

PROPOSED AGENDA
CHELAN COUNTY COMMISSIONERS
MEETING OF APRIL 29 & APRIL 30, 2024

MONDAY, APRIL 29, 2024

8:10 A.M. KOZI Interview, Commissioner Gering

9:00 A.M. Opening – Pledge of Allegiance

Poppy Princess – Proclamation of Poppy Days in Chelan County

Public Comment Period

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
 - a) Jose Hernandez Sheriff New Hire
 - b) Jose Hernandez Sheriff Resignation
 - c) Joseph Gerak Economic Services Resignation
 - d) Yessenia Garcia-Aguilera Juvenile New Hire
 - e) Joshua Jasper CCRJC Termination
 - f) Yvonne Mayorga Human Resources Step Increase
 - g) Melissa Lavagnino Auditor Step Increase
 - h) Solicit for Donation Annual Leave for Public Works employee (33)

Board Discussion

10:00 A.M. Executive Session with PA Robert Sealby RE: Performance of a Public Employee

10:30 A.M. County Administrator Cathy Mulhall

Discussion

1. Administrative Update

Action

1. Carelon 2024 Contract Amendment (Authorize Chair to docuSign)
2. Contract for the provision of Legal Services with Hans Slette

3. Data Access Subscription Casual Use Agreement with Brian Chase for DC Documents
4. District Court Lead Clerk Position

11:00 A.M. Natural Resources Director Mike Kaputa

Discussion

1. Agreement with Heather Dappen Design for Icicle Creek Water Smart Gardens Program
2. Recommendation to Award Eagle Creek Culvert Replacement Project Schedule A to Strider Construction Co.
3. Equipment Purchase Exceeding \$10,000: Drone and Radiometric Thermal Camera
4. Applicant Authorization For WA Recreation and Conservation Office for Washington Wildlife and Recreation Program Projects: 24-1796D Bear Mountain Trailhead Development and 24-1949A Malaga Waterfront Park Acquisition Phase 2
5. Workshop: Upper Wenatchee Pilot Project Forest Resilience Bond
6. Other

Action

1. Agreement with Heather Dappen Design for Icicle Creek Water Smart Gardens Program
2. Recommendation to Award Eagle Creek Culvert Replacement Project Schedule A to Strider Construction Co.
3. Equipment Purchase Exceeding \$10,000: Drone and Radiometric Thermal Camera
4. Applicant Authorization for WA Recreation and Conservation Office for Washington Wildlife and Recreation Program Projects: 24-1796D Bear Mountain Trailhead Development and 24-1949A Malaga Waterfront Park Acquisition Phase 2

11:30 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. C6 Presentation
2. Garden Terrace Request
3. Amendment #3 to Agreement (K3662) with Department of State of Washington Agriculture Fairs Program
4. Departmental update

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

Action

1. Garden Terrace Request
2. Amendment #3 to Agreement (K3662) with Department of State of Washington Agriculture Fairs Program

12:00 P.M. LEOFF I Disability Board, Commissioner Smith

TUESDAY, APRIL 30, 2024

8:30 A.M. Kyrgyz-Washington Sister Region Organization Visit

9:30 A.M. Public Works Director Eric Pierson

PUBLIC HEARING: Franchise Agreement with Computer 5 dba Local Tel Communications

Discussion

1. Contract with N.A. Degerstrom, Inc. for Bridge Deck and Joint Rehabilitation Project, County Road Project No. 747 (CRP 747)
2. Commissioners Notice of Hearing – Road Vacation Known as North Shore Drive for by the Living Trust of William Edward Cattin and Rita Kay Cattin
3. Commissioners Notice of Hearing – Franchise Agreement with Brennen Balcom
4. Local Agency Agreement for Bridge Deck and Joint Rehabilitation Bundle Project, County Road Project 747 (CRP 747)
5. Construction Stormwater General Permit – Notice of Termination (West Cashmere Bridge Improvement Project)
6. Construction Stormwater General Permit – Notice of Termination (Goodwin Road Improvement Project)
7. Mountain Home Road PUD Power Conduit Installation
8. Event Permit – Tour de Bloom
9. Open Item

Action

1. Approve Contract with N.A. Degerstrom, Inc. for Bridge Deck and Joint Rehabilitation Project, County Road Project No. 747 (CRP 747)
2. Approve Commissioners Notice of Hearing – Road Vacation Known as North Shore Drive for by the Living Trust of William Edward Cattin and Rita Kay Cattin

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

3. Approve Commissioners Notice of Hearing – Franchise Agreement with Brennen Balcom
4. Local Agency Agreement for Bridge Deck and Joint Rehabilitation Bundle Project, County Road Project 747 (CRP 747)
5. Construction Stormwater General Permit – Notice of Termination Signature (West Cashmere Bridge Improvement Project)
6. Construction Stormwater General Permit – Notice of Termination Signature (Goodwin Road Improvement Project)

10:00 A.M. Flood Control Zone District Administrator Eric Pierson

10:15 A.M. Community Development Director Deanna Walter

PUBLIC HEARING: City of Leavenworth Ordinance 1627, 1650 and Inclusions of 1651 in Resolution

Discussion

1. Review Final Draft of Third-Party Contract with Stripe for Short-Term Rental (STR) Fees Via Deckard
2. Notice of Hearing RE: CPA 24-145
3. Rural Restaurant
4. Storage Containers

Action

1. Adoption of City of Leavenworth Ordinances 1627, 1650 Inclusions of 1651 in Resolution
2. Approval of Contract with Stripe for Short-Term Rental (STR) Fees Via Deckard

WEDNESDAY, MAY 1, 2024

9:00 A.M. Canvassing Board Meeting, Commissioner Smith

11:30 A.M. Pathways Leadership Meeting, Commissioner Overbay

5:30 P.M. Chumstick Wildfire, Commissioner Smith

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

THURSDAY, MAY 2, 2024

9:00 A.M. Wenatchee World Breakfast, Commissioners Overbay and Smith

1:30 P.M. Commercial Air Service Task Force, Commissioner Overbay

FRIDAY, MAY 3, 2024

7:00 A.M. Upper Valley Commissioners Breakfast, Commissioner Smith

7:30 A.M. OVOF Board Meeting, Commissioner Overbay

9:30 A.M. Canvassing Board Meeting, Commissioner Smith

1:30 P.M. Canvassing Board Meeting, Commissioner Smith

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

CHELAN COUNTY COMMISSIONERS
MEETING OF APRIL 22, 2024

MONDAY, APRIL 22, 2024

9:00:36 A.M. Opening – Pledge of Allegiance

Chairman Overbay calls the meeting to order. Present for session are Commissioner Gering, Commissioner Smith, Budget Director Nicole Thompson, Economic Services Director Ron Cridlebaugh, and Clerk of the Board Anabel Torres.

9:01:51 A.M. Public Comment Period was opened to members of the public.

Comment Provided by the Following members of the public:

- Julie Tarbert
- Tyler Chambers

9:10:37 A.M. Public Comment Period Closed

9:11:14 A.M. Consent Agenda

Upon motion and second by Commissioner Smith and Gering, the Commission unanimously approves the consent agenda as follows:

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:

a) Tonya H. Walls	Juvenile	Transfer/New Hire
b) Michael Kessler	Juvenile	Resignation
c) Dorian Robles	Juvenile	Resignation
d) Harold Marshall	Sheriff	Step Increase
e) Jacob Steiskal	Sheriff	New Hire
f) Brenna Wyatt	Sheriff	New Hire
g) Dorian Robles	Sheriff	Transfer/New Hire
h) Jason Ayers	District Court	New Hire
i) Christina Napoles	District Court	New Hire
j) Steven Van Lith	CCRJ	New Hire
k) Christina Pedersen	Economic Services	New Hire
l) Jenna Medlar	Noxious Weeds	Return to 40-Hours
m) Cindy Leichner	Ohme Gardens	Rehire
n) Edith Wood	Public Works	Rehire / Temp

7. Independent contractor agreement with Ecological Services, LLC, for Stemilt Section
27 Pole Flats Prescribed Burn 20240422A5-13
8. Amendment #3 with WA Conservation Commission for Wenatchee-Chiwawa
Irrigation District and Yaksum Water Company project support 20240422A5-14
9. Consultant agreement with RLR Cultural Resources LLC for Nason Creek projects
20240422A5-15

9:19:32 A.M. County Administrator Cathy Mulhall

9:23:50 A.M. Executive Session Re: Performance of a Public Official

Upon a motion by Commissioner and a Gering second by Commissioner Smith, the Commission unanimously approved entering a 5-minute executive session pursuant to RCW 42.30.110(g) to discuss the performance of a public employee

Extend Executive Session by 12 minutes– Public Notified

9:40:33 A.M. Moved Back to Regular Session

9:47:11 A.M Action

Upon motion and second by Commissioner Gering and Smith, the Commission unanimously approves the action items as follows:

1. LTAC Recommendations for Capital Projects in 2024. 20240422A5-16
2. Authorization to Sign Amendment K4624 o the Washington State Dept of Ag RE:
Noxious Weed Control 20240422A5-17
3. Approve Classification for new Coordinated Entry Positions 20240422A5-18

9:48:24 A.M. Continued Board Discussion

OIC Letter of Support

9:51:47 A.M. Recess

10:00:32 A.M. Back in Session

10:00:32 A.M. PUBLIC HEARING – Supplemental Budget Appropriation

- Sheriff \$43,859
- Paths and Trails \$50,000
- Noxious Weed \$11,922

- Mental Health \$4,800

Chairman Overbay opened the public hearing. Members of the public join via Zoom. No members of the public were present in the chambers.

10:02:54 A.M. Chairman Overbay called for public comment.

10:03:30 A.M. Hearing none, the Chairman closed the Public Hearing.

10:04:26 A.M. Action

Upon motion and second by Commissioner Gering and Smith, the Commission unanimously approves the action items as follows:

1. Resolution #2024-27 RE: Supplemental Budget Appropriations – April 2024

10:05:07 A.M. Recess

2:00:00 P.M. Tour Vaagen Timber Sawmill Facility, Colville, WA

6:00:00 P.M. Recess Until Tuesday

TUESDAY, APRIL 23, 2024

8:00:00 A.M. Colville Tribal Museum, Coulee Dam, WA

10:30:00 A.M. Meeting with Colville Business Council, Nespalem, WA

12:40:00 P.M. Recess Until Wednesday

WEDNESDAY, APRIL 24, 2024 *Special Meeting*

8:00:00 A.M. Tour Heartwood Biomass Facility, Wallowa, OR

~~1:00 P.M. Tour Restoration Fuels Sawmill and Biomass Facility, John Day, OR *Canceled*~~

Adjourn

Board adjourns until Monday, April 29, 2024.

Weekly Voucher Approval for Payment

20240422B4-1

Current Expense

\$220,409.20

Other Funds		<u>\$910,258.82</u>
	Total All Funds	\$1,130,668.02

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ANABEL TORRES, Clerk of the Board

April 29, 2024
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Jose Hernandez, Sheriff – New Hire
 - b) Jose Hernandez, Sheriff – Resignation
 - c) Joseph Gerak, Economic Services – Resignation
 - d) Yessenia Garcia-Aguilera, Juvenile – New Hire
 - e) Joshua Jasper, Regional Justice Center – Termination
 - f) Yvonne Mayorga, Human Resources – Step Increase
 - g) Melissa Lavagnino, Auditor – Step Increase
- 4) Solicit for Donation Annual Leave for Public Works employee (33)



Employee Payroll Change Notice

EFFECTIVE DATE: 05/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005673 (leave blank if new employee)
Name Jose Hernandez
Department Sheriff
Position Title BHU Extra Help
Pay Grade _____ Pay Step _____
Status PT/Temp Union N/A
(full time, part time, temp)
Account Number 160.001.56400.11.102 (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Hourly Rate: \$31.76
No benefits or incentives apply to temp. employee position.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization [Signature]
Human Resources Review [Signature]
Commissioner Approval _____

Date 4/24/24
Date 04/24/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 05/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005673 (leave blank if new employee)
Name Jose Hernandez
Department Sheriff
Position Title Outreach Case Manager
Pay Grade S070 Pay Step 5
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization [Signature]
Human Resources Review [Signature]
Commissioner Approval _____

Date 4/24/24
Date 04/24/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 04/11/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 0000030 (leave blank if new employee)
Name Joseph Gerak
Department Economic Services
Position Title Veterans Service Administrative Specialist
Pay Grade PW07 Pay Step 3
Status Full Time Union N/A
(full time, part time, temp)
Account Number 155.001.56520.11.001 (required)

REASON FOR CHANGE

- New Hire*
 - Promotion
 - Step Increase
 - Transfer
 - Reclassification
 - Termination
 - Retirement
 - Remove From Eden
 - Resignation
 - Other _____
- *Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Resigned from position on 04/11/2024

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]
Human Resources Review _____
Commissioner Approval _____

Date 4/18/2024
Date 04/18/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 4/30/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)
Name Yessenia Garcia-Aguilera
Department Juvenile Detention
Position Title Extra Help
Pay Grade _____ Pay Step _____
Status part-time Union _____
(full time, part time, temp)
Account Number 010.085.52760.11.999 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

\$21.00/hr

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____
Human Resources Review _____
Commissioner Approval _____

Date 4/19/2024
Date 04/22/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 4/22/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006005 (leave blank if new employee)
Name Joshua Jasper
Department Regional Justice Center
Position Title Corrections Deputy
Pay Grade S062 Pay Step Step 3
Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)
Account Number 150.001.52360.11.688 (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Jasper has been terminated as of today 4/22/2024.

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Chris Sharp*
Human Resources Review *[Signature]*
Commissioner Approval _____

Date 4-22-24
Date 04/22/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 05/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005966 (leave blank if new employee)

Name Yvonne Mayorga

Department Human Resources

Position Title HR Generalist

Pay Grade PW16 Pay Step 6

Status FTE Union Non-Barg
(full time, part time, temp)

Account Number _____ (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Yvonne has completed one year at step 5 and moves to step 6 on 5/1/2024

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: 05/01/2026
- Step 8: 05/01/2028

SIGNATURES

Department Authorization Margaret Walter

Date 4/24/2024

Human Resources Review Margaret Walter

Date 4/24/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 05/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005981 (leave blank if new employee)
Name Melissa Lavagnino
Department Auditor
Position Title Recording/Licensing Specialist
Pay Grade pw02 Pay Step 5
Status FT Union PTC
(full time, part time, temp)
Account Number 010.015.51480.11.156 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: 05/01/2026
Step 7: 05/01/2028
Step 8: 05/01/2030

SIGNATURES

Department Authorization [Signature] Date 4/17/24
Human Resources Review [Signature] Date 04/23/2024
Commissioner Approval _____ Date _____


To: Board of County Commissioners

Date: 4/24/24

Re: Donation of Annual Leave Requested by Public Works, which will accept donations up to a maximum amount of 520 hours.

Pursuant to Resolution No. 92-142, and in accordance with the policies in that Resolution, I, the below signed employee, wish to donate 28 hours of accrued vacation to the sick leave account of Paula Cox. (Donated leave must be given in 4-hour increments.)

The employee will exhaust his/her accrued leave in a short period of time.
Thank you for considering this request.



Signature of Donating Employee

ERIC PIERSON

Typed Name of Donating Employee

_____ Approved _____ Denied on _____
Date

Board of Chelan County Commissioners

By:

- Distribution If Approved:
- Chelan County Auditor
- Donating Employee
- Receiving Employee

- Distribution If Denied:
- Donating Employee

ADMINISTRATIVE AGENDA
April 29, 2024

DISCUSSION ITEM:

1. Administrative Update

ACTION ITEM:

1. Carelon 2024 Contract Amendment (Authorize Chair to docusign)
2. Contract for the provision of Legal Services with Hans Slette
3. Data Access Subscription Casual Use Agreement with Brian Chase for DC Documents
4. District Court lead Clerk Position



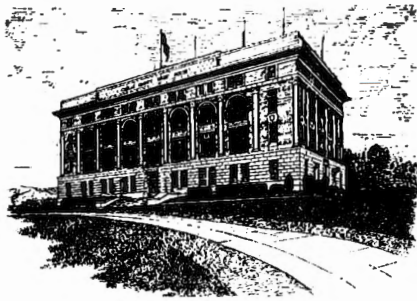
CHELAN COUNTY
HUMAN RESOURCES
COUNTY ADMINISTRATION BUILDING
400 DOUGLAS STREET #201
WENATCHEE, WA 98801
PHONE (509) 667-6311 FAX (509) 667-6599

April 25, 2024

To: Cathy Mulhall, County Administrator
From: Margaret Walters, HR Manager

RE: Classification of 1 new position in District Court

District Court has requested Human Resources to review a new position of Legal clerk and to approve the classification proposal of PW 11. I have reviewed other County PW 11 positions and concur with this classification upon approval of the BOCC.



