immediately terminates and (B) Client must, at its expense, remove and delete all copies of any Plug-In Software, if any. Upon termination or expiration of the Service Term for Managed Cloud Services offered under a hosting model, Client's right to use the Environment immediately terminates. However, Client's right to use the Company Software previously licensed by Client, along with any Third-Party Materials previously licensed by Client, continues according

to the applicable terms of this Master Agreement. Upon termination of SaaS Service for a NextGen® Enterprise offering, Client will promptly obtain AWS' s3 cloud storage (or such other Company approved cloud storage) and provide Company with credentials to access same. Once Company has obtained the necessary access, Company will copy into that storage site the following, to the extent such data exists, which represents the full client data set: (i) Prod.bak- Test, Dev; (ii) ICS images- on the file server; (iii) NGRoot – on the file server and (iv) Client share on the desktop[1] on the file server. Upon confirmation of receipt of the Client Data, Company will render unreadable, unusable, unrecoverable all Client Data residing on hardware controlled by Company to the extent allowed by law. Client may procure additional transition services at Company's then current hourly rates and standard terms and conditions

IV. DEFINITIONS FOR ALL SECTIONS.

Capitalized terms shall have the meaning set forth in the Order Form or applicable Schedule, General Terms and Conditions or as defined below.

"Affiliated Organization" means a company, practice, group and/or other legal entity (including those having separate tax identification numbers) of a Client located within the United States (and pre-identified, in writing, by Partner to Company prior to their access and/or use of any Medicalistics product or service) that has entered into a written agreement with Partner that binds Client and its End Users to comply with the Pass-Through Terms, as required under this Agreement, AND are either: (i) owned by Client; or (ii) in which Client has a majority controlling interest in such company, practice, group and/or other legal entity; or (iii) in which Client has entered into a management agreement with such company, practice and/or other legal entity that creates a bona fide business relationship with Client to perform one or more management service functions.

"Analytics Database" means Company's collection of Client Data from various customers of Company.

"Authorized Server" means a hardware server owned or leased by Client and located in a Designated Location. Authorized Servers will not be used for the benefit of any party other than Client, its Affiliated Organizations, and End Users.

"Authorized Workstation" means a desktop, tablet or laptop computer located within the United States and used by an End User.

"Business Day/Business Hour" means time during which Company is actively staffed and most Company resources (including its Maintenance Services staff) are available, but excludes nights, weekends and holidays observed by Company.

"Certified Professional" means any Client Personnel who: (A) is actively involved in the day-to-day operation and support of the Products and Services within Client's organization, (B) has suitable education and experience to understand the Products and Services, (C) has passed the applicable Company certification tests (if any), and (D) if a contractor and not an employee of Client, has entered into a separate agreement with Company to become a Third Party Certified Professional.

"Claim" means a claim, action, proceeding, or demand made against a person or entity, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.

"Client Data" means the compilation of Client's, its Affiliated Organizations', subsidiaries', and/or parent entity's data from all Data Sources.

"Company Appliance" means a platform required to run certain Company Software.

"Company Hardware" means equipment and other hardware distributed under Company's brand that is purchased or rented by Client from Company and identified as Company Hardware in an Order Form. Hardware that is not identified as Company Hardware in the Order Form is Third Party Hardware.

"Company Software" means software in object code form licensed through an Order Form (entered either directly by Client or through Partner on behalf of Client), or as may be made available for access and/or use under a SaaS offering and identified as Company Software, including any Interfaces, templates, and any and all updates, modifications, improvements, extensions, and derivative works made thereto by or for Company, Client, or any Third Party. "Company Software" specifically excludes Content.

"Company Technology" means **the Company Software, Services and User Materials made available by Company, including all Interfaces, templates, forms, software tools, algorithms, software (in source code and object code forms), user interface designs, architecture, toolkits, plug-ins, objects, documentation, network designs, ideas,**

processes, know-how, methodologies, formulas, systems, data, heuristics, designs, inventions, techniques, trade secrets, and any related intellectual property rights throughout the world included therein, as well as any derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

"Confidential Information" means a Discloser's non-public information (including copies, summaries, and extracts): (A) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as "confidential", and delivered to Recipient within 15 days after disclosure. Confidential Information of Company includes the terms of this Master Agreement, Company Technology, Client lists, and employee lists whether or not marked or identified as confidential. The Party disclosing Confidential Information is referred to as **"Discloser"** and the Party receiving Confidential Information is referred to as **"Recipient"**. Confidential Information does not include information that:

is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient was known to Recipient free of any confidentiality obligations, before its disclosure by Discloser.

becomes known to Recipient free of any confidentiality obligations from a source other than Discloser; or is independently developed by either Recipient without use of Confidential Information.

"Consulting Services" means services provided or to be provided by Company, either directly or as a subcontractor of Partner, under one or more Order Forms to create reports and forms, customize certain aspects of Client's system and provide other technical and provisional services, as more specifically set forth in Section 5 above.

"Content" means any clinical content, in any form, included within Company Software and/or Services.

"Data Source" means a single feed of aggregated personal, medical, financial and/or other data that is imported into any Company Technology.

"De-Identify" or "De-Identified" means to de-identify personal data in accordance with the "safe harbor" requirements of section 164.514(b)(2) of the HIPAA regulations, or in a manner that otherwise meets the requirements of section 164.514.

"De-Identified Data" means Client Data that has been De-Identified.

"Delivery" means the date that the Software is made available to Client, or to Partner on behalf of Client, as described in this Schedule.

"Designated Location" means the Client owned or leased location set forth in the applicable Order Form (or such other U.S. address identified in writing to Medicalistics) where the server(s) are located upon which Client intends to load the server-side Software. If operated by a Third Party, a Designated Location must be pre-approved in writing by Medicalistics.

"Disaster Recovery Environment" means Client's technical environment designed solely to allow Client to respond to an interruption in service that is due to an event beyond Client's control, where Client cannot provide critical business functions for a material period.

"Effective Date" means the date signed on the applicable Order Form by Client; or, if multiple parties will be signing, then the date last signed on the applicable Order Form by the authorized representative of all parties.

"End User(s)" means Personnel who are: (A) based in the United States and (B) authorized by Client or an Affiliated Organization to use any portion of the Products or Services or (C) an authorized member of a community using the Software for purposes of health information exchange or care coordination. Unless specifically stated otherwise in the applicable User Material, each End User will be assigned a unique ID and password.

"Environment" means the Facilities & Equipment that Company deems necessary for operating the SaaS Service and making it available for Client's use through Client's internet connection, all as specified in the applicable Statement of Work and/or Order Form.

"Facilities & Equipment" means a data center with all infrastructures, security controls, connectivity, systems, including back-up and recovery capabilities to avoid loss of data in the event of any failure, as well as all computers, background technology and equipment (including appropriate chipsets, processing speeds, RAM, storage, operating systems, connectivity, services, data, subscriptions, software, configurations other components necessary to operate the Products and/or Services.

"Fulfillment" (Mobile) means, for Mobile Solution services, when Medicalistics has confirmed to Partner that it has provided the necessary resources to the applicable Client to complete the initial configuration, implementation and activation of the Mobile Solution.

"Fulfillment" (SaaS) means when Company has confirmed that the SaaS Service is ready for Client to access and begin testing of the applicable Product(s).

“Group of Charts” means the aggregation of all patient charts within a practice or within separate disciplines within a practice.

“Hardware” means Company Hardware and Third-Party Hardware.

“Help Desk Support” means the support services provided by Company help desk under its then current Maintenance Program.

“Implementation Services” means services provided, or to be provided, by Company under one or more Order Forms to configure, install and implement Software and Hardware for Client’s use

“Instances” means a single installation of Company Software running on a Company Appliance or such other physical or virtual server Client may provide.

“Interface” means the part of any Company Software designed to exchange data between or among Company Software components and other software or between Company Software and Hardware.

“Law” means those applicable federal and state statutes, regulations, codes, ordinances, agency directives, binding court orders and other binding government requirements.

“License Key” means each encrypted alphanumeric code needed to activate certain Software and/or features in certain Software.

“License Term” means the period set forth in an Order Form for which Client, either directly and/or through a Partner, has purchased the applicable Software license.

“Lives” means the net number of individuals whose data is stored in the database of Company Software, regardless of Data Source, as measured by the master patient index.

“LGR” or **“Limited General Release”** means versions of the Software and/or Services made available by Company on a limited general release basis.

“Master Agreement” means, collectively, all Order Forms, General Terms and Conditions Schedule, and all other Schedules, Exhibits, Attachments, Statement of Works and Addenda, if any, entered into between the parties and as delineated in any Order Form(s).

“Metric” means each standard specified by Company in the Order Form or applicable Schedule that describes either: (i) the scope of Client’s rights to use the Software and/or Services, as applicable or (ii) the measure by which Client’s use of the applicable SaaS offering will be calculated and charged as reported to Client in periodic reports.

“Non-Production Instance” means an additional installation of Company Software used to directly support one or more Production Instances – Including, but not limited to, system used to test or stage software configurations or interfaces prior to deployment in a Production Instance, development environment, passive standby or failover system, or a demo/training system.

“Order Form” means each sales order form that is executed between Client and Company or that is executed by Partner on behalf of Client for Products and/or Services provided to Client, for Client’s procurement of Products and Services.

“Partner” means a third-party, independent contractor certified by Company as authorized to resell, support and/or implement certain named Company Products directly to the Partner’s customer base – all in accordance with the terms of the written agreement entered into directly between Company and such third-party entity.

“Party” means Company or Client, as applicable.

“Personnel” means, with respect to each Party, such Party’s officers, employees and contractors.

“Plug-in Software” means certain, if any, locally installed software on Client’s equipment necessary for SaaS End Users to access and use the SaaS offering. “Plug-in Software” is Company Software.

“Population Limit” means the Metric based on the maximum number of Lives allowed under the Company Software.

“Practice License” means each distinct and separate server license required by the Enterprise software for: (1) each tax identification number associated with Client and its Affiliated Organizations and/or (2) each separate Group of Charts kept by Client and its Affiliated Organizations within the Software.

“Products” means one or more of the following procured from Company, either directly or through Partner, by Client as set out in an Order Form: Company Technology, Third Party Software, Content, Company Hardware, and Third-Party Hardware.

“Production” means use of Software to support actual business operations of Client and its Affiliated Organizations and excludes training, back up, development, quality assurance and similar non-productive uses.

“Production Instance” means is an Instance that is used to serve the primary purpose for which Client has purchased a license to use Company Software - including but not limited to, primary system housing or handling

live production data, secondary system used for reporting purposes, additional active system used to distribute or segregate load

"Provider" means any licensed provider of healthcare services, including physicians, osteopathic physicians, dentists, optometrists, physical therapists, nurse practitioners, physician assistants and all other licensed providers.

"Registered End User" means an End User that completes Medicalistics's account registration process to access and use Mobile Solution and the App.