CHELAN COUNTY DISTRICT COURT

ALLEN F. BLACKMON, JUDGE

JON M. VOLYN, JUDGE

LEA N. GARNER, COURT ADMINISTRATOR

DATE: February 6, 2024

TO: CHELAN COUNTY BOARD OF COMMISSIONERS

FROM: LEA GARNER, CHELAN COUNTY DISTRICT COURT

RE: NEW LEAD CLERK POSITION

Dear Commissioners,

As things continue to change and evolve in employment needs for our local courts, we must also continue to assess our current processes and adapt to those changes. District Court has been reviewing staffing needs, turn-over rates, and retention ideas to determine an efficient and effective way to properly staff the court. This review process not only allows for effective and timely access to justice, but also allows us to invest in our employees and provide growth opportunities for our staff.

As the administration, it is our duty to evaluate workloads and processes, as well as how the daily tasks are implemented and executed, and, importantly, the impact it has on the morale of the office. We continue to look for ways to provide assistance to our staff and show them that we take their performance and satisfaction seriously.

With a projected retirement date of a current administrator coming in the near future, as well as having two new court managers that are learning the requirements of their respective positions, succession planning is critical. We feel there is a need to create a new classification of Lead Legal Clerk in District Court that will be filled by a currently employed clerk. This is not a creation of a new position requiring hiring an additional staff member, but rather a reclassification of a current staff position. This position would not be a management one, but rather a step in that direction where the clerk would have more responsibilities than the current clerk position, and would be given direction and mentoring necessary to move into a management position when one is available.

In discussing how this would impact this department, we have determined the following:

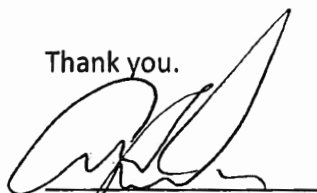
- At a pay grade of PW11, it would increase this clerk's pay by \$456 per month, but could annually be a cost saving of approximately \$33,000 in the future when looking at longevity increases from new clerks to this step in the reclassified pay grade.
- It would remove some of the tasks currently performed by the managers, alleviating some of their duties, and allowing for more efficient use of their time, as well as allowing them to focus on other critical tasks.
- Creates an incentive for staff by showing appreciation for longevity status and promoting employee retention.
- Promotes an environment that expresses the courts value in experience obtained by length of service.
- Creates trust between staff and management by investing in opportunities to create growth within the department.
- Develops a stepping stone for succession planning as this position would only be available to current staff due to the experience and knowledge of processes that is required.

There are at least eight other courts in the state of Washington that operate with lead clerk positions, and we have been advised that it is a vital part of their operations. We feel that it would be a vital position in our court as well, for the reasons stated above.

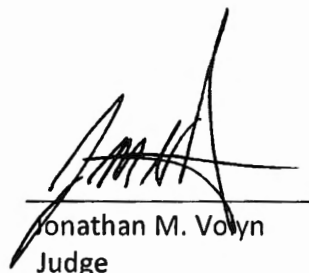
Currently, we have a clerk that we feel is deserving of this position reclassification. She has proven to be an asset in the office by having taken on every task we have given her, and has willingly assisted in helping others whenever she has the availability. She has shown interest in a management position, and we strongly feel that this would give her the tools needed to make that transition in the future if she chooses to do so.

We look forward to the opportunity to discuss this with you. Please feel free to contact us if you have any questions.

Thank you.



Allen F. Blackmon
Judge



Jonathan M. Volyn
Judge



Lea N Garner
Court Administrator

Chelan County Lead Legal Clerk Job Description

Job Title: Legal Clerk
Department: District Court
Reports To: Court Administrator
FLSA Status: Nonexempt
Pay Grade: PW11– \$4,474.11 / \$5,857.99 DOE
Job Status: Full-Time
Union Status: Courthouse Bargaining
Prepared By: Lea Garner, Court Administrator
Prepared Date: Feb 1, 2024

SUMMARY

The Lead Legal Clerk is a promote from within position only and is a transitional position that prepares the clerk for promotion into management. The clerk has responsibility for performing a wide variety of highly technical operations requiring specialized clerical knowledge. The employee is knowledgeable about all clerical activities associated with case processing in all aspects of the District Court office. The duties require unusual technical expertise in those aspects of court operations in which consequences of a clerical error would be significant. The individual possesses the skills and technical expertise to provide assistance to the judicial staff as well as the public by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. (This listing may not include all of the duties or tasks which may be required by this position.)

- Responding to multi-line telephone and counter inquiries; sorting and routing documents and correspondence. May respond to or initiate correspondence related to the department.
- Analyze and accurately enter complex, technical data into computer applications, update, retrieve, and process case data in a timely manner.
- Prepare documents for scanning, verify and validate documents for necessary information, accuracy and completeness; index documents and ensure retrieval in electronic format. Maintain confidential documents as required by statute, court rule and/or the court.
- Receive payment of court fines, bail, penalty assessments, and fees; recording and receipting payments according to established court procedures. Work may involve responsibility for receipting and disbursing and accounting for large amounts of money.
- Arranging for time payments of fines, monitors payments and takes appropriate action for delinquent payments in accordance with court policy.
- Processing commitments, releases and referrals; contacting appropriate agencies (law enforcement, probation, custodial facilities, mental health and alcohol treatment centers, etc).
- Monitors case dispositions for compliance with court orders. Prepare various notices and documents for court review and signature.

Job Title: Legal Clerk

Page 2

- Issue and process bench warrants and subpoenas. Prepare and issue various notices, documents and correspondence on a case by case basis.
- Prepare daily and weekly court calendars for criminal, traffic infractions, civil and small claims cases; prepare cases for court sessions and insure appropriate documentation is scanned timely.
- Examine legal documents submitted to court for adherence to law or court procedures, preparing cases, and posting, filing, or routing documents.
- Scheduling and coordination of court hearings, non-jury trials, and jury trials. Securing information for judges, and contacting witnesses, attorneys, and litigants to obtain information for court, and issuing notice to all parties as when to appear in court. Procuring sufficient jurors or interpreters when necessary.
- Knowledgeable in the use of courtroom recording equipment, certification thereof and transcripts of all proceedings for appeals to superior court.
- Staffing courtroom during sessions, recording all proceedings, maintaining recording logs, marking exhibits, and recording case disposition and processing orders of the court. Responsible for all computer functions and interaction with counsel, law enforcement, the public and court observers.
- Keeping accurate and complete records by making required docket entries on the case management computer system, preparing issuance of orders for commitment and release, warrants, subpoenas, summonses, and other legal documents as ordered by the court.
- Explaining procedures or forms to parties in cases for conformity; determine proper course of action for assistance. Assist the public by providing routine information or answers as they relate to the business of the court.
- Perform other office duties as required by RCW, court rules and office policies or direction of the supervisor.
- Process weekly case review reports for compliance of sentence conditions.
- Maintain and print ample supply of all necessary office forms and brochures.
- Monitor office email and fax folder, and accurately distribute the communication to the appropriate clerk for processing.
- Assist management in training of new staff members in a peer-to-peer capacity if needed.
- Assume responsibilities and duties of other desks as needed due to staffing, up to and including any in court clerk for court calendar.
- All duties are subject to change as the needs of the employer and requirements of the job change.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Title: Legal Clerk

Page 3

Considerable knowledge of office practices; thorough knowledge of work related codes, laws, and legal terminology; ability to plan effectively; ability to work effectively in a high pressure environment; ability to make significant decisions in accordance with laws, regulations, and court policies and procedures; ability to express ideas concisely, orally and in writing, and to establish effective working relationships with co-workers, public officials and the general public.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); and at least two years of progressively responsible experience in a court or legal setting or any combination of education and experience which provides the necessary knowledge, abilities, and skills. Ability to operate standard office equipment and computer with good typing speed and accuracy (45 words per minute net), and knowledge of general office procedures.

LANGUAGE SKILLS

Ability to read and interpret documents such as court orders, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. **Fluent bi-lingual English/Spanish ability will be given consideration, but is not a requirement.**

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

None.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision. **Daily attendance is critical and essential.**

Job Title: Legal Clerk
Page 4

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee has daily direct contact with people who may exhibit hostile behaviors, such as profanity, verbal abuse, and angry outbursts. The environment is often hectic and stressful.

The noise level in the work environment is usually moderate.

**AMENDMENT #5 TO
AGREEMENT FOR PROVISION OF SERVICES
BY AND BETWEEN
CARELON BEHAVIORAL HEALTH, INC.
AND
CHELAN COUNTY**

This fifth amendment (“Amendment”) amends Agreement for Provision of Services (“Agreement”) entered into by and between Carelon Behavioral Health, Inc. (“Carelon”) and Chelan County (“Vendor”). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

WHEREAS, the Agreement permits amendments to the Agreement by Carelon and Vendor; and

WHEREAS, Carelon and Vendor desire to amend the Agreement to make certain changes to it.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows, effective **January 1, 2024**:

1. Exhibit A.A3 Scope of Work Chelan County Behavioral Health Mobile Co-Response Unit (BAU) is removed in its entirety and replaced with Exhibit A.A4 Scope of Work Chelan County Behavioral Health Mobile Co-Response Unit (BAU).
2. This Amendment shall be effective upon the date set forth by Carelon following signature by both Carelon and Vendor.
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect without modification.
4. Scope of work pursuant with contract terms between Carelon and Health Care Authority as dictated in contract amendment dated January 1, 2024.

CHELAN COUNTY

CARELON BEHAVIORAL HEALTH, INC.

By:

By:

Title:

Title

Date

Date

TIN: 91-6001297

Exhibit A.A5: Scope of Work
Chelan County Behavioral Health Mobile Co-Response Unit (BAU)

In addition to the obligations set forth elsewhere in this Agreement, Carelon and Vendor agree to comply with the following requirements outlined in this Scope of Work of Carelon's contract with the Washington Health Care Authority. In the event of any conflict between the provisions of the Agreement and this Scope of Work, the provisions of this Scope of Work control.

I. Program Overview.

- (1) Chelan County will expand its existing Behavioral Health Mobile Co-Response Unit (BHU) by adding one additional Mental Health Professional. This additional outreach behavioral health coordinator will facilitate law enforcement access to serve the residents of Chelan County. The mental health professional will be responsible for assisting individuals during a behavioral health crisis with direct referrals and coordination of care for available services and resources identified during outreach. The BHU will pro-actively respond to calls for individuals with a behavioral health concern as they occur and provide additional outreach support to individuals.
- (2) Additionally, the BHU will perform proactive outreach to individuals who are at risk or who have entered the criminal justice system with the goal of reducing recidivism as well as impacts upon the medical system (e.g., emergency room visits).
- (3) The Behavioral Health Mobile Co-Response Unit will emphasize outreach to rural communities in an effort to provide additional support to residents of Chelan County who experience barriers accessing care and services. Per the 2020 US Census Report, 14.5% of residents in Chelan County currently live in poverty, about 1.5 times higher than the state average and about 20% higher than the national average. Additionally, Chelan County by population, has a higher percentage, than the national average, of residents without health insurance under the age of 65 years old.

II. Program Requirements.

- (1) The goals and objectives of the Behavioral Health Mobile Co-Response Unit are as follows:
 - a. Respond to calls (referrals) for individuals in a behavior health crisis or at risk for crisis and refer to appropriate social services/treatment.
 - b. Respond to calls (referrals) for individuals with a behavioral health issue who are at risk of arrest or who have been arrested and refer them to the appropriate social services/treatment.
 - c. Proactively dispatch to any call where a behavioral health crisis is suspected.
 - d. Prioritize cases involving individuals who:
 - i. are a danger to the community or self
 - ii. pose a threat to officer safety
 - iii. are high utilizers of emergency services
 - iv. or have escalating behaviors.
 - e. Increase connection to services for unmet needs correlated with criminal justice system involvement

(e.g., shelter, food).

- f. Respond to calls for services when requested regardless of current location in an effort to reduce uniformed law enforcement officer time spent on behavioral health related calls.
- g. Relieve routine patrol response to get officers back into service as quickly as possible.
- h. Reduce the number of arrests and emergency department admissions.
- i. Identify treatment gaps in the county and promote new approaches to improve behavioral health and social services, in an effort to prevent future mental health events.

(2) Vendor will work to identify the best system to enter data to facilitate access by service providers.

III: Maximum Contract Amounts.

(1) Carelon shall have no obligation to pay for costs or claims in excess of the amounts listed below for the identified periods, unless this contract is amended pursuant to the terms of the Agreement.

a. Capital Purchases made using funds in this agreement are to be utilized explicitly for the funded program under which the purchase was made. Assets for this program will be used at the level of 90% specifically. De minimus use will be allowed. If the program funding is discontinued, the State of Washington can decide to re-purpose the assets for the benefit of this or other programs. Capital purchases may include technology and transportation and other costs associated with operations.

i. Capital purchases \$5,000 and over must receive prior approval from Carelon.

ii. When vehicle purchases are approved, a vehicle usage policy must be submitted to Carelon for approval.

1. The vehicle usage policy shall include maintenance of a Vehicle Usage Log to track, at a minimum, the following data: trip date, driver identification, passenger identification, destination and trip end time.

2. Vendor agrees, at its sole expense, to obtain and maintain the following vehicle insurance:

a. Comprehensive motor vehicle coverage subject to limits of at least \$1,000,000 for any one person, \$1,000,000 for any one accident for bodily injury, and \$1,000,000 for property damage, and uninsured motorist.

b. A Transportation Log shall be kept, separate from any Vehicle Usage Log, to track public transportation provided to Carelon eligible individuals funded under this agreement. When utilized, a copy of the Transportation Log shall be included with the monthly invoice.

i. The Transportation Log shall include a client ID, the date of purchase, the type of transportation purchased, the cost and the fund source.

(2) Definitions:

a. Payment Method:

- i. Capacity means the Vendor will submit monthly invoices to Carelon for the funding period total divided by the number of months in the funding period.
 - ii. Cost Reimbursement means the Vendor will submit monthly invoices to Carelon for the deliverable, performance measure, or actual costs to be reimbursed up to the contract maximum. At a minimum, invoices should include itemization of staff time (hourly rate x items charged), overhead, supplies, deliverables, etc.
 - iii. Staffing means the Vendor will submit monthly invoices to Carelon for the funding period total divided by the number of months in the funding period to obtain reimbursement for the funded staff. Invoices should not be submitted for vacant funded positions. If invoices are submitted for vacant funded positions they will not be paid. At a minimum, invoices should include the name and FTE for each position invoiced.
 - 1. With prior approval, funds may be used for recruiting costs to fill vacant funded positions.
 - b. Transportation Log means a log kept when public transportation such as bus passes, Uber, Lyft, or Taxis are provided to Carelon Eligible individuals funded under this agreement.
 - c. Vehicle Usage Log means a log that tracks the usage of vehicles purchased with Carelon funds.
- (3) The following table outlines the maximum amounts funded under this contract for the stated period. Unspent funds from the first 6-month period may be spent in the second 6-month period. Unspent funds do not carry over after June 30, 2024
- (4) Monitoring Vendor spending against the funds allocated in this Amendment is the responsibility of Vendor. Carelon supports this responsibility by providing Vendor with periodic Finance Memos that include payments made by Carelon to Vendor and any remaining funds available for that fiscal year
- (5) Vendor shall not use any awarded funding to provide or subcontract for direct services as defined by the Service Encounter Reporting Instruction (SERI) guide.
- (6) Invoices shall be submitted monthly within 20 calendar days of the end of the month being billed. **Invoices not received within these timeframes may be denied for payment.**

a. Invoices shall be submitted to the following email address, which is monitored multiple times each day:
BehavioralHealth_WAASO@carelon.com.

**Table 1.A5
Maximum Contract Amounts
July 1, 2023 – June 30, 2024**

Program or Service	Payment Method	Fund Source	Funding Period		
			July 2023 – Dec 2023	Jan 2024 – June 2024*	Total FY23/24
Co-Responder Program (1.0 MHP FTE)	Staffing	MHBG Co-Responder	\$34,091	\$34,091	\$68,182
		SABG Co-Responder	\$11,364	\$11,364	\$22,727
Grand Total					\$90,909

*** Contingent upon Carelon's receipt of signed HCA Amendment confirming funding for this period.**

IV. Compliance.

- (1) The Vendor shall maintain Policy and Procedures that demonstrate compliance with contractual requirements and provide us copies upon request.
- (2) Comply with all applicable state and federal laws, rules, and regulations related to services rendered to Eligible individuals, and applicable requirements of the Carelon and Washington State Health Care Authority Contract.
- (3) Comply with Carelon's Program Integrity requirements and HCA approved Program Integrity policies and procedures.
- (4) Implement procedures to screen employees, contractors, subcontractors, volunteers, and Board of Directors to ensure individuals are not excluded from participation in Federal programs. Screening will be completed upon hire and monthly thereafter.
- (5) Debarment and Suspension
 - a. The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3- year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - b. Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.
- (6) Certification Regarding Lobbying

- a. Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).
- b. The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
 - ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(7) Certification Regarding Environmental Tobacco Smoke

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities

where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
 - c. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- (8) For each publication that results from SAMHSA grant-supported activities, the Vendor must include an acknowledgment of grant support using one of the following statements:
- a. "This publication was made possible by Grant Number (MHBG 93.958 or SABG 93.959) from SAMHSA."
 - b. "The project described was supported by Grant Number (MHBG 93.958 or SABG 93.959) from SAMHSA."
 - c. Vendor also must include a disclaimer stating the following:
 - i. "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the SAMHSA."
- (9) Guard against Fraud, Waste and Abuse by creating a Compliance Plan that includes:
- a. Implementing written policies, procedures and standards of conduct, including whistleblower protection
 - b. Designating a Compliance Officer and Compliance Committee
 - c. Conducting effective ongoing training and education of employees and volunteers
 - d. Developing effective lines of communication
 - e. Enforcing standards through well-publicized disciplinary guidelines
 - f. Conducting internal monitoring and auditing
 - g. Responding promptly to detected offenses and developing corrective actions;
- (10) Participate in Carelon required or HCA sponsored Quality Improvement activities.
- (11) Keep records necessary to adequately document services provided in a manner consistent with state and federal laws and regulations.
- (12) Provide Carelon and/or Payors with timely access to records, information and data necessary for Carelon and/or Payors to meet their respective obligations under their Contract;
- (13) Submit all reports and clinical information required by Carelon and/or Payors that may be required by Contract(s) and to ensure the quality, appropriateness and timeliness of contracted services;

(14) Notify Carelon when a Washington State entity performs any audit related to the activities contained in this contract, and submit any report and corrective action plan related to the audit to Carelon.