"SaaS" means Company services that (A) make Software functionality accessible to Client on a subscription basis via the Internet and a browser as more specifically set forth in the applicable User Materials and (B) are identified as "SaaS" on an Order Form.

"SaaS End User" means any End User that needs to have log-in authority to the Environment for a particular Product(s).

"Schedule" means a written document executed by both Parties or incorporated by reference into an Order Form, which describes additional terms, related to Products and Services.

"Service(s)" means each service procured from Company, either directly or through a Partner, under one or more Order Forms, including Implementation Services, Software Maintenance Services, Hardware Maintenance Services, Consulting Services, eLearning services, and Managed Cloud Service as such terms are defined in the applicable Schedule.

"Service Term" means the period set forth in an Order Form or applicable Schedule for which Client has purchased the applicable Service.

"Software" means Company Software and Third-Party Software.

"Special Program" means any governmental or non-governmental program, project, grant, incentive-based opportunity, plug-in, extension use case or other program relating to Client's business.

"Statement of Work" means a written document executed by the Parties or incorporated by reference into an Order Form that describes specific Implementation Services or Consulting Services to be provided by Company as well as any deliverable(s) or milestone(s).

"System" means collectively, the Company Software, appropriate Third-Party database software, operating system software, Third Party Materials and other hardware, software and items described in an applicable Statement of Work functioning together as a single system.

"System Administrator" means a person with responsibility for the operation of Client's computing systems and networks with suitable background, experience and education.

"Third Party" means any person or entity other than Company or Client.

"Third Party Hardware" means equipment and other hardware distributed under a Third Party's brand that is purchased or rented by Client from Company under an Order Form.

"Third Party Materials" means Third Party Software, Third Party Services and Third-Party Hardware.

"Third Party Services" means Third Party services identified in an Order Form that are offered and/or made available by and/or through Company, under a Third Party's brand and are accessed and/or used by Client.

"Third Party Software" means Third Party software and/or content (A) identified as Third Party Software in an Order Form or otherwise identified and provided to Client in connection with Client's permitted use of Company Software, including related data, graphics, subscriptions, libraries, diagnosis and procedure code sets, and patient education and drug interaction databases and (B) in the case of Hardware, Third Party software pre-installed on such Hardware including BIOS, firmware, operating systems and similar technology.

"Update(s)" means any patch, fix, improvement, enhancement or change to Company Software that Company makes commercially available at no additional charge to customers in connection with Software Maintenance. Updates do not include additional modules and/or capabilities for which Company or any Third-Party provider charges a separate license fee.

"User Materials" means the documentation provided by Company relating to the general released versions of Products and Services, including user guides, technical manuals, release notes, installation instructions, information pertaining to maintenance services and online help files regarding use of Software, and all updates thereto.

"Virus" means viruses, worms, and other malware or malicious code intended to cause or that cause computers or systems to fail to act properly or to function in an unintended manner or permit unintended access to such

computers or systems by any Third Party. License keys and other functionality intentionally inserted in Software by the licensor are not Viruses.

Schedule 2.20

NextGen® Products/Services - General Terms and Conditions "EULA"

Effective: May 2020

As it relates to Client's use of the NextGen® products and/or services obtained through any third-party vendor, in conjunction with the terms of the Partner's agreement with Client, Client agrees to the following additional terms and conditions. As it relates to the NextGen® products and/or services, to the extent of any conflict between the Partner's agreement and these terms and conditions the terms of this document shall prevail.

CLIENT RESPONSIBILITIES

- **General.** Client will comply, and Client will cause all Affiliated Organizations, End Users, Personnel and other persons to whom Client provides any access to NextGen® products, services or other NextGen® Confidential Information to comply with the applicable provisions of this Agreement; and, Client shall be responsible for the non-compliance of any such Affiliated Organizations, End Users, Personnel and/or other person.
- **Failure to Pay.** Client acknowledges that if Partner fails to pay, any undisputed amount due NextGen Healthcare for the NextGen® and/or third party products and/or services obtained from NextGen Healthcare on behalf of Client, NextGen Healthcare may, in its sole discretion, (A) terminate any license or rights available to Client to the NextGen and/or third party products and/or services, (B) suspend or restrict provision of such products and/or services and/or (C) discontinue any future right to purchase products and/or services from NextGen Healthcare, whether at a discount price or otherwise. However, NextGen Healthcare will not exercise its rights under items (A) through (C) above if Partner is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Limitations on Use. All End Users must be licensed to use the NextGen® and/or third party products and/or services. Except to the limited extent expressly permitted in this Agreement, Except to the limited extent expressly permitted in this Master Agreement, Client will not: (A) sell, transfer, lease, assign, or sublicense any Software or Services; (B) use any Software or Services as a service bureau, for outsourcing, for sharing access to any Services with any Third Party (except for authorized End Users), or for otherwise offering or making available the functionality of the Products or Services to any Third Party; (C) permit any End User or other person to access or use Products or Services using another End User's ID, login or password or otherwise make an End User's ID, login or password available to any Third Party; (D) use any Software or Service to process anything other than Client's, Affiliated Organizations', or an End Users' data; (E) bypass any privacy and/or security measures Company may use to prevent or restrict access to the Products and/or Services (or other accounts, computer systems or networks connected to the Company's Products or Services); (F) knowingly use the Products and/or Services in a manner that violates any applicable local, state, national and foreign laws, treaties or regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws); or (G) remove any intellectual property, confidentiality or proprietary notices of Company and/or any Third-Party which appear in any form on the Products and/or Services or otherwise in any Company collateral or materials however reproduced.