V. Additional Provisions Required of the Washington State Health Care Authority (HCA).

- (1) Vendor shall not subcontract services identified in this contract without the express permission of Carelon Behavioral Health. Carelon will respond in a timely manner to subcontracting requests and clearly communicate feedback about potential subcontractor(s) and subcontract language. In the event subcontracting is approved, all requirements contained in this contract must be included in any subcontract.
- (2) The Vendor shall develop a statement of individual participants rights applicable to the service the Vendor is certified to provide. The statement of individual participant right shall guarantee that each individual has the following rights:
 - a. To be treated with respect and with due consideration for their dignity and privacy.
 - b. To be free to exercise their rights and to ensure that to do so does not adversely affect the way the Vendor treats the Individual.
- (3) Participate in training when requested by the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to staff.
- (4) Vendor shall investigate and disclose to Carelon and HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
- (5) Vendor shall require nondiscrimination in employment and Individual services.
- (6) Vendor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in RCW 43.43 and, WAC 246-341.
- (7) Vendor shall comply with Carelon's fraud and abuse policies and procedures.
- (8) Vendor shall not assign this Agreement without Carelon's written agreement.
- (9) Vendor shall accept payment from Carelon as payment in full and shall not request payment from HCA or any Eligible Individual for Covered Services performed under this Agreement.
- (10) Vendor agrees to hold harmless HCA and its employees, CMS and its employees, and all enrollees served under the terms of this Agreement in the event of non-payment by Carelon. Vendor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Vendor, its agents, officers, employees or contractors.
- (11) If, at any time, Carelon determines that Vendor is deficient in the performance of its obligations under the Agreement, Carelon may require Vendor to develop and submit a Corrective Action Plan (CAP) that is designed to correct such deficiency.
 - a. Carelon shall approve, disapprove, or require modifications to the corrective action plan based on its

reasonable judgment as to whether the corrective action plan will correct the deficiency.

- b. Vendor shall, upon approval of Carelon, immediately implement the corrective action plan, as approved or modified by Carelon.
- c. Vendor's failure to implement any corrective action plan may, in the sole discretion of Carelon, be considered breach of the Agreement, subject to any and all contractual remedies including termination of the Agreement with or without notice.

(12) If the Vendor is a **faith-based organization (FBO)**, it shall meet the requirements of 42 CFR Part 54 as follows:

- a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Vendors.
- b. The FBO shall facilitate a referral to an alternative Vendor within a reasonable time frame when requested by the recipient of services. The FBO shall report to the Contractor all referrals made to alternative Vendors.
- c. The FBO shall provide individuals served with a notice of their rights.
- d. The FBO provides individuals served with a summary of services that includes any inherently religious activities.
- e. Funds received from the FBO must be segregated in a manner consistent with federal regulation
- f. No funds may be expended for religious activities

(13) Performance Evaluation. Carelon shall:

- a. At its discretion, upon reasonable notice during normal business hours, perform periodic programmatic and financial reviews. These may include on-site inspections and audits by Carelon or its agents of the records of Vendor relating to the provision of contracted services.
- b. Provide reasonable notice to Vendor prior to any on-site visit to conduct an audit, and further notify Vendor of any records Carelon wishes to review.
- c. Review and evaluate Vendor for its successful performance of all contractual obligations and its compliance with the terms of the Agreement.
- d. Inform Vendor of the results of any performance evaluations and of any dissatisfaction with Vendor's performance, and reserve the right to demand a corrective action plan or to terminate the Agreement.

(14) Loss of Program Authorization

- a. Should any part of the work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which authority has been withdrawn, or which is the subject of a legislative repeal), Vendor must do no work on that part after the effective date of the loss of program authority. If Vendor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Vendor will not be paid for that work. If Vendor was

paid in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned. However, if Vendor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to Vendor, Vendor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

(15) If a Vendor receives FBG funds, an annual fiscal review will be conducted regardless of reimbursement methodology. The Vendor shall provide Carelon with requested documentation to comply with fiscal review requirements. Requested documents may include, but are not limited to, the following:

- a. An accounting of FBG expenditures by revenue source.
- b. Confirmation that no expenditures were made for items prohibited by this Contract.
- c. Confirmation that expenditures were made only for the purposes stated in this Contract, and for services that were actually provided.
- d. FBG funds cannot be used for the following:
 - i. Construction and/or renovation.
 - ii. Capital assets or the accumulation of operating reserve accounts.
 - iii. Equipment costs over \$5,000.
 - iv. Cash payments to Consumers
 - v. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.
 - vi. Promotional items, which include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

(16) Term & Termination

- a. In addition to and notwithstanding the provisions set forth in the Agreement:
 - i. This Agreement may be terminated by either party for any reason upon ninety (90) days written notice to the other party.
- b. Any Scope of Work may be suspended or terminated by Carelon immediately upon written notice if:

- i. Vendor is disqualified, terminated, suspended, debarred, or otherwise excluded from or ineligible for participation under the program or any other state or federal government-sponsored health program; or
- ii. The Agreement is terminated or not renewed.

VI. Mental Health Block Grant (MHBG): If MHBG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.958 for provision of services for the Block Grants for Community Mental Health (MHBG) program when funding is used. For the purposes of this contract, the Vendor is designated a subrecipient.
- (2) Vendor may use block grant funds to help Individuals satisfy cost-sharing requirements for MHBG-authorized mental health services. The Vendor must ensure that:
 - a. The Vendor is a recipient of block grant funds;
 - b. Cost-sharing is for a block grant authorized service;
 - c. Payments are in accordance with MHBG laws and regulations;
 - d. Cost-sharing payments are made directly to the Vendor of the service; and
 - e. A report is provided to Carelon upon request that identifies:
 - i. The number of Individuals provided cost-sharing assistance;
 - ii. The total dollars paid out for cost-sharing; and
 - iii. Vendors who received cost-sharing funds.
- (3) Deliver MHBG services as described in the regional MHBG Project Plan for the current fiscal year approved by Carelon and the Health Care Authority.
- (4) Provide MHBG services to promote recovery for an adult with a SMI and resiliency for SED children in accordance with federal and state requirements.
- (5) Ensure that MHBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use MHBG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) MHBG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.
- (7) Participate in annual peer review by individuals with expertise in the field of mental health treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136, MHBG Service Provisions).
- (8) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.
- (9) Participate in quarterly check-in meetings with Carelon to provide program updates and share successes/ barriers.

VII. Substance Abuse Block Grant (SABG): If SABG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.959 for provision of services for the Substance Abuse Prevention and Treatment Block Grant (SABG) program when funding is used. For the purposes of this contract, the Facility is designated a subrecipient.
- (2) Meet the needs of priority populations, in priority order below, as identified in the SABG or by HCA, including but not limited to:
 - a. Pregnant individuals injecting drugs.
 - b. Pregnant individuals with SUD.
 - c. Women with dependent children.
 - d. Individuals who are injecting drugs or substances.
 - e. The following additional priority populations, in no particular order:
 - i. Postpartum women (up to one year, regardless of pregnancy outcome).
 - ii. Patients transitioning from residential care to outpatient care.
 - iii. Youth.
 - iv. Offenders
- (3) The Vendor shall ensure that all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of a diverse population;
- (4) The Vendor shall initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under this Contract as identified in their needs assessment.
- (5) For SABG funded services, the Vendor shall ensure the following:
 - a. Within available resources, ensure that SABG services are not denied to any Eligible Individual

regardless of:

- i. The individual's drug(s) of choice.
 - ii. The fact that the individual is taking FDA approved medically-prescribed medications.
 - iii. The fact that the individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen
- b. Deliver SABG services as described in the regional SABG Project Plan for the current fiscal year approved by Carelon and the Health Care Authority.
 - c. Ensure that SABG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use SABG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) SABG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided
- (7) Participate in annual peer review by individuals with expertise in the field of drug abuse treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136).
- (8) Send a representative to the regional Behavioral Health Advisory Board (BHAB) meetings to report on program data and results.
- (9) Participate in quarterly check-in meetings with Carelon to provide program updates and share successes/barriers.
- (10) Vendor shall ensure compliance with tuberculosis screening, testing and referral, in accordance with (42 USC 300x-24(a) and 45 CFR 96.127), in the following manner:
 - a. Coordinating with other public entities to make tuberculosis services available to each Eligible Individual receiving SABG-funded SUD treatment.
 - b. The services will include tuberculosis counseling, testing, and providing for or referring infected with tuberculosis for appropriate medical evaluation and treatment.
 - c. In the case of an Eligible Individual in need of treatment service who is denied admission to the tuberculosis program on the basis of lack of capacity, the Vendor will refer the Eligible Individual to another Vendor of tuberculosis services.
 - d. Contract for case management activities to ensure the Eligible Individuals receive tuberculosis services.

VIII. Reporting Requirements.

- (1) Provision of required reports is a condition for payment.
- (2) Failure to meet reporting requirements may result in a Corrective Action Plan (CAP)
- (3) Unless there is an established SFTP site with Carelon, reports should be submitted to the following email address, which is monitored multiple times each day: BehavioralHealth_WAASO@carelon.com. The name of the report should be included in the email subject line.
- (4) If applicable, a copy of the transportation log shall be included with the monthly invoice.
- (5) If MHBG funding is received Vendor shall:
 - a. Using the template provided by Carelon, the Vendor shall submit a MHBG Monthly Service Report by the 20th of each month.
 - b. Using the template provided by Carelon, the Contractor shall submit an MHBG Annual Progress Report by July 1.
- (6) If SABG funding is received the Vendor shall:
 - a. Using the template provided by Carelon, the Vendor shall submit a SABG Monthly Service Report by the 20th of each month
 - b. On a quarterly basis, on the last day of the month following the close of the quarter, Vendor shall submit the SABG Capacity Management Form.
 - c. Using the template provided by Carelon, the Vendor shall submit an SABG Annual Progress Report by July 1.
- (7) Vendor will submit a co-responder quarterly report describing the aggregate number of Individuals served by the co-responder and a narrative describing successes and challenges. The quarterly report is due July 20 (April-June), October 20 (July-September), January 20 (October 31-December 31), and April 20 (January-March).
- (8) Vendor will report monthly metrics using the Co-Responder Report template provided by Beacon. Report due by the 20th of the following month.

Chelan County Clerk

**DATA ACCESS SUBSCRIPTION
CASUAL USE AGREEMENT**

FOR

**DISTRICT COURT
PUBLIC DOCUMENTS**

Commissioner

TABLE OF CONTENTS

<u>1.</u>	Purpose	1
<u>2.</u>	Definitions.....	1
<u>3.</u>	Grant of Subscription.....	1
<u>4.</u>	Term and Effective Date of Agreement	1
<u>5.</u>	Basic Transaction	1
<u>5.1</u>	Responsibilities of the Clerk.....	1
<u>5.2</u>	Responsibilities of the Subscriber	2
<u>6.</u>	Costs	3
<u>7.</u>	Restrictions on Use of Information Provided Under Agreement	3
<u>8.</u>	Resale/Distribution of Data.....	3
<u>9.</u>	Changes Relating to Information and Data.....	3
<u>10.</u>	Support/Assistance.....	4
<u>11.</u>	Disclaimer of Warranties	4
<u>12.</u>	General Terms and Conditions.....	4
<u>12.1</u>	Assignment.....	4
<u>12.2</u>	Entire Agreement.....	4
<u>12.3</u>	Governing Law.....	4
<u>12.4</u>	Non-Exclusivity	4
<u>12.5</u>	Notices.....	5
<u>12.6</u>	Severability	5
<u>12.7</u>	Termination.....	5
<u>12.8</u>	Termination Procedure	5
<u>12.9</u>	Waiver.....	5
<u>13.</u>	Signatures	6

This Agreement (the "Agreement") is entered into by and between the Chelan County Clerk, hereinafter referred to as the "Clerk" and Law Offices of Brian Chase, P.L.L.C. The Subscriber's address is 7 E Street S.E., Quincy, WA 98848. Email address: bchaselaw@nwi.net.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the Clerk and the Subscriber agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the Clerk agrees to allow electronic access to public documents, on a subscription basis.
2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:
 - 2.1 "Clerk" shall mean the Chelan County Clerk.
 - 2.2 "Court" shall mean the Chelan County District Court.
 - 2.3 "Subscriber" shall include all members, employees and agents of the Subscriber.
 - 2.4 "Data" shall include any computer readable copies of any public documents provided to the Subscriber.
 - 2.5 "Information" shall mean material provided by Clerk in any format, including reports.
 - 2.6 "Casual Subscription" means non-exclusive use of a web seat.
3. **GRANT OF SUBSCRIPTION:** The Clerk hereby grants a casual subscription to the Subscriber for the use of a Web Seat and the data contained therein.
4. **TERM AND EFFECTIVE DATE OF AGREEMENT:**
 - 4.1 The initial term of this contract is from the date of its execution by the Clerk until December 31, 2024. The term of this contract can be automatically renewed for one year by payment of the annual fee of \$200.00 as determined by the Chelan County Clerk. If Subscriber elects to have access to District Court cases within the same Superior Court contract, an additional one-year payment of \$100.00 is required.
 - 4.2 The Agreement may be terminated in accordance with the provisions of this agreement.
5. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the information will be provided.

5.1 RESPONSIBILITIES OF THE CLERK: The Clerk shall:

- 5.1.1. Provide Subscriber with access to a OnBase Web Seat © via the internet (the “Web”), and post new cases and other information filed with the Clerk. The Web will contain all open to the public documents filed.

5.2 RESPONSIBILITIES OF THE SUBSCRIBER: The Subscriber shall:

- 5.2.1. Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 5.2.2. Make payment to the Clerk pursuant to this Agreement.
- 5.2.3. Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the Clerk to the Subscriber are the confidential property of the Clerk, subject to the proprietary rights of the Clerk, and Subscriber agrees to hold such user identifiers and passwords, if any, in the strictest confidence. The Subscriber further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided by the Clerk that the Subscriber would exercise in the protection of the Subscriber's own confidential information or property and to not release or disclose passwords to any other party without the Clerk's prior consent.
- 5.2.4. Upon request by the Clerk, return or destroy any information and data provided by the Clerk in error, including but not limited to documents marked confidential or otherwise not subject to public disclosure.
- 5.2.5. Subscriber agrees that if, for any reason whatsoever, the Liberty system inadvertently contains any documents and/or information which is confidential under the provisions of GR 31 (Washington State, Rules of General Application), Court Orders or other applicable laws, Subscriber will maintain the confidentiality of such documents and/or information and not to provide or disseminate such information or documents to any other person, firm or corporation. Additionally, Subscriber agrees that any documents and/or information which are confidential under the provisions of GR 31, Court Orders or other applicable laws shall immediately be removed from the Subscriber's CD-ROM or other electronic or optical media.
- 5.2.6. Subscriber agrees, at the written direction of the Superior Court Clerk or District Court, to immediately delete from its computer

hard drive any and all documents and/or information which is determined, at the sole discretion of the District Court, to be confidential under the provisions of GR 31, Court Orders or other applicable laws.

5.2.7. Subscriber understands that the disclosure of documents and/or information within District Court Records that is confidential under the provisions of GR 31, Court Orders or other applicable laws, may subject the Subscriber to potential liability and/or legal proceedings.

5.2.8. Subscriber agrees if it or its Users becomes aware of documents and/or information on the Liberty System which is confidential under the provisions of GR 31, Court Orders or other applicable laws they will immediately notify the District Court.

6. COSTS: Subscriber shall make payment of \$200.00 to the Clerk within 30 days of receipt of an invoice from the Clerk. If Subscriber elects to have additional access to District Court cases within the same Superior Court contract, an additional one-year payment of \$100.00 is required.

7. RESTRICTIONS ON THE USE OF INFORMATION PROVIDED UNDER THIS AGREEMENT:

7.1 The information provided to the Subscriber under this Agreement is subject to the restrictions contained in this Agreement.

7.2 The Subscriber is responsible for ensuring that access is available only to authorized personnel.

7.3 To the extent that the data being accessed is covered by other laws, statutes, court rules and administrative rules and regulations which restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules and administrative rules and regulations shall apply to the data accessed under this Agreement.

7.4 Any exceptions, revisions or waivers to these limitations requested by the Subscriber must be approved in writing by the Clerk and received by the Subscriber prior to the requested use.

8. RESALE/DISTRIBUTION OF DATA: THE SUBSCRIBER SHALL NOT REPRODUCE, RE-SELL OR OTHERWISE DISTRIBUTE COPIES TO OTHER PARTIES UNLESS SUCH PARTIES ARE ENTITLED TO COPIES.

9. CHANGES RELATING TO INFORMATION AND DATA: The Clerk specifically reserves the right in its sole discretion, to make any changes it

deems appropriate relating to the information and data provided under this Agreement, at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information based on subsequent court order(s).

10. SUPPORT/ASSISTANCE: The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an AS IS basis and that the Clerk shall not be responsible for providing support or assistance of any nature to the Subscriber or to any third party on behalf of the Subscriber.

11. DISCLAIMER OF WARRANTIES: THE CLERK PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS CURRENT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE SUBSCRIBER AND/OR ITS CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA IS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH THE FILER OF THE INFORMATION REPOSING AT THE COURT OF RECORD.

12. GENERAL TERMS AND CONDITIONS:

12.1 ASSIGNMENT: Without the Clerk's prior consent, the Subscriber may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Subscriber under this Agreement; nor (iii) any claim arising under this Agreement.

12.2 ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.

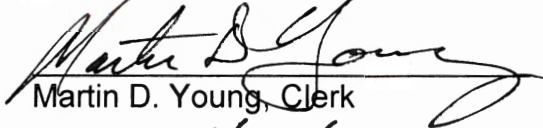
12.3 GOVERNING LAW: This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Chelan County, Washington.

12.4 NON-EXCLUSIVITY: This Agreement is non-exclusive. Nothing contained in this Agreement shall be construed to limit in any way the Clerk's right to enter a like or similar agreement or grant a like or similar agreement to any other entity or party on such terms as the Clerk may in its sole discretion deem appropriate.

- 12.5 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the Subscriber must be sent to Subscriber's address as set forth in this Agreement and mail to the Clerk must be sent to the Marty Young, Chelan County Clerk, 350 Orondo Ave Ste. 501, Wenatchee WA 98801, or to such other address as each party has notified the other in writing.
- 12.6 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 12.7 TERMINATION:**
- 12.7.1. General: This Agreement may be terminated by either the Clerk or the Subscriber upon ten (10) days written notice. Upon termination access fees shall be refunded based on the number of months remaining under this Agreement.
- 12.7.2. Termination For Nonpayment: The Clerk may immediately, without notice, terminate this Agreement for failure of the Subscriber to pay an invoice outstanding longer than 30 business days.
- 12.8 TERMINATION PROCEDURE:** After receipt of notice of termination for failure to pay an invoice timely, and unless otherwise directed by the Clerk, the Subscriber shall stop dissemination of any information and data provided by the Clerk under this Agreement on the date and to the extent specified in the notice.
- 12.9 WAIVER:** No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

13. SIGNATURES: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

CHELAN COUNTY CLERK


Martin D. Young, Clerk

DATE: 4/23/2024

SUBSCRIBER


Brian Chase

DATE: 04/18/24

BOARD OF CHELAN COUNTY COMMISSIONERS

CHAIRMAN

DATE: _____

**CONTRACT FOR THE
PROVISION OF LEGAL SERVICES
(Conflicts)**

January 1, 2024 – December 31, 2025

TABLE OF CONTENTS

I.	DEFINITIONS AND NATURE OF WORK	1
A.	DEFINITIONS	1
II.	TERMS AND CONDITIONS OF CONTRACT.....	3
A.	COMPENSATION.....	3
B.	DUTIES AND RESPONSIBILITIES OF CONTRACTOR.....	4
C.	TYPES OF CASES AND CASELOAD LIMITS	4
1.	<i>Pre-charging stage (where applicable):</i>	5
2.	<i>Post-charging phase (where applicable):</i>	5
3.	<i>Post-trial phase (where applicable):</i>	5
D.	EXPERT WITNESSES AND INTERPRETERS	6
E.	ADMINISTRATIVE COSTS.....	6
F.	INVESTIGATORS	6
G.	SUPPORT SERVICES.....	7
H.	REPORTS OF ATTORNEY ACTIVITY	7
I.	TRAINING	7
J.	SUPERVISION.....	8
K.	MONITORING AND EVALUATION OF ATTORNEYS	8
L.	SUBSTITUTION OF COUNSEL	8
M.	PRIVATE PRACTICE OF CONTRACTOR	8
N.	QUALIFICATIONS OF ATTORNEYS	9
O.	DISPOSITION OF CLIENT COMPLAINTS	9
P.	TERMINATION OF DEFENDER SERVICES AND REMOVAL OF ATTORNEY.....	10
Q.	NONDISCRIMINATION.....	10
R.	CONFLICTS OF INTEREST.....	10
S.	WARRANTY OF AUTHORITY	11
T.	PENDING CASES	11
U.	DUTY TO COOPERATE	11
III.	PROFESSIONAL CONDUCT.....	13
A.	EXERCISE OF PROFESSIONAL JUDGMENT.....	13
B.	ATTORNEY-CLIENT PRIVILEGE.....	13
IV.	GENERAL TERMS AND CONDITIONS.....	14
A.	TERM.....	14
C.	HOLD HARMLESS AND INDEMNIFICATION.....	14
D.	PROFESSIONAL LIABILITY INSURANCE.....	14
F.	INTEGRATED DOCUMENT	15
G.	WHEN RIGHTS AND REMEDIES ARE NOT WAIVED	15
H.	SEVERABILITY OF PROVISIONS	15
I.	DISPUTES – ARBITRATION.....	15
J.	MODIFICATIONS	16
K.	ASSIGNABILITY	16
L.	GOVERNING LAW	17

**CONTRACT FOR THE PROVISION
LEGAL SERVICES
(CONFLICTS)**

RECITALS:

WHEREAS, Chelan County (“the County”) is a municipal corporation of the State of Washington; and

WHEREAS, Law Office of Hans Slette, PLLC, (“the Contractor”) is a law firm which employs Staff Attorneys described below, all of whom are licensed to practice law in the State of Washington; and

WHEREAS, the Courts have mandated that counties provide for the delivery of public defense services; and

WHEREAS, the above-named parties are desirous of entering into a contractual agreement for the provision of legal defense services to indigent criminal defendants and on other matters where court appointed attorneys in Chelan County Superior, District and Juvenile Courts are required; and

WHEREAS, the Contractor and Staff Attorneys have demonstrated the ability to meet accepted professional standards and the qualifications set forth in Chelan County Resolution No. 2012-126.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties contract and agree as follows:

I. DEFINITIONS AND NATURE OF WORK

The following provisions are controlling in this Contract, notwithstanding any other provision to the contrary:

A. DEFINITIONS

1. “Case” - a “case” commences upon direct appointment by a judge of a court with jurisdiction.

In proceedings wherein representation is provided for herein and subject to the Contractor’s duty with respect to Superior Court appeals, termination of representation shall occur upon the entry of a final order by the person or tribunal hearing the proceedings, or upon perfecting an appeal if one is to be filed.

Upon such termination, representation by Contractor shall cease.

2. “Client” means any person Contractor is appointed to represent in the respective court in which the person has been charged, or where a person is statutorily or otherwise entitled to legal counsel. This term also refers to persons who are being held in custody on probable cause to believe that the person has committed a crime in Chelan County, is a “material witness,” or who is being held in custody pursuant to a warrant from Chelan County or from another county. Persons held in custody without charges and who have not been appointed defense counsel will cease to be a client when released from custody or when they are charged with a crime or with being a fugitive, unless referred to Contractor as described above. The term also may refer to persons who are unrepresented by other counsel regarding specific criminal matters occurring in Chelan County. Such persons cease to be a client after such information or legal counsel has been provided, unless appointed to Contractor as described above.
3. “Contractor” means (enter law firm here).
4. “County” means Chelan County, Washington.
5. “Indigent Person” means any person unable to afford to hire or retain legal counsel as determined by a court of competent jurisdiction, applying current case law, regulations, statutes, and/or applicable Court Rules.
6. “Court” means Chelan County Superior Court, Juvenile Court, and District Court.
7. “Staff Attorney” means the attorneys who presently are employed by Contractor, and such other attorneys who subsequently are employed by Contractor and approved by the Court to provide legal representation in accordance with this Contract, The attorneys presently employed by Contractor are identified in attached Exhibit “B”. All attorneys hired after execution of this agreement, and who Contractor intends to have provide representation of this Agreement, shall be identified to the County prior to such representation:
8. “Standards of Indigent Defense” means those standards and guidelines of the Washington State Bar Association’s Standards for Indigent Defense Services (Revised September 1, 2021), as adopted and amended Washington State Supreme Court Order 25700 –A- 1004, and any amendments to those standards.

B. NATURE OF WORK

During the period of this Contract, Contractor shall provide, on an as-needed and as-assigned basis, legal representation to indigent criminal defendants, suspects and/or materials witnesses in Chelan County in Superior, District or Juvenile Courts, who have been found by a Chelan County in Superior, District or Juvenile Court to be indigent and qualify for court-appointed representation. Representation will be assigned to Contractor when Counsel for

Defense of Chelan County cannot provide representation because of a conflict of interest. Subject to the foregoing, it is the intent of the parties that Contractor provides legal services when requested in situations, civil and/or criminal, that a Court appoints a conflict attorney to represent an individual or individuals; provided, however, Contractor may decline assignment of representation in specific Courts and/or specific areas of criminal defense practice. Contractor may also decline assignment of representation of specific clients if Contractor cannot provide legal representation which meets the standards set forth in this Contract.

Contractor understands and acknowledges that the County is simultaneously entering into similar contracts with other attorneys and law firms for conflict representation.

Contractor understands and acknowledges that the County is under no obligation to assign any cases to Contractor.

II. TERMS AND CONDITIONS OF CONTRACT

A. COMPENSATION

1. Hourly Compensation.

Compensation under this Contract is intended to reflect the training and experience of the attorneys assigned. The compensation is intended to reflect the time and labor required to be spent by the attorneys and the degree of professional experience demanded by the case. Contractor compensation shall be computed by multiplying the applicable hourly rate shown on Exhibit "A" by the number of hours (in increments of one-tenth) actually and necessarily performed by Contractor or Staff Attorneys in representing clients in accordance with this Contract.

2. Billing.

Contractor shall maintain accurate and contemporaneous records of time spent by Contractor and each Staff Attorney on cases assigned to Contractor under this Contract.

Within the week following the last day of each month, Contractor shall submit to County an itemized billing statement, which shall describe legal services performed by Contractor and time spent performing the individual identified services by each Staff Attorney.

Contractor shall not be compensated for administrative time spent by Contractor, including without limitation, time in preparing and reviewing billing records and billing statements.

3. Costs.

Contractor shall be responsible for paying all costs of its operation from the above remuneration as set forth herein. Payment warrants will be delivered to Contractor by County for services rendered pursuant to this Contract.

B. DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

Defense services shall be provided to all Clients in a professional and skilled manner, consistent with minimum standards set forth by Chelan County Resolution No. 2012-126, the Rules of Professional Conduct, the Standards for Indigent Defense and case law and applicable court rules defining the duties of attorneys and the rights of defendants and suspects in criminal cases. Contractor's primary and most fundamental responsibility is to promote and protect the best interests of the Client.

In the event any provision of this Contract is not in compliance with or is inconsistent with the Standards of Indigent Defense, as amended, then this Contract shall be amended such that it will at all times be in compliance with the Standards of Indigent Defense.

Contractor shall provide a sufficient number of properly qualified and licensed Staff Attorneys to satisfactorily discharge duties and responsibilities herein, pursuant to applicable case law, court rules, rules of professional conduct, and Standards of Indigent Defense.

Contractor shall ensure that all Staff Attorneys are aware of his/her obligations and the obligations of Contractor under this Contract.

Hans Slette, at hans@slettelaw.com, shall be the person to contact should any question arise under the Contract or concerning representation.

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall also be provided to the County quarterly, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

C. TYPES OF CASES AND CASELOAD LIMITS

Contractor and Staff Attorneys shall be required to represent indigents who are statutorily or otherwise entitled to legal counsel including suspects and defendants in all phases of the criminal justice system, to include, but not limited to:

1. Pre-charging stage (where applicable):
 - a. Custodial interrogation and line-up proceedings;

- b. Advising suspects of their statutory and constitutional rights;
 - c. Representing witnesses at Grand Jury or Special Inquiry Judge Proceedings;
 - d. Plea bargain negotiations;
 - e. Preliminary hearings;
 - f. Material witnesses;
 - g. Preliminary appearances;
 - h. Advising all other persons who have been arrested and want to exercise their *Miranda* right to speak with counsel (24 hours “on call”).
2. Post-charging phase (where applicable):
- a. Preliminary hearings;
 - b. Arraignments;
 - c. Pre-trial hearings;
 - d. Declination hearings;
 - e. Plea-bargain negotiations;
 - f. Trials; and
 - g. Sentencing.
3. Post-trial phase (where applicable):
- a. Post-trial motions;
 - b. Probation violation hearings, including without limitation, revocation and modification hearings;
 - c. Post-trial hearings;
 - d. Preparation and filing of all pleadings necessary to perfect an appeal from Superior Court to the Court of Appeals or to the Washington State Supreme Court and representation of appellant until appointment of counsel is determined;
 - e. Reference Hearings; and

In addition, Contractor may be appointed to represent indigent persons who are entitled to court-appointed counsel in civil proceedings (except sexual predator proceedings under RCW 71.09) as required by statutes, regulations and/or ordinances and as otherwise required by controlling case law or statutes, or as amended.

The Contract may also include representation for review proceedings, show-cause hearings, or other similar matters, if such proceeding is filed during the term of the Contract, regardless of whether the underlying action occurred prior to the Contract term, provided the appointment is made by a court with jurisdiction. Contractor may be appointed to handle declination cases from Juvenile Court.

Contractor is to communicate with Clients incarcerated in a timely manner. This means Contractor should communicate with the Client within 24 hours of the time the appointment is made known to Contractor when possible, but not less than 48 from the appointment except in

extraordinary individual circumstances which make it not possible for Contractor to do so. The Contractor should send a representative to see the Client if the contractor is unable to do so within 24 hours of notification of the appointments.

The caseload of Contractor and those employed by Contractor shall allow each attorney to give each client the time and effort necessary to ensure effective representation. The Contractor should not accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation.

The caseload of each attorney employed by Contractor shall be limited pursuant to Sections Three and Four of the Standards for Indigent Defense.

D. EXPERT WITNESSES AND INTERPRETERS

Expert witnesses and interpreters should be used when deemed appropriate by Contractor. Expenses for expert witnesses, in-court interpreters, and other related services necessary for the adequate preparation and presentation of the defense case shall be paid with County funds outside of this Contract; provided, however, Contractor first shall obtain from the applicable court in advance an ex parte order authorizing the expenditure of the funds on the terms and conditions required by the Court.

Contractor shall make arrangements for interpreters and translators needed for communication with Clients in all other circumstances not involving presentation in court of the defense case. Contractor shall make best efforts to use court certified interpreters and translators when possible, and shall take advantage of on-line interpretation services when feasible. County shall pay all reasonable expenses for such out-of-court interpreters and translators. Billing for interpreters and translators shall be submitted to County along with the Contractor's monthly billing statements.

E. ADMINISTRATIVE COSTS

Contractor shall be responsible for paying all administrative expenses of its office or firm. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of Contractor's law practice.

Contractor shall provide the ordinary clerical services necessary for adequate representation of its Clients. Contractor shall maintain at least one paid employee and an office and telephone for the purposes of administering the day-to-day affairs of the duties of the Staff Attorneys providing services under this Contract.

F. INVESTIGATORS

Contractor shall be responsible for the costs of investigators.

G. SUPPORT SERVICES

Contractor shall have an adequate number of investigators, secretaries, word processing staff, paralegals, social work staff, mental health professionals and other support services staff, including computer system staff and network administrators, to allow for effective representation of their clients. The Standards for Indigent Defense, Standard Seven, shall serve as the as the guideline for employment of support staff.

Contractor shall have the power and duty to:

1. Hire all staff personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records, and provide payments of all social security taxes, payment of unemployment compensation; worker compensation and industrial insurance taxes (where applicable); and fringe benefits;
3. Supervise and maintain the quality of staff and provide internal evaluation sessions as necessary;
4. Suspend or remove personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the execution of this Contract.