- **Professional Diagnosis and Treatment.** NextGen® products and services do not make clinical, medical or other professional decisions, and are not substitutes for End User's Personnel applying professional judgment and analysis. Client is solely responsible for: (A) verifying the accuracy of all information and reports produced by Company Software and Services; (B) obtaining necessary consents for use and disclosure of patient information; (C) determining data necessary for decision-making by Client and its Personnel; (D) making all diagnoses and treatments and determining compliance, and complying, with all Laws and licensing requirements for the operation of Client's business; (E) assuring its Providers have the necessary professional licenses and, unless Client has purchased Company's Credentialing Service, are properly credentialed pursuant to applicable Law to perform their services.

CONFIDENTIALITY. Client acknowledges and agrees that the NextGen® products and services, along with their applicable documentation [including all Interfaces, templates, forms, software tools, algorithms, software (in source code and object code forms), user interface designs, architecture, toolkits, plug-ins, objects, documentation, network designs, ideas, processes, know-how, methodologies, formulas, systems, data, heuristics, designs, inventions, techniques, trade secrets, and any related intellectual property rights throughout the world included therein, as well as any derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed, Client lists, and employee lists whether or not marked or identified as confidential] constitute confidential information, and valuable trade secrets and intellectual property, of NextGen Healthcare and its third party licensors and service providers ("Confidential Information"). Client shall maintain the Confidential Information in strict confidence. Client shall not, and Client shall not permit its employees, agents and subcontractors to, sell, transfer, publish, disclose, display or otherwise make accessible the Confidential Information, in whole or in part, to any third party. Confidential Information does not include information that: (a) is or becomes publicly available at or after the time of disclosure through no fault of either Recipient (b) was known to Recipient free of any confidentiality obligations, before its disclosure by Discloser; (c) becomes known to Recipient free of any confidentiality obligations from a source other than Discloser; or (d) is independently developed by either Recipient without use of Confidential Information.

Schedule 2.20

NextGen® Products/Services - General Terms and Conditions "EULA"

Effective: May 2020

PRIVACY. Client acknowledges that in the performance of certain NextGen® services NextGen Healthcare may De-Identify Client Data before such data is incorporated into any Analytics Database. Client grants NextGen Healthcare a non-exclusive, worldwide, paid-in-full, perpetual and irrevocable right and license to: (A) extract, copy, aggregate, process and create derivative works of De-Identified Data to derive, or add to, Analytics Databases; (B) employ data analytics on the Analytics Databases for purposes of developing Data Analytics solutions; and (C) prepare derivative works of the Analytics Databases, and use, execute, reproduce, display, perform, transfer, distribute, and sublicense the Analytics Databases and such derivative works. De-Identified Data will be aggregated with de-identified data from a sufficient number of other Clients in a manner designed to prevent NextGen Healthcare or others from using the Analytics Databases to analyze the particular characteristics of Client's business. NextGen Healthcare will not individually identify Client as a source of the De-Identified Data for the Analytics Databases, although NextGen Healthcare may disclose that certain of its Clients allow the use of Client data for such purposes.

eLEARNING MATERIALS SUBSCRIPTION/TRAINING MATERIALS. For certain NextGen® products and/or services, Client may purchase a subscription for access by its End Users to NextGen Healthcare's "eLearning" online training program*; and/or (B) use printed materials (as may be provided during onsite training sessions) and/or electronic materials (available for download for remote training sessions). Client may not make copies and/or download any of the training materials, unless such materials expressly state otherwise. Each End User must have his/her own subscription to any eLearning materials and use his/her own ID and password to access such materials. All training materials are licensed to Client for their own internal use and are provided solely to assist Client's End Users in learning how to use the NextGen® products and/or services. Subscriptions to the eLearning Materials are for one year commencing upon the Effective Date. eLearning Material subscriptions automatically renew for successive 1-year Service Term (s) at then-current rates, unless a Party provides written notice of its intent not to renew at least 60 days before the end of the then-current Service Term.

PROPRIETARY RIGHTS. NextGen Healthcare and its licensors own the NextGen Healthcare Technology. To the extent Software and content are obtained by Client, the Software and content are always licensed, not sold. Client has no right to use NextGen Healthcare's or any Third Party's name, trademarks or logo, or any goodwill now or hereafter associated therewith, all of which is the sole property of and will inure exclusively to the benefit of NextGen Healthcare or such Third Party. Client agrees not to modify, create derivative works of, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code in any NextGen Healthcare Technology. Breach of this Section will be deemed a material breach of this Agreement and entitle NextGen Healthcare to immediately terminate Client's rights under this Agreement.

FEEDBACK. The purpose of this section is to avoid potential misunderstandings or disputes when NextGen Healthcare's products and/or marketing strategies might seem similar to ideas submitted or feedback given to NextGen Healthcare. NextGen Healthcare or any of its employees do not accept or consider *unsolicited* ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Should NextGen Healthcare seek out Client's, and/or any of its Personnel's, feedback on NextGen Healthcare's existing products and/or marketing strategies, Client is under no obligation to provide any such feedback. However, if despite NextGen Healthcare's request that Client not send NextGen Healthcare its unsolicited ideas, Client still submits them, or if Client elects to provide feedback on NextGen Healthcare's existing products, services and/or marketing strategies, then regardless of what is stated when Client makes such a submission or provides such feedback, the following terms shall apply to Client's submissions and feedback: (1) Company will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as Company sees fit, without any obligation or restriction of any kind to Client; (2) there is no obligation for Company to review Feedback; and (3) there is no obligation to keep any Feedback confidential..