H. REPORTS OF ATTORNEY ACTIVITY

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall provide written reports monthly to the County, which will include the number of cases assigned to each Staff Attorney and the name of attorney assigned to the case.

Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall be provided to the County, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

I. TRAINING

Contractor shall provide for the training, supervision, monitoring, and evaluation of its attorneys providing services under this Contract.

Staff Attorneys shall participate in regular training programs on criminal defense law, including a minimum of five (5) hours of continuing legal education (CLE) per year for attorneys whose practice consists of less than 50% public defense services and seven (7) CLE hours per

year for attorneys whose practice consists of greater than 50% public defense services annually in areas relating to their public defense practice. CLE report forms should be furnished to Contractor by Staff Attorneys prior to January 31st of each calendar year.

Staff Attorneys in dependency practices should attend training programs in that area.

Every Staff Attorney providing counsel to the indigent accused should take the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other materials.

In-house training for new attorneys, legal interns and paralegals shall take place as needed. Contractor should develop manuals to inform new attorneys and staff of any rules and procedures particular to the courts within Chelan County.

J. SUPERVISION

Contractor shall accept and assign only such cases to a Staff Attorney as that attorney is qualified by training and experience to handle and qualified under the Standards for Indigent Defense. When appropriate, Contractor shall provide supervisors qualified to handle Class A felonies to provide supervision to attorneys consistent with the guidelines set forth in the Standards for Indigent Defense.

K. MONITORING AND EVALUATION OF ATTORNEYS

Contractor shall establish a procedure for systematic monitoring and evaluation of attorney performance based upon publicized criteria. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in court observations and periodic conferences.

Performance evaluations made by the supervising attorney should be supplemented by comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

L. SUBSTITUTION OF COUNSEL

Contractor may not subcontract with firms and/or attorneys to provide representation under this Contract and shall remain directly involved in the provision of representation to Clients.

M. PRIVATE PRACTICE OF CONTRACTOR

The County recognizes that Contractor and Staff Attorneys maintain private law practices. Contractor and Staff Attorneys shall not accept assignment of representation to represent specific indigent persons under this Contract if, for any reason, including without limitation, time demands of Contractor/Staff Attorneys' private law practice, vacation, illness,

etc., Contractor and/or Staff Attorney are unable to provide effective and quality representation to said Client or otherwise comply with the standards contained in this Contract.

Attorneys may provide legal services on a fee basis to persons who are not court appointed Clients of Contractor so long as it does not interfere with the efficient performance of the Contractor's duties and does not conflict with the duties of Contractor under this Contract.

Neither Contractor nor Staff Attorneys may be retained by or accept remuneration of any kind from a Client on a specific case in which a court of competent jurisdiction has appointed the Contractor to represent the Client. PROVIDED: the aforementioned attorneys may be retained in situations wherein the appointing court withdraws said appointment, based on new and/or additional financial information.

N. QUALIFICATIONS OF ATTORNEYS

All attorneys providing services under this Contract shall meet the qualification standards established by the Standards for Indigent Defense, Standard Fourteen. Contractor shall on an annual basis provide names and experience levels of all attorneys who will be providing services under this Contract.

It is understood at the making of this Contract that Staff Attorneys are not qualified under the terms of the present Chelan County Resolution No. 2012-126, the Standards for Indigent Defense, and other applicable authority, to provide representation in a death penalty felony case. In the event of a felony case in which the death penalty has been or may be decreed, then the County, in accordance with SPRC 2, will take the necessary steps to provide for a "death penalty qualified" attorney to serve as the "lead" attorney. In the event that the County is required to retain the services of a "death penalty qualified" attorney, Contractor may be asked provide all necessary support services, including without limitation, a "second chair" attorney to provide support to the "lead" chair.

O. DISPOSITION OF CLIENT COMPLAINTS

The following procedure shall be utilized for responding to Client complaints: Complaints should first be directed to the Staff Attorney providing representation. The Contractor shall also have a person designated to hear and resolve, if possible, client complaints (the "Complaint Manager") that are not resolved by the Staff Attorney. The Staff Attorney shall inform the Complaint Manager of any Client complaints and shall advise the client of their right to discuss the complaint with the Complaint Manager. If the Client feels that he or she has not received an adequate response from the Staff Attorney, the Complaint Manager should evaluate the legitimacy of the complaint and, if possible, resolve the complaint. The Client should be informed as to the disposition of his or her complaint within one week. The Client should be also be advised that if the Client feels dissatisfied with the evaluation and response received from the Complaint Manager, they can report their complaint to the Chelan County Administrator for further review and resolution, and can also submit a complaint to the Washington State Bar Association.

P. TERMINATION OF DEFENDER SERVICES AND REMOVAL OF ATTORNEY

This contract may be terminated at any time by the either Contractor or the County on Sixty (60) days written notice. In addition, the County may terminate any representation undertaken under this Contract for just cause. "Just cause" shall include, without limitation, the failure of an attorney to render adequate representation to Clients; the willful disregard of the rights and best interests of the Client; and/or the willful disregard of the standards herein addressed; and/or Contractor's failure to comply with the terms and conditions of this Contract.

Just cause should be established by final judgment of an arbitrator appointed pursuant to Section IV I of this Contract, or by a court with jurisdiction.

The termination of the employment of any Staff Attorney, or the removal of an attorney from representation of a Client, is solely within the authority of Contractor.

The representation in an individual case establishes an inviolable attorney-client relationship. Removal of counsel from representation therefore should ordinarily not occur over the objection of both the attorney and the Client.

Q. NONDISCRIMINATION

Contractor shall not discriminate against any employee, Staff Attorney or any applicant for employment because of race, color, sexual orientation, handicap, age, religion, sex, or national origin.

No person in the United States shall, on the ground of race, color, sexual orientation, handicap, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to unlawful discrimination through any activity made possible by or resulting from this Contract. Contractor shall comply with all requirements imposed by or pursuant to Civil Rights Act of 1964, and subsequent State and Federal enactments.

R. CONFLICTS OF INTEREST

1. Financial Interests.

No officer, employee, or agent of the County shall have any personal and/or financial interest, direct or indirect, in this Contract. Contractor shall take appropriate steps to assure compliance with this requirement.

2. Attorneys – Reservation Regarding Representation.

Contractor, on behalf of itself and all Staff Attorneys, reserves the right to decline to advise or represent any indigent or otherwise eligible person on the basis of actual or potential legal, ethical, or professional conflict of interest and with the consent of the Court may withdraw from representing any particular person for

good cause shown. In such event, Contractor shall immediately inform the appropriate Court in writing and/or “on the record” of such declination and the specific reason therefore, and will request that appointment of other County approved conflict counsel for such person.

Should any question arise, a court of competent jurisdiction shall determine the existence or non-existence of a professional, ethical conflict, in accordance with the applicable court rules, statutes and Washington case law and the terms of this Contract.

S. WARRANTY OF AUTHORITY

Contractor warrants that it has the authority to enter into and execute this Contract, and will defend any disciplinary or judicial proceedings brought against Contractor or the County, challenging same as an unauthorized practice of law, or questioning its right and authority to execute this Contract. Contractor acknowledges that this Contract is made pursuant to and in express reliance upon this warranty.

T. PENDING CASES

Contractor shall continue representation on all cases resulting from appointments made by the applicable court(s) during the period of the former Contract in accordance with the terms and conditions of this Contract.

Upon the expiration or sooner termination of this Contract, Contractor, if requested to do so by County, shall complete representation of all clients who have been appointed representation by the applicable court during the period in which this Contract is in effect if representation can be completed within thirty (30) days from the date of expiration or sooner termination of this Contract. In such event, Contractor shall be paid during said thirty (30) day period the hourly rates then in effect under this Contract.

In the event a change of venue is granted to a person for whom the attorney is to provide representation pursuant to this Contract, the Contractor shall continue to represent such person in that other court at the hourly rate then in effect under this Contract.

U. DUTY TO COOPERATE

Contractor shall cooperate with the County and applicable courts in the execution of this Contract; shall cooperate with the County in seeking and implementing cost-saving alternatives to the execution of this Contract, and in developing methods to reduce the cost of appointing legal counsel to represent indigents; shall immediately notify the Prosecuting Attorney, and the Staff Attorney of appointments made pursuant to this Contract; and shall accept and represent all cases and Clients officially appointed by the appropriate court, unless withdrawal from such representation is allowed in accordance with provision stated herein.

III. PROFESSIONAL CONDUCT

A. EXERCISE OF PROFESSIONAL JUDGMENT

Contractor shall execute this Contract independent of any governmental control, except as provided in this Contract. Staff Attorneys employed by Contractor shall represent Clients, preserve Client confidences, and discharge their duties hereunder in accordance with the Rules of Professional Conduct pertaining to attorneys licensed to practice law in the State of Washington, applicable Court rules, in accordance with standards applied to private attorneys defending paying Clients and the statutes, standards and qualifications set forth in Chelan County Resolution No. 2001-17 and the Standards for Indigent Defense.

Nothing in this Contract shall be construed to impair or inhibit the exercise of independent professional judgment by Contractor or any of its Staff Attorneys with respect to any Client wherein an attorney-client privilege has been established pursuant to the terms of this Contract.

B. ATTORNEY-CLIENT PRIVILEGE

Nothing in the Contract shall require or permit, without consent of the Client concerned, access to or disclosure of:

1. Any confidential communication made by a Client to Contractor or any Staff Attorney or any such confidential communications made to agents or employees of Contractor or Staff Attorneys;
2. The advice given by Contractor or any of its Staff Attorneys to a Client;
3. The mental impressions, legal research, or legal theories and strategies of Contractor or any of its Staff Attorneys in preparation and presentation of legal proceedings undertaken pursuant to this Contract; or
4. Any other statements and materials privileged from disclosure in a court of law.

C. STAFF ATTORNEY - JUDGE

Contractor shall not accept assignment of a case if the Client has an active case pending in a court in which the Contractor or a Staff Attorney of Contractor sits as a judge or court commissioner. This prohibition includes not only defendants who are pending disposition in said court, but also defendants who are still on active probation. It will be the duty of the Contractor to screen the clients assigned to it to ensure that Contractor and Staff Attorneys are in full compliance with this section.

IV. GENERAL TERMS AND CONDITIONS

A. TERM

This Contract is to take effect January 1, 2024, and is to continue in full force until December 31, 2025.

B. RECORDS RETENTION

Records of all matters covered by this Contract shall be maintained by Contractor in accordance with requirements prescribed by the State Public Records Act, County regulations and applicable courts. Except as otherwise authorized by County, such records shall be maintained for a period of not less than three (3) years after closure of each case or termination of this Contract, whichever is later. In no event is Contractor required by this Contract to keep records over five (5) years. The County will provide Contractor with one (1) copy of all reports, etc., for client's files, at no expense to Contractor. At expiration or termination of the Contract, Contractor shall deliver to whomever designated by County all Client files on pending matters upon receipt of written consent from the Client.

C. HOLD HARMLESS AND INDEMNIFICATION

With respect to the obligation and activities carried out under this Contract, Contractor agrees to indemnify, or to defend and hold the County, its elected and appointed officers, employees and agents harmless, at the County's option, from and against any loss, expense, attorney's fees, other costs, liability or claims arising wholly or partially out of any error or omission, negligence or intentional tort on the part of Contractor, Staff Attorneys or any employee, official, or agent of Contractor, whether direct or indirect, in the performance of this Contract, other than those actions on the part of the officials, employees or agents of the County.

In the event any suit or legal proceeding shall be brought against the County or any of its officers or employees, at any time, on account of or by reason of any act, action, neglect, omission, or default of Contractor and/or anyone acting for, on behalf of, or at the direction of Contractor, Contractor hereby covenants and agrees to assume the defense thereof and to defend the same at Contractor's own expense and to pay any and all cost, charges, attorney fees and other expenses and any and all judgments that may be incurred by or obtained against the County or any of its officers, employees, or agents in such suits or other proceedings.

D. PROFESSIONAL LIABILITY INSURANCE

During the term of this Contract, and for liability originating from this Contract, Contractor and all Staff Attorneys and other persons acting for and on behalf of the Contractor shall maintain professional liability insurance coverage, including without limitation, errors and omissions, negligence, intentional torts, and punitive damages. The aforementioned insurance shall be obtained from any insurance company authorized to do business in the State of Washington and shall have liability limits of no less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Within thirty (30) days of

signature of the last party signing this Contract, and annually thereafter during the term of this Contract, Contractor shall submit evidence that such insurance is in full force and effect. Contractor's coverage of liability for events accruing during this Contract shall extend after the Contract is terminated by its terms or order of court with jurisdiction. Said insurance company shall be required to give the County written notice within seventy-two (72) hours if the policy is canceled or otherwise terminated for any reason, including without limitation, non-payment of premium.

F. INTEGRATED DOCUMENT

This Contract embodies the entirety of the agreement between the County and Contractor, its terms and conditions and supersedes any and all other agreements, contracts and understandings, written or oral. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Contract shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Contract. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the County.

G. WHEN RIGHTS AND REMEDIES ARE NOT WAIVED

In no event shall any payment by the County or acceptance of payment by Contractor constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach or default.

No failure of the County or Contractor to insist on the strictest performance of any term of this Contract shall constitute a waiver of any such term or an abandonment of this Contract.

H. SEVERABILITY OF PROVISIONS

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction, arbitrator or other reviewing body with jurisdiction, to be void, invalid, or unenforceable, the remainder of the Contract shall not be affected thereby and remain in full force and effect, if such remainder would then continue to conform to the terms and requirements of applicable law, and shall in no way be affected, impaired or invalidated thereby.

I. DISPUTES – ARBITRATION

Disputes or claims arising under this Contract between the County and Contractor shall initially be resolved by consultation between Contractor and the Chelan County Board of Commissioners. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the proposal shall be submitted to binding arbitration using an arbitrator agreed to by County and the Contractor. In the event that the County and the Contractor cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Chelan

County Superior Court. Any arbitration shall be governed by the rules and procedures of the Washington Arbitration Act, RCW 7.04A.

J. MODIFICATIONS

Nothing contained in this Contract shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise.

Any agreement, contract, understanding, or modification made between the parties subsequent to this Contract must be executed with identical formality as this Contract, otherwise the same shall not be enforceable.

K. ASSIGNABILITY

Contractor may not subcontract with other law firms or attorneys for the provision of any services undertaken through this Contract, nor assign its rights or obligations under this Contract.

L. GOVERNING LAW

This Contract shall be governed by the laws of the State of Washington. Should this Contract be subject to scrutiny by a court of law, arbitrator or other reviewing body with jurisdiction, it shall be interpreted as if drafted by both of the parties herein.

“COUNTY”

**BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON**

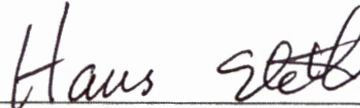
KEVIN OVERBAY

TIFFANY GERING

SHON SMITH

“CONTRACTOR”

Law Office of Hans Slette, F



By Hans Slette
Its Owner

Approved as to form:



ROBERT R. SIDERIUS
Attorney for Chelan County Commissioners

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Shon Smith, Kevin Overbay and Tiffany Gering are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Commissioners of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20__.

(signature)

(printed or typed name)

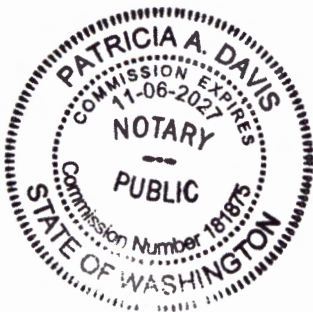
NOTARY PUBLIC, State of Washington

My Commission Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Hans Slette is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the owner for Law Office of Hans Slette, PLLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of April, 2024.



(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires 11/06/2027

EXHIBIT "A"

**Public Defender
Conflict Case Fee Schedule**

Attorneys that have responded to the Request for Qualifications by submitting an application and have been qualified by the District and Superior Court Judges shall receive the following compensation for the type of case assigned.

Superior Court Cases	\$110 hr in 2024, \$120 in 2025
District Court Cases	\$110 hr in 2024, \$120 in 2025
Juvenile Court Cases	\$110 hr in 2024, \$120 in 2025
Dependencies	\$110 hr in 2024, \$120 in 2025

Bills should be submitted to the Chelan County Commissioners' Office for Payment. In order to receive this compensation, the attorney must have their liability insurance certificate on file with Chelan County.

Billing Address: Chelan County Commissioners Office
400 Douglas Street, Suite 201
Wenatchee WA 98801

OR

Email to: Nicole Thompson, Budget Director
NicoleC.Thompson@co.chelan.wa.us

EXHIBIT "B"

Attorneys Providing Services under this Agreement

Please list all attorneys in your firm providing services under this agreement.

NOTE: Only those attorneys that have individually applied and been qualified by the Chelan County Superior and District Courts may provide services under this contract.

Hans Slette, WSBA# 26704

BOCC Agenda
April 29, 2024

11:30 P.M. Economic Services Director

Ron Cridlebaugh

Discussion

1. C6 Presentation
2. Garden Terrace Request
3. Amendment #3 to agreement (K3662) with Department of State of Washington
Agriculture Fairs Program
4. Departmental update

Action

1. Garden Terrace Request
2. Amendment #3 to agreement (K3662) with Department of State of Washington
Agriculture Fairs Program

STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE
FAIRS PROGRAM

AMENDMENT 3 TO AGREEMENT K3662

The Washington State Department of Agriculture (WSDA) Agreement K3662 by and between WSDA and Chelan County is amended under the provisions of the Amendments clause and by mutual consent of all parties. Agreement K3662, executed December 21, 2021, awarded \$180,000 to install a heating and air conditioning system.

Subsequently, Chelan County notified WSDA that another extension on the project completion date would be necessary due to weather delays and supply chain issues.

The GRANT END DATE and the PROJECT COMPLETION DATE are amended as follows [in bold]:

7. Grant End Date – **May 31,2024.**

9. Project Must Be Completed By – **May 31, 2024.**

STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE

CHELAN COUNTY

Hannah Mosley-Gonzales
Administrative Regulations Manager

Kevin Overbay
Chelan County Commissioner

Date

Date

Chelan County Natural Resource Department
BOCC Agenda
April 29, 2024

Discussion

1. Agreement with Heather Dappen Design for Icicle Creek Water Smart Gardens Program
2. Recommendation to award Eagle Creek Culvert Replacement Project Schedule A to Strider Construction Co.
3. Equipment purchase exceeding \$10,000: Drone and radiometric thermal camera
4. Applicant authorization for WA Recreation and Conservation Office for Washington Wildlife and Recreation Program Projects: 24-1796D Bear Mountain Trailhead Development and 24-1949A Malaga Waterfront Park Acquisition Phase 2
5. Workshop: Upper Wenatchee Pilot Project Forest Resilience Bond
6. Other

Action

1. Agreement with Heather Dappen Design for Icicle Creek Water Smart Gardens Program
2. Recommendation to award Eagle Creek Culvert Replacement Project Schedule A to Strider Construction Co.
3. Equipment purchase exceeding \$10,000: Drone and radiometric thermal camera
4. Applicant authorization for WA Recreation and Conservation Office for Washington Wildlife and Recreation Program Projects: 24-1796D Bear Mountain Trailhead Development and 24-1949A Malaga Waterfront Park Acquisition Phase 2



CONTRACT AGREEMENT BY AND BETWEEN HEATHER DAPPEN DESIGN AND CHELAN COUNTY NATURAL RESOURCE DEPARTMENT

Client: *Abby Hendrickson, Chelan County Natural Resource Department*

Third-Party Beneficiary: *Washington State Department of Ecology*

Project Name: *Icicle Creek Water Smart Gardens Program*

Project Initiation Date: *4/2/2024*

Freelance Graphic Designer: *Heather Dappen*

The effective date of this Agreement is April 2, 2024 and is made by and between HEATHER DAPPEN, a Washington State Sole Proprietor, and CHELAN COUNTY NATURAL RESOURCE DEPARTMENT (CCNRD).

HEATHER DAPPEN and CCNRD agree as follows:

1. WORK AND DELIVERY SCHEDULE

1.1 HEATHER DAPPEN will consult on certain services for CCNRD on a Time and Materials basis (“SERVICES”). These services may include, but are not limited to infographic design, sign design, mailer design, and materials selection and printing.

1.2 Schedule: Scheduling is based on the client’s needs, and the project’s scope. May 7th, 2024 is an ideal deadline for an initial handout for the community engagement event. These estimates will be based on a continuous work schedule. If there are delays in the delivery of content, materials or feedback by CCNRD, the delivery date may change.

2. PAYMENT

2.1 HEATHER DAPPEN shall submit invoices to CCNRD for payment. Funding will come through the Washington State Department of Ecology (ECOLOGY). Each invoice submitted shall identify the specific contract task(s) or sub-task(s) for payment. HEATHER DAPPEN will be paid forty-seven dollars and seventy-two cents per hour (\$47.72/hr) for the WORK. HEATHER DAPPEN will not assume the risk for incurring the costs for a definable work product: HEATHER DAPPEN’S fee will be based on cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: task at hand, the direct labor hours by job classification, and the hourly rate.

2.2 The total amount of reimbursable costs to be paid HEATHER DAPPEN under this contract for program administration shall not exceed four thousand and five hundred dollars (\$4,500.00). HEATHER DAPPEN may not incur any costs in excess of this amount (except at her own risk) without the approval of the CCNRD. HEATHER DAPPEN will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

- 2.3 Payment for finished work is due upon acceptance, net 30 days. CCNRD shall pay all invoices within 30 days of receipt of a properly completed invoice including compliance with all required public works and prevailing wage processes. A 1% monthly service charge will be billed against late payment.
- 2.4 CCNRD will be responsible for paying the individual vendors directly to obtain the merchandise, and any prints. HEATHER DAPPEN will not be responsible for incurring these costs.
- 2.5 All records and accounts pertaining to this Contract are to be kept available for inspection for a period of three (3) years after final payment.
- 2.6 Insufficient Funds. If at any time there are insufficient funds from ECOLOGY or funding from the state, federal, or other sources are withdrawn, reduced, or limited in any way, then CCNRD agrees to pay the remaining balance.

3. PREVAILING WAGE

This Agreement is not subject to prevailing wages according to RCW 39.12.020.

4. TERM OF AGREEMENT

This Agreement will remain in effect until March 31, 2025.

5. FORCE MAJURE

Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failure result from causes beyond reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

6. NO AGENCY OR EMPLOYMENT

HEATHER DAPPEN, in furnishing services to CCNRD, is providing services as an independent contractor. In no way is HEATHER DAPPEN to be construed as the employee or agent or acting as the employee or agent of CCNRD in any respect, all other provisions of this Agreement notwithstanding.

7. EXPRESS THIRD-PARTY BENEFICIARIES

The parties hereby agree that ECOLOGY is intended to express third party beneficiaries of all of the provisions of this Agreement and shall have the right, exercisable in their discretion, to enforce the terms and conditions of this Agreement against the parties, as applicable, or prevent the breach thereof, or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of this Agreement.

8. NO WAIVER

No delay or omission by either party to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

9. NONDISCRIMINATION

During the performance of this Agreement, HEATHER DAPPEN shall comply with, abide by and adhere to all federal and state nondiscrimination laws (including RCW Chapter 49.60 et seq.), regulations and policies applicable to HEATHER DAPPEN. This includes, but is not limited to: equal employment opportunity, nondiscrimination assurances, project record keeping necessary to evidence compliance, and retention of all such records.

10. ENTIRE AGREEMENT

This agreement and the attachments herein constitute the entire agreement between the parties. There are no understandings or agreements relative hereto other than those that are expressed herein, and no change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

11. LIMITATION OF LIABILITY

The cumulative liability of HEATHER DAPPEN to CCNRD for all claims whatsoever related to this agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to HEATHER DAPPEN by CCNRD. This limitation of liability is intended to apply to all claims of CCNRD without regard to which other provisions of the Agreement have been breached or have proven ineffective.

12. CONSEQUENTIAL AND SPECIAL DAMAGES

In no event shall HEATHER DAPPEN be liable for any loss of profits; any incidental, special exemplary, or consequential damages; or any claims or demands brought against CCNRD, even if HEATHER DAPPEN has been advised of the possibility of such claims or demands. This limitation on damages and claims is intended to apply to all claims of CCNRD without regard to which other provisions of this agreement have been breached or have proven ineffective.

13. COPYRIGHTED MATERIAL AND/OR REGISTERED TRADEMARKS

CCNRD asserts and warrants that it has full right, license and authorization for the reproduction and publication of the materials furnished to HEATHER DAPPEN in the creation of this presentation. CCNRD further agrees to indemnify and hold harmless HEATHER DAPPEN from any and all liability, loss, damages, costs and expenses (including but not limited to attorney's fees) which they may incur or be required to pay by reason of any use of any copyrighted, registered or protected materials.

ECOLOGY will retain rights to any data or documents created or developed because of or under the contract. Ecology will retain a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents. Ecology retains the right to authorize others to use the data or documents for federal, state, or local government purposes.

14. MARKETING AND PUBLIC RELATIONS

HEATHER DAPPEN reserves the right to publicize her work in marketing and public relations materials, including but not limited to print and online project treatments, press releases, and reciprocal links and meta tags on the client project. Such materials will at all times be prepared with respect for the CCNRD brand.

15. MUTUAL NON-DISCLOSURE

Neither party shall disclose shared information or data that has been identified or declared as confidential and/or proprietary outside of their organization without the prior written permission of the other party. Such confidential and/or proprietary information shall include, but not be limited to proposals, estimates, scope documents, technical specifications, code, diagrams and business plans.

16. RESERVATION OF RIGHTS

All rights not expressly granted above are retained by HEATHER DAPPEN, including any electronic rights or usage unless specified above and including, but not limited to, all rights in sketches, comps, or other preliminary materials. Any grant of rights is conditional upon receipt of full payment. Upon receipt of full payment, HEATHER DAPPEN shall deliver digital files necessary to enable CCNRD's usage rights granted herein. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. HEATHER DAPPEN retains the rights to display all work created by HEATHER DAPPEN for this project, including preliminary materials and final art, in HEATHER DAPPEN's portfolios, including in print and online, and to submit such work to design periodicals and competitions.

17. CLIENT APPROVAL

CCNRD will be notified and must approve any and all materials prior to project finalization and submission. Furthermore, CCNRD will have permission to accept the work and request revisions if needed (see section 18).

18. REVISIONS

CCNRD agrees to pay HEATHER DAPPEN an additional fee, to be negotiated separately, for changes requested to final art where CCNRD asked HEATHER DAPPEN to proceed directly to final art. No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description. CCNRD agrees to offer HEATHER DAPPEN the first opportunity to make any changes to final artwork.

19. ALTERATIONS

Any electronic alteration of artwork or graphic design comprising HEATHER DAPPEN’s work products (color shift, mirroring, flopping, combination cut and paste, deletion, distorting) is prohibited without the express permission of HEATHER DAPPEN. HEATHER DAPPEN will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

20. TERMINATION CLAUSE

Either Party may terminate this agreement effective one month after receipt of written notice to Respondent. Any outstanding balances will become due upon receipt of termination notice.

Cancellation (“kill”) fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed.

AGREEMENT

By signing below, the Parties agree they have read, understood, and will comply with the terms listed in this freelance graphic design contract.

HEATHER DAPPEN DESIGN

CHELAN COUNTY

By: 

By:

Name: Heather Dappen

Name: _____

Title: Freelance Graphic Designer

Title: _____

Date: 4/18/2024

Date: _____

**Chelan County
Natural Resource Department
Monday, April 29, 2024**

**To: Chelan County Commissioners
Wenatchee, Washington**

From: Hannah Pygott, Senior Natural Resource Specialist

RE: Eagle Creek Culvert Replacement Project

Recommendation to Award (Action Item)

Commissioners:

On Monday, April 15, 2024 the Chelan County Commissioners received Bid Proposals from one (1) Contractor for the referenced Project. Bid Proposal were publicly opened and read aloud at 11:00 AM. There were three bid schedules for this project; Base Bid (Schedule A), Additive 1 (Schedule B) and Additive 2 (Schedule C) with award structure contingent on available funding. Strider Construction Co Inc., of Bellingham WA was the apparent low bidder for all three Bid Schedules with a Base Bid of \$804,556.00 (excluding w.s.s.t.). Following review of Strider Construction's Bid Proposal and accompanying documents, all items were found to be satisfactory.

Based on the foregoing, recommendation is as follows:

Recommendation

It is recommended that the Chelan County Board of Commissioners award only the Base Bid (Schedule A) for the "Eagle Creek Culvert Replacement Project" to Strider Construction Co. Inc in the amount of \$ 804,556.00 (excluding w.s.s.t.), and authorize the issuance of "Notice of Award" dated: Monday, April 29, 2024.

Following issuance of the referenced "Notice of Award", the Contractor shall have ten (10) calendar days to submit all pre-contract documentation noted as follows:

1. Acknowledgement of Receipt of "Notice of Award".
2. Contractor fully executed Agreement.
3. One fully executed Performance Bond.
4. One fully executed Payment Bond.
5. Insurance documentation as required by the Contract Documents.

Upon receipt of the forgoing documents, said documents will be reviewed by staff for completeness and by the Prosecuting Attorney for insurance and bonding validity. Following satisfactory reviews, the Agreement will be presented to the Board of Commissioners with recommendation to execute, and a request for authorization to Issue a "Notice to Proceed".

Respectfully Submitted,



Hannah Pygott, Senior Natural Resource Specialist

**Chelan County
Natural Resource Department
April 16, 2024**

To: Chelan County Commissioners, Wenatchee, WA

From: Matt Holland, Natural Resource Specialist

RE: Equipment Purchase exceeding \$10,000

Approval to Purchase

(Action Item)

Chelan County Natural Resources is seeking approval to purchase a USA made thermal enabled mapping drone, specifically the Skydio X10 with a VT300-L radiometric thermal camera. This equipment is intended to identify river temperature anomalies during summer low flows and monitor the effectiveness of restoration projects.

This drone will allow staff to create georeferenced maps with high resolution imagery and thermal data of the landscape. This equipment will be used to inventory cold water sources to local waterways, monitor effectiveness of restoration projects, and create high resolution survey maps to aid in monitoring of project effectiveness as well as aiding in engineering design efforts.

Capabilities of drones vary widely between vendors, and drones with thermal mapping capabilities are limited. One major consideration in deciding to make this purchase was the introduction of the "American Security Drone Act" in fall of 2023 by congress. This bill bans the sale of Chinese manufactured drones for federal purchases and use cases, claiming security concerns. Despite the non-sensitive nature of Natural Resource Department work, much of our drone work takes place on Forest Service lands and funds are provided from the Bureau of Reclamation. Furthermore, additional proposed legislation threatens ban all uses of Chinese manufactured drones, which are typically the most affordable/capable units on the market. For these reasons, CCNRD explored the limited market of USA made drones, and found the Skydio X10 to be the only viable option, in terms or price point and capabilities, for producing accurate thermal maps required for these grants.

CCNRD staff researched and requested quotes from several vendors looking at a variety of models. Staff suggests the most advanced technology provided for the lowest price of \$20,398.75 for the Skydio X10, manufactured by Skydio, inc, a USA made product. Although other models such as the Parrot ANAFI Gov Edition were competitive on price, that instrument lacks the accuracy, geolocation abilities, and product insurance policy that is included in the price of the Skydio instrument. Other companies with products that maintain similar capabilities yield significantly higher prices, upwards of 30-40k. Complete quotes are attached in the document below.