COMPLIANCE. Client represents and warrants that to the best of its knowledge: (A) it, its affiliates and its Personnel are not under or subject to a "Corporate Integrity Agreement" or any other restriction or investigation by any payer, government agency or industry self-regulating organization; (B) neither it nor any of its affiliates, directors or Personnel are (i) listed on the General Services Administration's Excluded Parties List System or (ii) suspended or excluded from participation in any Government Payer Programs; and (C) there are no pending or threatened governmental investigations against Client or any of its affiliates, directors or Personnel that may lead to suspension or exclusion from Government Payer Programs or may be cause for listing on the General Services Administration's Excluded Parties List System.

DISCLAIMER OF WARRANTIES. NEXTGEN HEALTHCARE DOES NOT PROVIDE ANY INSTALLATION SERVICES OR TRAINING UNDER THIS AGREEMENT, THOUGH EXTENSIVE SERVICES MAY BE REQUIRED TO INSTALL AND IMPLEMENT THE SOFTWARE. NO SOFTWARE MAINTENANCE SERVICES OR SOFTWARE UPDATES ARE PROVIDED BY NEXTGEN HEALTHCARE TO CLIENT UNDER THIS AGREEMENT, THOUGH IN NEXTGEN HEALTHCARE'S OPINION, SUCH MAINTENANCE SERVICES ARE NECESSARY FOR THE SUCCESSFUL, ONGOING OPERATION OF THE SOFTWARE. ALL SOFTWARE MAINTENANCE SERVICES, THROUGH WHICH SOFTWARE UPDATES ARE MADE AVAILABLE, MUST BE PURCHASED UNDER A SEPARATE AGREEMENT. CLIENT EXPRESSLY AGREES THAT USE OF THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES IS AT CLIENT'S SOLE RISK. THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEXTGEN HEALTHCARE AND ITS LICENENORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY

Schedule 2.20

NextGen® Products/Services - General Terms and Conditions "EULA"

Effective: May 2020

KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEXTGEN HEALTHCARE DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES IN CONNECTION WITH CONTENT AND THIRD-PARTY MATERIALS. ALL CONTENT AND THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR INDEMNIFICATION FROM NEXTGEN HEALTHCARE WHATSOEVER. NEXTGEN HEALTHCARE MAKES NO WARRANTY THAT THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM NEXTGEN HEALTHCARE OR THROUGH THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

LIMITATION OF LIABILITY. IN NO EVENT SHALL NEXTGEN HEALTHCARE'S BE LIABLE FOR ANY INDIRECT, INCIDENTAL, NEGLIGENCE, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SOFTWARE AND/OR NEXTGEN HEALTHCARE SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF NEXTGEN HEALTHCARE'S HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEXTGEN HEALTHCARE'S LIABILITY TO CLIENT OR ANY THIRD PARTIES IS LIMITED TO \$50.⁰⁰. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CLIENT.

GENERAL PROVISIONS

- **Third Party Materials/Third Party Beneficiaries/Additional Modules.** Certain Third-Party Materials listed on an Order Form may be subject to terms and conditions that are separate from the terms and conditions set forth under this Master Agreement. (Those affected Third-Party Materials are found at: www.nextgen.com/thirdpartyagreements and are agreements solely between the Third-Party vendor and Client.) Although the Third-Party Materials may be required to utilize the full features and functionality of the Company Software and/or Service, Client is not required to obtain such Third-Party Materials directly through Company. In addition, Company may offer from within the Products and Services new modules/capabilities and/or additional Third-Party offerings that may present additional terms and conditions that are separate from those set forth under the Master Agreement. By signing the Order Form and/or clicking "I ACCEPT" or equivalent language, Client is agreeing to comply with those separate terms and conditions. Except as set forth above or in any Schedule, the Parties agree and acknowledge that this Master Agreement is not made for the benefit of any Third Party and nothing in this Master Agreement, whether expressed or implied, is intended to confer upon any Third Party any rights or remedies under or by reason of this Master Agreement, nor is anything in this Master Agreement intended to relieve or discharge the liability of either Party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over or against either Party.
- **U.S. Government Licensing.** For US Government End Users: Client acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable and has been developed exclusively at private expense. Client agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.
- **Export Rules.** Client acknowledges that NextGen Healthcare's technology may be subject to the U.S. Export Administration Regulations and other export laws and regulations, and Client will comply with all applicable export and import control laws and regulations of the United States and the foreign jurisdiction in which the NextGen Healthcare's technology is used and, in particular, Client will not export or re-export NextGen Healthcare's technology without all required United States and foreign government licenses.

DEFINITIONS. Capitalized terms shall have the meaning set forth in the Order Form or as defined below.

- **"Affiliated Organization"** means a company, practice, group and/or other legal entity (including those having separate tax identification numbers) of a Client located within the United States (and pre-identified, in writing, by Partner to Company prior to their access and/or use of any NextGen Healthcare product or service) that has entered into a written agreement with Partner that binds Client and its End Users to comply with the Pass-Through Terms, as required under this Agreement, AND are either: (i) owned by Client; or (ii) in which Client has a majority controlling interest in such company, practice, group and/or

Schedule 2.20

NextGen® Products/Services - General Terms and Conditions "EULA"

Effective: May 2020

other legal entity; or (iii) in which Client has entered into a management agreement with such company, practice and/or other legal entity that creates a bona fide business relationship with Client to perform one or more management service functions.

- **"De-Identify" or "De-Identified"** means to de-identify personal data in accordance with the "safe harbor" requirements of section 164.514(b)(2) of the HIPAA regulations, or in a manner that otherwise meets the requirements of section 164.514.
- **"De-Identified Data"** means Client Data that has been De-Identified.
- **"End User(s)"** means Personnel who are: (A) based in the United States and (B) authorized by Client or an Affiliated Organization to use any portion of the Products or Services or (C) an authorized member of a community using the Software for purposes of health information exchange or care coordination. Unless specifically stated otherwise in the applicable User Material, each End User will be assigned a unique ID and password.
- **"Personnel"** means, with respect to each Party, such Party's officers, employees and contractors.

Schedule 2.30

NextGen® Products/Services – License Terms "EULA"

Effective: May 2020

As it relates to Client's use of the NextGen® products and/or services obtained through any third-party vendor, in conjunction with the terms of the Partner's agreement with Client, Client agrees to the following additional terms and conditions. As it relates to the NextGen® products and/or services, to the extent of any conflict between the Partner's agreement and these terms and conditions the terms of this document shall prevail.

LICENSE TO NEXTGEN® SOFTWARE

To the extent that Client is obtaining a license to NextGen Healthcare's Software through a NextGen Healthcare certified Partner then the following shall apply:

Subject to Client's compliance with Partner's PMA, NextGen Healthcare grants Client, through the PMA and during the License Term, a personal, non-exclusive and non-transferable license to:

- (A) install and implement the NextGen® Software on Authorized Server(s) and Authorized Workstation(s) solely for use by End Users for internal operations in quantities as set forth in the Order Form and/or applicable Schedule and in accordance with applicable Metrics and User Materials; and
- (B) use, copy and distribute internally User Materials as reasonably required for permitted use of the NextGen® Software. Any such copies of the User Materials must contain the same copyright and other proprietary notices that appear in the original User Materials.
 - For purposes of clarification, and provided Client does not exceed the Metric quantity of licenses obtain for the particular NextGen® Software nor that the license seeking to be transferred is not otherwise restricted in its transferability, the internal transfer of the use of a license between Client's End Users and/or between Client and those End Users of an Affiliated Organization that is owned by Client or (ii) in which Client has a majority controlling interest in such NextGen Healthcare, practice, group and/or other legal entity shall not be deemed a violation of the "non-transferable restriction set forth above.

LICENSES TERM. The License Term for any Product commences on the Effective Date of the applicable order form and runs for the Term set forth in the applicable order form.

THIRD PARTY SOFTWARE. Third Party Software is licensed solely for use with NextGen® Software, and Client will not access Third Party Software except through the NextGen® Software with which it operates. Client will purchase updates to Third Party Software as needed to comply with the requirements of Client's then current version of the applicable NextGen® Software.

NON-PRODUCTION USE. Client may only operate one Production instance of the Software. Client may operate a reasonable number of non-Production instances (e.g. backup, training, disaster recovery, etc.) of the Software not to exceed any limit set forth in the order form or particular schedule. A backup instance of Software may be installed in a Designated Location separate from the location where the Production instance is installed.

LICENSE KEYS. Certain Software may require a License Key to operate and, in such case, the License Key is provided at the time of Delivery either directly to Client or to Partner on behalf of Client. Any additional License Keys would be provided as needed.

NO TITLE TRANSFER. All of the NextGen Healthcare Technology shall remain personal property and the title thereto shall remain with the NextGen Healthcare at all times. Client shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Agreement. Client shall keep the NextGen Healthcare Technology free from any and all judgments, liens and encumbrances. Client shall give NextGen Healthcare prompt notice of the attachment or other judicial process, lien, or encumbrance affecting the NextGen Healthcare Technology and shall indemnify and save NextGen Healthcare harmless of and from any loss or damage caused thereby.

EFFECT OF TERMINATION. Upon termination of the applicable license, or upon expiration of the License Term, Client must cease to use the Software and Third Party Software, uninstall all copies of the Software and Third Party Software from all Authorized Servers and Authorized Workstations, and destroy any media containing the Software and Third Party Software.

SOFTWARE SUPPORT AND MAINTENANCE. Client understands that no Maintenance Services, including Updates, are being provided to it by NextGen Healthcare; and, any Maintenance Services provided by Partner directly to Client (or NextGen Healthcare to Partner) are available only if Client is on the most current general release of such NextGen® Software (or such other general released versions

Schedule 2.30

NextGen® Products/Services – License Terms "EULA"

Effective: May 2020

LICENSE COMPLIANCE. During each License Term and for 3 years thereafter, Client and its Affiliated Organizations shall keep complete and accurate books and records relating to use of Products and Services. Company may either at its expense and no more than once every quarter, appoint Partner, its own Personnel or an independent third party (or all) to inspect such records and access related computers and systems to verify that use, installation, and deployment of the Products and Services by Client and its Affiliated Organizations comply with these terms. Any verification may include an onsite audit conducted at Client's or its Affiliated Organizations' relevant places of business upon 15 days prior notice, during regular Business Hours, and will not unreasonably interfere with Client's business activities. If a verification shows that Client, its Affiliated Organizations, End Users or on Company's then Third Party contractors of Client or its Affiliated Organizations are deploying, installing or using the Products and Services (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted, so that additional fees apply, Client must pay, unless disputed in good faith, the additional license fees and any applicable related maintenance and support fees based on Company's current list price, within 30 days of invoice date.

DEFINITIONS. Capitalized terms shall have the meaning set forth in the General Terms and Conditions or as defined below.