Respectfully submitted,



Matt Holland



Skydio, Inc.
 3000 Clearview Way
 San Mateo, CA 94402
 United States
 (855) 463-5902
 orderadmin@skydio.com

Order Form

Order Form #: Q-21164
Created Date: 4/15/2024
Expiration Date: 5/15/2024
Prepared By: Andrew Warren
Prepared By Email: andrew.warren@skydio.com

Customer Information

Customer: Chelan County NRD

Billing Information

Chelan County NRD
 411 Washington Street, Suite 201
 Wenatchee, Washington 98801 United States

Billing Contact (for Invoices)

Matt Holland
 matt.holland@co.chelan.wa.us
 5096790085

Shipping Information

Chelan County NRD
 411 Washington Street, Suite 201
 Wenatchee, Washington 98801 United States

Shipping Contact

Matt Holland
 matt.holland@co.chelan.wa.us
 5096790085

Order Contact

Matt Holland
 matt.holland@co.chelan.wa.us
 5096790085

A La Carte

Hardware + Perpetual Software

Product Code	Product Name	Quantity	Terms (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4ESKT2VLG0000NA	Skydio X10 Starter Kit (2.4/5 GHz with Cellular, Visible Light) NA + VT300-L	1.00		\$15,934.40	\$15,934.40	\$15,934.40
DR4ATTRTK	Skydio RTK/PPK for X10	1.00		\$920.00	\$920.00	\$920.00
Hardware + Perpetual Software Subtotal:						\$16,854.40

Services

Product Code	Product Name	Quantity	Terms (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4ACAD000NA	Skydio Academy Online - All Access	1.00	12	\$300.00	\$300.00	\$300.00
CEGIMVTG300L1YRNA	Skydio Care for VT300-L Sensor Package, 1-year	1.00		\$1,099.00	\$1,099.00	\$1,099.00
CEDR45G1YRNA	Skydio Care for X10 with Cellular 5G, 1-year	1.00		\$2,099.00	\$2,099.00	\$2,099.00
Services Subtotal:						\$3,498.00

Totals

Total Fees	\$20,352.40
Estimated Shipping	\$46.35
Grand Total	\$20,398.75

BILLING



Matt Holland
Chelan County Natural Resource
411 Washington Street
Ste 201
Wenatchee, WA 98801

SHIPPING

Matt Holland
Chelan County Natural Resource
411 Washington Street
Ste 201
Wenatchee, WA 98801

QUOTE #D4342

Date Issued: 04/09/2024
Shipping: Free Shipping

ITEM / DESCRIPTION	QTY	UNIT PRICE	TOTAL
 Inspired Flight IF800 TOMCAT Blue Herelink Medium-Lift Quadcopter - IF800 Blue Herelink EO/IR Bundle (Gremsy VIO EO/IR Payload) IF-800TC-EO	× 1	\$39,900.00	\$39,900.00
 Inspired Flight IF800 Battery Kit IF-800-BK	× 1	\$3,250.00	\$3,250.00
Subtotal			\$43,150.00
Shipping			\$0.00
Sales Tax			\$3,797.20
TOTAL			\$46,947.20



Visit us online at advexure.com

THANK YOU FOR CHOOSING ADVEXURE

BILLING



Matt Holland
Chelan County Natural Resource
411 Washington Street
Ste 201
Wenatchee, WA 98801

SHIPPING

Matt Holland
Chelan County Natural Resource
411 Washington Street
Ste 201
Wenatchee, WA 98801

QUOTE #D4341

Date Issued: 04/09/2024
Shipping: Free Shipping

ITEM / DESCRIPTION	QTY	UNIT PRICE	TOTAL
 Parrot ANAFI USA Gov Edition PAR-AUSAGOV	× 1	\$14,000.00	\$14,000.00
 CDC Parrot ANAFI USA PRCS Elite Rapid Charger Case CDC-PEAUSA	× 1	\$995.00	\$995.00
Subtotal			\$14,995.00
Shipping			\$0.00
Sales Tax			\$1,319.57
TOTAL			\$16,314.57



Visit us online at advexure.com

THANK YOU FOR CHOOSING ADVEXURE



Investment Proposal (Quote)

RDO Equipment Co.
 PO Box 2445
 Pasco WA, 99302

Phone: (509) 547-0541 - Fax: (509) 547-7635

Proposal for:
 CHELAN COUNTY
 210 EASY ST
 WENATCHEE, WA, 98801
 CHELAN

Investment Proposal Date: 4/10/2024
 Pricing Valid Until: 4/24/2024
 Deal Number: 1763911
 Customer Account#: 6514035
 Account Manager UAV: Joshua Deluna
 Phone: (509) 547-0541
 Fax:
 Email: jdeluna@rdoequipment.com

Comments

Micasense RedEdge-P Payload (GEN II)
 Professional multispectral and panchromatic
 sensor for Environmental studies, research
 and agriculture.

Includes:

- Micasense RedEdge-P camera
- Camera Mount
- Top cover
- Calibration panel
- CF Express Card

<https://wingtra.com/mapping-drone-wingtraone/drone-sensors/micasense-rededge-p/>

WingtraOne Package Empty GEN II

WingtraOne GEN II base package

1x Wingtra UAV, ready to fly (the "WingtraOne GEN II")

1x Tablet TabActive 3 including ground control software WingtraPilot (for mission planning & inflight monitoring), telemetry module (2.4 Ghz)

1x Charging station

2x Sets of batteries

1x Hard Case

1x Carrying case for accessories including basic spare parts (1x spare propeller, 1x anemometer)

WingtraHub access

PPK Premium: Activation license for multi payload (incl. Sony RGB61, Sony RX1)

PPK activation license for WingtraOne GEN II with all payloads.

Includes multi-payload activation for Sony RGB61, Sony RX1, Sony a6100 (Nadir and Oblique), Micasense RedEdge-P.

Activates a built-in multi-frequency (L1-L2 included) PPK GNSS receiver, which ensures best-in-class image geotag correction after the flight.

ONLY COMPATIBLE WITH WINGTRAONE GEN II PAYLOADS.

WingtraPilot license for Blue sUAS drones: 1 year software license (GEN II 2022)

Full Blue sUAS support including

- telemetry encryption
- operations in air gapped mode

ONLY COMPATIBLE WITH WINGTRAONE GEN II (2022) with ID>2630.

-Valid for one calendar year from the date of license activation, including support and updates.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Make / Model Additional Items	Cash Price
1	5208 Z049033	0	GEN2 EMPTY WING	\$20,890.00
			Inside Parts PPK Premium	\$6,000.00
			Inside Parts BLUE License 1yr	\$4,900.00
1	25003000-0F535642 Z061192	0	Attachment - MICASENSE REDEGE-P PAYLOAD KIT (GEN II)	\$10,900.00
Equipment Subtotal:				\$42,690.00

Purchase Order Totals

Balance:	\$42,690.00
WA STATE TAX:	\$2,774.85
WA COUNTY TAX:	\$0.00
WA CITY TAX:	\$981.87
Sales Tax Total:	\$3,756.72
Sub Total:	\$46,446.72
Cash with Order:	\$0.00
Balance Due:	\$46,446.72

Equipment Options

Qty	Serial Number	Make / Model	Description
1	5208	GEN2 EMPTY WING	None
1	25003000-0F535642	MICASENSE REDEDGE-P PAYLOAD KIT (GEN II)	None

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Matt Holland
First Marshal
Chelan County PUD
411 Washington Street
Suite 201
Wenatchee, WA 98801 USA

EMAIL: matt.holland@co.chelan.wa.us

PHONE: (509) 667-6567

FROM: Karlea Jones
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Karlea.Jones@carahsoft.com

PHONE: (571) 662-3098

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 44548159
QUOTE DATE: 04/12/2024
QUOTE EXPIRES: 05/12/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$20,352.40
SHIPPING AMOUNT: \$46.35
\$1,509.54
TOTAL QUOTE: \$21,908.29

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	DR4ESKT2VLG0000NA	Skydio X10 Starter Kit (2.4/5 GHz with Cellular, Visible Light) NA + VT300-L Skydio - DR4ESKT2VLG0000NA	\$15,934.40	OM 1	\$15,934.40
2	DR4ATTRTK	Skydio RTK/PPK for X10 Skydio - DR4ATTRTK	\$920.00	OM 1	\$920.00
3	CEDR45G1YRNA	Skydio Care for X10 with Cellular 5G, 1-year Skydio - CEDR45G1YRNA	\$2,099.00	OM 1	\$2,099.00
4	DR4ACAD000NA	Skydio Academy Online - All Access Terms (Months): 12 Skydio - DR4ACAD000NA	\$300.00	OM 1	\$300.00
5	CEGIMVTG300L1YRNA	Skydio Care for VT300-L Sensor Package, 1-year Skydio - CEGIMVTG300L1YRNA	\$1,099.00	OM 1	\$1,099.00
SUBTOTAL:					\$20,352.40
TOTAL PRICE:					\$20,352.40
SHIPPING AMOUNT:					\$46.35
					\$1,509.54
TOTAL QUOTE:					\$21,908.29



Applicant Resolution/Authorization

Organization Name (sponsor) Chelan County Natural Resources Department

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1796D Bear Mtn; 24-1949A Malaga Waterfront Park Acq 2

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Chelan County Natural Resources Department
Project contact (day-to-day administering of the grant and communicating with the RCO)	Mike Kaputa
RCO Grant Agreement (Agreement)	24-1796D; 24-1949A
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	24-1796D Bear Mountain Trailhead Development: Trailhead will be developed on Chelan-Douglas Land Trust property subject to mutually agreeable interlocal agreement. Legal documents include AFN 2548607 Deed, AFN 2548775 Restrictive covenant, AFN 2559661 BLA. 24-1949A Malaga Waterfront Park Acquisition Phase 2: Notice of Grant

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Staller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

April 30, 2024

9:30 A.M. PUBLIC WORKS AGENDA
Public Works Director/County Engineer Eric Pierson

PUBLIC HEARING: Franchise Agreement with Computer 5 dba Local Tel Communications

DISCUSSION ITEMS:

1. Contract with N.A. Degerstrom, Inc. for Bridge Deck and Joint Rehabilitation Project, County Road Project No. 747 (CRP 747)
2. Commissioners Notice of Hearing – Road Vacation Known as North Shore Drive for by the Living Trust of William Edward Cattin and Rita Kay Cattin
3. Commissioners Notice of Hearing – Franchise Agreement with Brennen Balcom
4. Local Agency Agreement for Bridge Deck and Joint Rehabilitation Bundle Project, County Road Project 747 (CRP 747)
5. Construction Stormwater General Permit – Notice of Termination (West Cashmere Bridge Improvement Project)
6. Construction Stormwater General Permit – Notice of Termination (Goodwin Road Improvement Project)
7. Mountain Home Road PUD Power Conduit Installation
8. Event Permit – Tour de Bloom
9. Open Item

ACTION ITEMS:

1. Approve Contract with N.A. Degerstrom, Inc. for Bridge Deck and Joint Rehabilitation Project, County Road Project No. 747 (CRP 747)
2. Approve Commissioners Notice of Hearing – Road Vacation Known as North Shore Drive for by the Living Trust of William Edward Cattin and Rita Kay Cattin
3. Approve Commissioners Notice of Hearing – Franchise Agreement with Brennen Balcom
4. Local Agency Agreement for Bridge Deck and Joint Rehabilitation Bundle Project, County Road Project 747 (CRP 747)
5. Construction Stormwater General Permit – Notice of Termination Signature (West Cashmere Bridge Improvement Project)
6. Construction Stormwater General Permit – Notice of Termination Signature (Goodwin Road Improvement Project)

10:00 A.M. Flood Control Zone District
District Administrator Eric Pierson

CONTRACT

THIS CONTRACT is entered into between Chelan County, Washington, (the "Contracting Agency"), whose address is 316 Washington Street, Suite 402, Wenatchee, WA 98801, and N.A. Degerstrom, Inc. whose address is 3303 N. Sullivan Rd, Spokane Valley, WA 99216 hereinafter the "Contractor".

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. **Description of the Work.** The Contractor shall do all work and furnish all tools, materials, and equipment for the improvement of the Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line removal and installation, temporary barrier, project temporary traffic control and other work, all in accordance with the attached contract plans, these contract provisions, and the standard specifications, and addenda thereto.
2. **Standard specifications.** Except as expressly provided in the project contract provisions and plans incorporated herein, the 2024 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation (the "Standard Specifications"), is adopted and incorporated into this Contract by this reference. All work shall be in accordance with the Standard Specifications and as described in the plans, specifications and addenda hereby incorporated by this reference as though fully set forth.
3. **Scope of the Work.** The County hereby employs the Contractor to provide all labor, materials and equipment to do and complete the above-described work according to the Standard Specifications, attached plans, specifications and addenda and the terms and conditions herein contained. The Contractor shall provide and bear the expense of all work and labor, material and equipment of any kind whatsoever that may be required for constructing and completing the work provided for in this Contract and every part thereof, except such as are expressly furnished by the County according to the plans, specifications and addenda. The Contractor does hereby agree to fully and completely perform all the terms, conditions and promises contained in this Contract, the plans, specifications and addenda and the Standard Specifications, as well as all other requirements of federal and state law and regulations pertaining to the work to be performed.
4. **Payment.** The County agrees to pay for the Work according to the Standard Specifications and at such time, in such manner and upon such conditions as provided for in the Standard Specifications.
5. **Alterations to Work; Additional Work.** The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this Contract that may be ordered in writing and to pay for the same under the terms of this Contract and the Standard Specifications.

6. **Venue.** Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington.

7. **Complete Contract.** This Contract contains all terms and conditions agreed upon by the parties. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this Contract and the Board of County Commissioners has caused this Contract be executed by, and in the name of Chelan County, Washington

Dated this 11th day of April, 2024.

CONTRACTOR:

N.A. Degerstrom, Inc.

By: M. Rosselet

Michele Rosselet
(Print Name)

Chief Financial Officer
Title

3303 N. Sullivan Road
Address

Spokane Valley, WA 99216
City State Zip

Dated at Wenatchee, Washington this _____ day of _____, 2024.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Date: _____

APPROVED AS TO FORM

ROBERT W. SEALBY
Chelan County Prosecuting Attorney

Date: _____

APPROVED:

ERIC P. PIERSON, P.E.
Director/County Engineer

Date: _____

PAYMENT AND PERFORMANCE BOND

Bond No. 67S203101

KNOW ALL PERSONS BY THESE PRESENTS:

That N.A. Degerstrom, Inc. of Spokane Valley, Washington,
as Principal, and Liberty Mutual Insurance Company as Surety,
are jointly and severally held and bound unto Chelan County, Washington, in the full penal sum
of:

Two Million Fifty-Seven Thousand Seven Hundred Forty and No/100
(\$ 2,057,740.00).

We jointly and severally bind ourselves, our heirs, successors and assigns, by these presents.

WHEREAS, on the 11th day of April, 2024, the Principal executed a certain contract with Chelan County, Washington, by the terms, conditions and provisions of which, the Principal, agrees to furnish all labor, material, and equipment for certain public work, to wit:

The Principal will undertake and complete the following project:

The Chelan County Road Project No. 747 (CRP 747) provides for the improvement of the Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line removal and installation, temporary barrier, project temporary traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, and addenda thereto.

All according to the 2024 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and the plans, specifications and addenda thereto

A copy of the executed contract and all specifications plans and addenda are incorporated herein by this reference as though fully set forth herein.

NOW, THEREFORE, the conditions of this bond are such that, if the Principal shall fully and completely:

- 1) comply with and perform all the terms, conditions, and promises of the contract;
- 2) furnish all labor, materials and equipment necessary to perform all work under the contract, and do so within the time required under the contract;
- 3) indemnify, defend and hold Chelan County harmless against any and all direct or indirect claims for damages to persons or property caused by or arising from the

acts or omissions of the Contractor or any of the Contractor's employees, agents or subcontractors;

- 4) pay all persons and entities furnishing labor, materials and/or equipment for performance of any work under the contract, whether furnished directly or indirectly to the Contractor;
- 5) perform the contract according to law, and
- 6) continue to diligently and continuously perform all the foregoing conditions until final acceptance of the work by Chelan County;

THEN AND ONLY THEN, this obligation shall be null, void and fully discharged.

WITNESS our hands this 11th day of April, 2024.

N.A. Degerstrom, Inc.

Type or Print: Principal's Name:

M. Rossetti

Signature: Principal or Authorized Officer - CFO, Michele Rossetti

Liberty Mutual Insurance Company

Type or Print: Surety's Name

Wm Dinneen

Signature: Surety or Authorized Officer-Agent, Wm Dinneen

Sydney Schmidt

Signature: Attorney in Fact, Surety, Sydney Schmidt

Wm Dinneen, HUB International Northwest LLC
Licensed (Resident) Agent or Surety Company

HUB International Northwest LLC
835 N. Post Street, Suite 203
Spokane, WA 99201

Name and Address, Local Office of Agent



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211004 - 985770

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Larson, Daniel J. Stowe, Erin L. Repp, H. Keith McNally, Ryan J. Pugh, Shelby Groth, Sydney Schmidt, Travis Long, Wm Dinneen

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of April, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF INSURANCE

This is to certify that the ALASKA NATIONAL INSURANCE CO.
Insurance Company

of 7001 Jewel Lake Road, Anchorage AK 99502
City State Zip

has issued policies of insurance, as described below and identified by policy number, to the insured named below and to certify that such policies are in full force and effect at this time. Chelan County, Washington has been named as an additional named insured on all such policies. It is agreed that none of these policies may be canceled or reduced in coverage without thirty (30) days prior written notice, served by certified mail, return receipt requested, and received by Chelan County, Board of County Commissioners, 400 Douglas Street, Wenatchee, Washington.