- **"Authorized Server"** means a hardware server owned or leased by Client and located in a Designated Location. Authorized Servers will not be used for the benefit of any party other than Client, its Affiliated Organizations, and End Users.
- **"Authorized Workstation"** means a desktop, tablet or laptop computer located within the United States and used by an End User.
- **"Delivery"** means the date that the Software is made available to Client, or to Partner on behalf of Client, as described in this Schedule.
- **"Designated Location"** means the Client owned or leased location set forth in the applicable Order Form (or such other U.S. address identified in writing to NextGen Healthcare) where the server(s) are located upon which Client intends to load the server-side Software. If operated by a Third Party, a Designated Location must be pre-approved in writing by NextGen Healthcare.
- **"Disaster Recovery Environment"** means Client's technical environment designed solely to allow Client to respond to an interruption in service that is due to an event beyond Client's control, where Client cannot provide critical business functions for a material period.
- **"License Key"** means each encrypted alphanumeric code needed to activate certain Software and/or features in certain Software.
- **"Production"** means use of Software to support actual business operations of Client and its Affiliated Organizations and excludes training, backup, development, quality assurance and similar non-productive uses.

Schedule 2.40

NextGen Healthcare SaaS Offerings "EULA"

Effective: May 2020

As it relates to Client's use of any Software as a Service solution offered by NextGen Healthcare obtained through any third-party vendor, in conjunction with the terms of the Partner's agreement with Client, Client agrees to the following additional terms and conditions. To the extent of any conflict between the Partner's agreement and these terms and conditions, as it relates to the SaaS Services, the terms of this document shall prevail.

- 1.1. Client is entering into a subscription, through Partner, to access and use certain Products and Services made available by Company in a Software as a Service Model. ("SaaS") During the SaaS Service Term, and provided Partner has paid Company the applicable SaaS subscription fee, Client will have the right to access and use each SaaS offering set forth in the applicable Order Form. Each SaaS subscription entered into is personal to Client, non-exclusive and non-transferable. The SaaS subscription(s), and its associated SaaS Fee, set forth in the applicable Order Form or Schedule, includes for the specific Products and Services: (i) the access and use of such Products and/or Services, (ii) non-administrative access to the Company controlled System upon which the SaaS offering is operated for such Products and/or Services, (iii) Software Maintenance Services on such Products and/or Services, (iv) updated versions of the Third Party Software listed as included and, (v) for each SaaS subscription purchased by Client that is based solely on a *Provider* Metric, the ability to have that Provider and four (4) additional non-Provider SaaS End Users utilize the SaaS Subscription. No license to the Product(s) is granted to Client under a SaaS subscription.
- 1.2. Certain SaaS offerings may require Client to install on its equipment Plug-In software to access and use the SaaS offering. During the SaaS Service Term, and provided Client is compliant with the terms of these terms and the Partner's agreement, Client will have a non-transferable and non-exclusive license to permit its SaaS End Users to install, use and implement Plug-In Software solely to access the SaaS offerings for Client's internal operations as permitted under these terms.

2. ENVIRONMENT FOR SaaS SERVICE

- 2.1. The environment used to provide the SaaS Service consists of the following:
 - a. **Installation.** Company will load the Products set forth in any Order Form into the Environment. However, costs associated with migrating from an existing non-Company environment are not a part of the applicable SaaS Service and are not included within the monthly SaaS Service fee.
 - b. **Third Party Licenses for infrastructure.** Company will provide the licenses for the third-party operating system, database software, tools, and utilities of the Environment, which are separate and distinct from any other Company Software and third-party materials that Client must purchase to use the features and functionality of the Company Software and/or Service.
 - c. **Operation.** Company will maintain the Environment so that the Products thereon perform in accordance with the applicable Product's User Material(s).

3. MISCELLANEOUS

- 3.1. **Data Volume.** On average, each End User accessing the SaaS Service is limited to a maximum of fifteen (15) gigabytes of storage for the Client Data generated from or loaded through the NextGen Enterprise EHR/PM offering or SaaS offering. SaaS Service Fees are based on the volume of Client Data on the last day of each month. Extra storage used beyond the average of fifteen (15) gigabytes per End User accessing the SaaS Service in any month will be automatically billed at the rate of 75¢ per gigabyte per month.
- 3.2. **Service Term.** The initial Service Term for SaaS Service commences upon the Fulfillment Date for the applicable SaaS Service and continues for 4 years, unless terminated earlier in accordance with the Master Agreement. Client understands that various Products and Services may utilize the SaaS Service and each such Product or Service may have its own Service Term that operates contemporaneously with the Service Term for the Managed Cloud Service. Accordingly, the expiration or termination of a Service Term for one Product or Service does not, in and of itself, terminate the SaaS Service for another Product, Service or the SaaS Service itself. By way of example and not limitation, if Client has enrolled in a 4 year SaaS subscription

Schedule 2.40

NextGen Healthcare SaaS Offerings "EULA"

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for the use of Company's EHR offering but only a 1 year Mobile Solution subscription, upon expiration of the Mobile Solution Service Term, the Managed Cloud Services associated with the Mobile Solution will also expire but Client would still be bound to the SaaS Service through the remainder of SaaS subscription for the EHR offering.

Unless specified otherwise in the applicable Order Form, applicable Product or Service Schedule or Addendum, each Service Term for SaaS Service automatically renews for successive 1-year terms, unless a Party provides written notice of its intent not to renew at least 3 months prior to the end of the then-current Service Term for Managed Cloud Service.

- 3.3. Effect of Termination; Transition; Return of Client Data.** Upon termination or expiration of the SaaS Service Term for any reason: (A) Client's right to access and use the SaaS offerings and all related functionality therein, immediately terminates and (B) Client must, at its expense, remove and delete all copies of any Plug-In Software, if any.

Upon termination or expiration of the Service Term for Managed Cloud Services offered under a hosting model, Client's right to use the Environment immediately terminates. However, Client's right to use the Company Software previously licensed by Client, along with any Third-Party Materials previously licensed by Client, continues according to the applicable terms of this Master Agreement.

Upon termination of SaaS Service for a NextGen® Enterprise offering, Client will promptly obtain AWS' s3 cloud storage (or such other Company approved cloud storage) and provide Company with credentials to access same. Once Company has obtained the necessary access, Company will copy into that storage site the following, to the extent such data exists, which represents the full client data set: (i) Prod.bak- Test, Dev; (ii) ICS images- on the file server; (iii) NGRoot – on the file server and (iv) Client share on the desktop- on the file server. Upon confirmation of receipt of the Client Data, Company will render unreadable, unusable, unrecoverable all Client Data residing on hardware controlled by Company to the extent allowed by law. Client may procure additional transition services at Company's then current hourly rates and standard terms and conditions

- 4. DEFINITIONS.** Capitalized terms shall have the meaning set forth in the Order Form or applicable Schedule, General Terms and Conditions or as defined below.

- 4.1. "Environment"** means the Facilities & Equipment that Company deems necessary for operating the SaaS Service and making it available for Client's use through Client's internet connection, all as specified in the applicable Statement of Work and/or Order Form.
- 4.2. "Fulfillment"** means when Company has confirmed that the SaaS Service is ready for Client to access and begin testing of the applicable Product(s).
- 4.3. "Plug-in Software"** means certain, if any, locally installed software on Client's equipment necessary for SaaS End Users to access and use the SaaS offering. "Plug-in Software" is Company Software.
- 4.4. "SaaS End User"** means any End User that needs to have log-in authority to the Environment for a particular Product(s).
- 4.5. "System Administrator"** means a person with responsibility for the operation of Client's computing systems and networks with suitable background, experience and education.

Travel Policy

All reasonable travel and living expenses of Medicalistics personnel will be **charged and billed to The Client (with client pre-approved budget), unless otherwise agreed to in writing by Medicalistics and The Client.**

A. Hotel charges, up to a maximum of \$200.00/day plus taxes and fees (or most reasonable rate up to IRS published rates for the city), will be reimbursed when accompanied by a detailed receipt showing all charges.

B. Mileage allowance: per IRS guidelines. Please include the number of miles for which you are seeking reimbursement.

C. Consultant is expected to select the lowest-cost, reasonable airfare. Receipts must be provided for all airfare charges; flights >\$600 must receive pre-approval from Client.

D. Travel Time 10 Hours Maximum for those traveling each direction.

E. Rental cars are to be re-fueled before returning. No rental car company re-fueling charges will be reimbursed, unless there were extenuating circumstances, which should be clearly described. Rental car size should be compact or mid-sized.

F. Meals - detailed receipts showing items purchased, method of payment and names of individual attendees must be provided. Receipts must show the establishment name and date and a breakdown of items purchased with corresponding charges. Current maximum meal expense reimbursement = \$65/day.

Meal

expenses for one-day trips are reimbursable up to maximum of \$20 (original receipts must be attached).

a) Alternatively, client may elect for flat \$65 /Day per diem with NO RECIEPTS

G. Tipping reimbursements: 15-20% maximum for meals. No tips reimbursed for luggage handling, unless extraordinary circumstances exist.

H. Cancellation of Onsite Services less than 3 weeks prior to travel may be subject to 50% cancellation **fees and reimbursement for travel expenses.**

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF HOQUIAM

AND

TEAMSTERS UNION LOCAL #252

This Memorandum of Understanding shall serve to amend the current Collective Bargaining Agreement between the City of Hoquiam and Teamsters Union Local No. 252 representing Commissioned Police Employees to include the management **classification** of police lieutenant only for the purposes of allowing them to participate in the Teamsters medical and retirement plans as follows:

1. Article 1, Recognition, shall be amended to include the **classification** of Police Lieutenant in the recognition clause 1.1.
2. It is agreed and understood, however, that the **classification** of Police Lieutenant is a management position within the police department and while it will be recognized as part of the bargaining unit under clause 1.1, not all provisions of the Collective Bargaining Agreement will apply to the Police Lieutenants. The Articles that shall apply to this position are:

Article 2 Union Membership and Dues Deduction;

Article 20 Health/Welfare, Dental, Vision, and Retiree's Medical Benefits;

3. Any employee having the Police Lieutenant **classification** shall have no voting rights, protections or benefits **other than Health and Welfare, Dental, Vision and Retiree's Medical** provided under the Collective Bargaining Agreement.
4. All other benefits and conditions of work applicable to the Police Lieutenant **classification** shall be provided under the City of Hoquiam personnel policies, Civil Service, and any other applicable ordinance(s).

The City shall retain the right to modify and or adjust the Police Department's Administration structure (for example; transitioning to a Police Chief and Deputy Police Chief from a Police Chief and Lieutenant structure). The Union agrees it will not contest the action(s) regarding the Administration Structure.

Signed this 8th day of December, 2025.

CITY OF HOQUIAM:

TEAMSTERS UNION LOCAL NO. 252:

Mayor

Brian Blaisdell, Secretary–Treasurer

Dane Bonnell, Business Agent