1. Insured: N. A. DEGERSTROM INC.
2. Address: ~~3303 N Sullivan Rd~~
Spokane Valley Wa 99216
3. Status of Insured: Corporation Partnership _____
Individual _____ Joint Venture _____
4. Location of Operations Insured: CORPORATE OFFICE SPOKANE
5. Description of Operations Insured: CONTRACTOR
AS RESPECTS COUNTY ROAD PROJECT NO. 747 BRIDGE DECK & JOINT REHABILITATION
FEDERAL AID NO. BHS-Z904(006), CONTRACT NO. TA-7593

INSURANCE POLICIES IN FORCE

Indicate Form of Coverage, Policy Number and Policy Expiration Date (if applicable)

Commercial General Liability

23FPS09101 GENERAL LIABILITY 6/30/23 TO 24

Automobile Liability

13FAS09101 AUTO LIABILITY 6/30/23 TO 24

Railroad Protective Liability

NO COVERAGE

Policies include coverage for:	<u>YES</u>	<u>NO</u>
Damage caused by blasting, collapse or structural injury or damage to underground utilities?	<u>X</u>	<u> </u>
Liability assumed in construction agreements and other types of contracts or the insured operations?	<u>X</u>	<u> </u>
All owned, hired or non-owned automotive equipment used in connection with the insured operations?	<u>X</u>	<u> </u>


LIMITS OF LIABILITY

Form of Coverage

Commercial General Liability	Each Occurrence \$ <u>1,000,000</u>	General Aggregate \$ <u>2,000,000</u>
	Products & Completed Operations Aggregate \$ <u>2,000,000</u>	
	Personal & Advertising Injury Each Offence \$ <u>1,000,000</u>	
	Stop/ Gap Employers' Liability Each Accident \$ <u>1,000,000</u>	
Automobile Liability	Combined Single Limit Each Accident \$ <u>1,000,000</u>	
Railroad Protective Liability	Per Occurrence \$ <u>NO COVERAGE</u>	Per Aggregate \$ <u>NO COVERAGE</u>

Date: 04/15/2024

Issued: 04/15/2024

ALASKA NATIONAL INSURANCE CO.
 Insurance Company

 WM G DINNEEN
 Authorized Representative Signature

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

COMMISSIONERS' NOTICE OF HEARING

STATE OF WASHINGTON
COUNTY OF CHELAN

IN THE MATTER OF THE PETITION of the Living Trust of William Edward Cattin and Rita Kay Cattin et al. For the vacation of a County Road right of way known as North Shore Drive.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN, that the report of the County Engineer in the matter of the above mentioned Road will be filed in the office of the Board of County Commissioners of Chelan County on the 4th day of June 2024, said Road being described as follows:

That portion of the right-of-way for North Shore Drive adjacent to Lot 1, Block 25, The Plat of Mountain Park Summer Homes, Wenatchee Lake, Chelan County Washington, according to the plat thereof, recorded in Volume 2 of Plats at Page 49, Auditor's File Number 28454, records of Chelan County, Washington, described as follows:

COMMENCING at the Northeast corner of the Southeast quarter of Section 14, Township 27 North, Range 16 East, Willamette Meridian, Chelan County, Washington, a brass cap monument;

Thence South 0° 12' 30" East along the East line of said Southeast quarter a distance of 711.88 feet to a point on the south right-of-way line of North Shore Drive and **THE TRUE POINT OF BEGINNING**;

Thence North 89° 09' 50" West a distance of 25.97 feet to a point on the north line of said Lot 1 and the south right-of-way line of North Shore Drive;

Thence South 44° 04' 58" East along said right-of-way a distance of 37.46 feet to a point on the east line of said Southeast quarter;

Thence North 0° 12' 30" West a distance of 26.53 feet to **THE TRUE POINT OF BEGINNING**

Containing 344 square feet, more or less

NOW THEREFORE it is ordered by the Board that the public hearing of said petition and report will be held by the Board of County Commissioners of Chelan County, Washington, at their office located at, 400 Douglas Street, Wenatchee, Washington, on the 4th day of June, 2024, at 9:30 a.m.

Dated at Wenatchee, Washington, this 30th day of April, 2024.

BOARD OF CHELAN COUNTY
COMMISSIONERS

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Publish: Wenatchee World: May 11, 2024 & May 25, 2024

Charge: Chelan County Public Works, 316 Washington St., Wenatchee, WA 98801

Commissioners' Notice of Hearing

RE: Franchise for Limited Use of County Road Right of Way

WHEREAS, the Board of Chelan County Commissioners' will be granting a franchise for limited use of county road right of way to Brennen Balcom and

WHEREAS, the Board of Chelan County Commissioners' will be taking comments on this Resolution.

THEREFORE, NOTICE IS HEREBY GIVEN, that the Director/County Engineer will present to the Board of County Commissioners the Resolution Granting a Franchise for Limited Use of County Road Right of Way for Brennen Balcom and

BE IT FURTHER RESOLVED, that a public hearing will be held in the Chambers of the Board of Chelan County Commissioners at 400 Douglas Street, Wenatchee, Washington on **May 14, 2024 at 9:30 a.m.** to admit evidence offered for and against the Resolution.

Dated at Wenatchee, Washington this 30th day of April 2024.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

ATTEST: ANABEL TORRES

TIFFANY GERING, Commissioner

Clerk of the Board

Publish: Wenatchee World: April 30th & May 11th

Charge: Chelan County Public Works, 316 Washington Street, Ste 402, Wenatchee, WA 98801



Agency Chelan County		Supplement Number 2
Federal Aid Project Number BHS-Z904(006)	Agreement Number LA10518	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Bridge Deck and Joint Rehabilitation Bundle

Length Countywide

Termini Countywide

Description of Work No Change

Reason for Supplement

Adjust to Award

Are you claiming indirect cost rate? Yes No

Project Agreement End Date December 31, 2027

Advertisement Date N/A

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	107,650.00		107,650.00		107,650.00
	b. Other Consultant	638,350.00		638,350.00		638,350.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	5,000.00		5,000.00		5,000.00
	e. Total PE Cost Estimate (a+b+c+d)	751,000.00	0.00	751,000.00	0.00	751,000.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract	2,668,758.00	-405,244.00	2,263,514.00		2,263,514.00
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency	205,289.00	0.00	205,289.00		205,289.00
	p. State Services	10,000.00	0.00	10,000.00		10,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	2,884,047.00	-405,244.00	2,478,803.00	0.00	2,478,803.00
	r. Total Project Cost Estimate (e+i+q)	3,635,047.00	-405,244.00	3,229,803.00	0.00	3,229,803.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title *Kevin Overbay, Chairman*
Agency Date

By
Director, Local Program
Date Executed

Agency Chelan County		Supplement Number 2
Federal Aid Project Number BHS-Z904(006)	Agreement Number LA10518	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the "No Change" box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project's proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date".
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



CONSTRUCTION STORMWATER GENERAL PERMIT

Notice of Termination Form (NOT)

Use this form to request termination of your permit.

I. Permittee Information		Permit # <u>WAR 308725</u>	
Name: Jason Detamore		Company: Chelan County Public Works Dept.	
Mailing Address: 316 Washington Street, Suite 402			
City: Wenatchee		State: WA	Zip: 98801
Phone: (509) 667-6573		Email: Jason.Detamore@co.chelan.wa.us	
II. Site Location/Address Information			
Site name: West Cashmere Bridge			
Street address (or location description): Goodwin Road, west of City of Cashmere, 9 miles west of Wenatchee			
City (or nearest city): Cashmere		County: WA	Zip: 98815
III. Construction Activity: The site is eligible for termination. Select ONE of the following conditions:			
<input type="checkbox"/> Construction was never started.			
<input checked="" type="checkbox"/> Entire site has undergone final stabilization, all temporary BMPs are removed, all stormwater discharges associated with construction activity have been eliminated. (<i>Permit Condition S10.A.1.</i>)			
<input type="checkbox"/> All portions of site that have not undergone final stabilization have been sold and/or transferred (<i>Permit Condition S10.A.2.</i>), and Permittee no longer has operational control of the construction activity. New owner Transfer of Coverage form submitted to Ecology on (date): _____ New owner contact info: _____			
<input type="checkbox"/> For residential construction only, the Permittee has completed temporary stabilization and the homeowners have taken possession of the residences (<i>Permit Condition S10.A.3.</i>)			
IV. Certification of Signature Please read the certification statement carefully before signing.			
I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.			

Kevin Overbay
Permittee's printed name

Chairman, BOCC
Title

Permittee's signature (Permittee on record or a VP level officer)

Date Signed

SEE PAGE 2 FOR SUBMITTING COMPLETED FORM TO THE PERMIT FEE UNIT



CONSTRUCTION STORMWATER GENERAL PERMIT

Notice of Termination Form (NOT)

Use this form to request termination of your permit.

I. Permittee Information		Permit # <u>WAR 312108</u>	
Name: Jason Detamore		Company: Chelan County Public Works Depart.	
Mailing Address: 316 Washington Street, Suite 402			
City: Wenatchee		State: WA	Zip: 98801
Phone: (509) 667-6573		Email: Jason.Detamore@co.chelan.wa.us	
II. Site Location/Address Information			
Site name: Goodwin Road Improvement Project			
Street address (or location description): Goodwin Road, Sunset Highway, Evergreen Road			
City (or nearest city): Cashmere		County: WA	Zip: 98815
III. Construction Activity: The site is eligible for termination. Select ONE of the following conditions:			
<input type="checkbox"/> Construction was never started.			
<input checked="" type="checkbox"/> Entire site has undergone final stabilization, all temporary BMPs are removed, all stormwater discharges associated with construction activity have been eliminated. (<i>Permit Condition S10.A.1.</i>)			
<input type="checkbox"/> All portions of site that have not undergone final stabilization have been sold and/or transferred (<i>Permit Condition S10.A.2.</i>), and Permittee no longer has operational control of the construction activity. New owner Transfer of Coverage form submitted to Ecology on (date): _____ New owner contact info: _____			
<input type="checkbox"/> For residential construction only, the Permittee has completed temporary stabilization and the homeowners have taken possession of the residences (<i>Permit Condition S10.A.3.</i>)			
IV. Certification of Signature Please read the certification statement carefully before signing.			
I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.			

Kevin Overbay

 Permittee's printed name

Chairman, BOCC

 Title

 Permittee's signature (Permittee on record or a VP level officer) Date Signed

SEE PAGE 2 FOR SUBMITTING COMPLETED FORM TO THE PERMIT FEE UNIT



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS
316 WASHINGTON STREET
SUITE 402
WENATCHEE, WASHINGTON 98801
TELEPHONE (509) 667-6415

Eric P. Pierson, PE
DIRECTOR/COUNTY ENGINEER

March 7, 2024

Ace Bollinger
PO Box 1703
Wenatchee, WA 98807

RE: Tour de Bloom Bike Race

Dear Mr. Bollinger:

Attached you will find a copy of the fully executed Event Permit for the Tour de Bloom Bike Race happening on May 2nd and May 5th, 2024 which was approved by the Sheriff's office and our department.

If you have any questions please give me a call at 509.667.6415.

Sincerely,

Jamie Parkins
Business Assistant-Administration

Attachments: Copy of Permit

EVE 24-001

RECEIVED

JAN 02 2024

CHELAN COUNTY
PUBLIC WORKS



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET
SUITE 402

WENATCHEE, WASHINGTON 98801

TELEPHONE (509) 667-6415

ERIC PIERSON, PE

DIRECTOR/COUNTY ENGINEER

EVENTS PERMIT

APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: **\$250**

Permit must be received by Chelan County Public Works Department **ONE (1) MONTH** in advance of the event/activity date

APPLICANT INFORMATION		
Applicant (Print full name): JASON "ACE" BOLLINGER		
Address: PO Box 1703		
City: WENATCHEE	State: WA	Zip: 98807
Phone No: 509.679.5003	Email: tdbace@gmail.com	
ORGANIZER'S INFORMATION		
Organizer's True Name: TOWN DE BLOOM		
Address: PO. Box 1991		
City: WENATCHEE	State: WA	Zip: 98807
Phone No: 509-679-5003	Email: tdbace@gmail.com	
UBI Number:		
NAME OF EVENT/ACTIVITY CONTACT: Contacts must be on site during event in case they are needed by emergency responders		
Name (Print): SAME AS ABOVE		
Email:		
Cell Phone Number:		
Alternate Contact Person: Contacts must be on site during event in case they are needed by emergency responders		
Organizer's True Name: DAN BASS		
Email: DAN @ WENATCHEEVALEY BREWING. COM		
Cell Phone Number: 509-679-9330		

EVENT INFORMATION	
Name of Event/Activity: TOWN DE BLOOM	
Type/Description of Event/Activity: BIKE RACE	
Date(s) of Proposed Event/Activity: MAY 2, 2024 & MAY 5, 2024	
Times for Proposed Event/Activity: 9 AM TO 3 PM	

Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):

SEE ATTACHED MAPS

Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):

400+

Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):

N/A

Proof of authorizations from other involved jurisdictions (please submit documentation):

N/A

Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance poly shall be primary insure for the event/activity):

Company:

Policy Number:

Describe organizer's previous experience with the conduct and administration of this type of event/activity:

10+ YEARS AS A USAC SANCTIONED RACE DIRECTOR & OFFICIAL

Traffic plan, safety plan, race plan:

SEE ATTACHED MAPS

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

If yes, provide details:

IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.

Documentation for any requested waiver or exemption (please submit):

NON PROFIT

Other:

N/A

Plan for Event Clean-Up:

POLICE COURSES AFTER FOR LITER



Applicant's Signature

1/2/24 WENACHEE
Date and Place

Printed Name: JASON ACE BOLDINGEN

Title: RACE DIRECTOR

For County Use Only

- Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- See attached Exhibit(s) _____ - _____ for additional conditions and route modifications.
- Fire Districts notified: _____
- Permit fee of \$250.00 (copy of receipt attached).
- Payment in advance for necessary public safety personnel and equipment in the amount of \$_____ (copy of receipt and related documents attached).

Reviewed and Approved:

Permit is Approved Denied

Chelan County Public Works Department

Chelan County Sheriff's Office

By: _____

By: Daniel Ozment
Digitally signed by Daniel Ozment
DN: cn=Daniel Ozment, o=Chelan County
Sheriff's Office, ou=Under Sheriff,
email=dan.ozment@co.chelan.wa.us, c=US
Date: 2024.02.06 14:32:25 -0800

Date: 7/6/24

Date: 02/06/2024

* AS NOTED

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department
316 Washington St, Suite 402
Wenatchee WA 98801

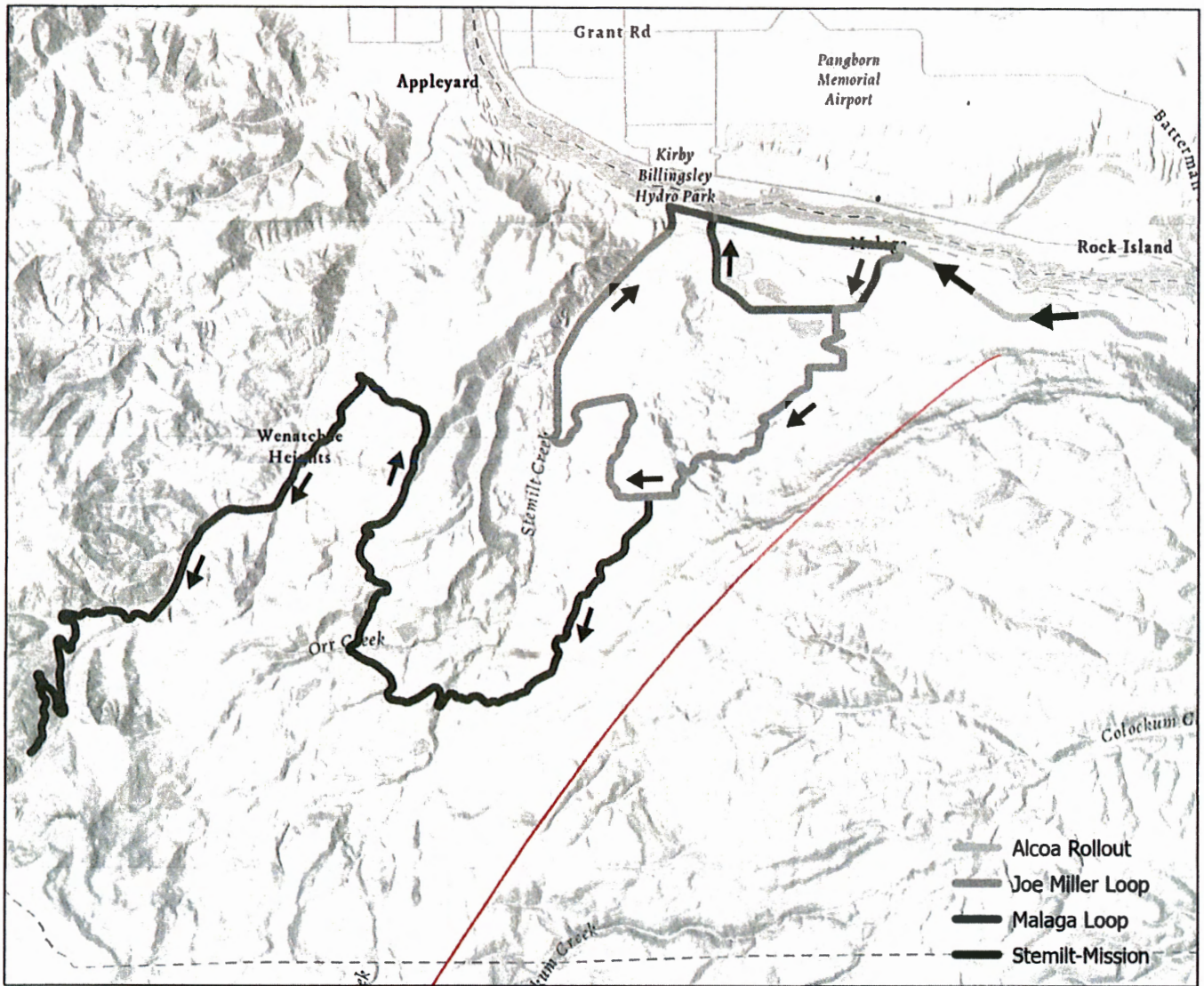
(509) 667-6415 or public.works@co.chelan.wa.us

* Race to follow WSDOT Bicycle Racing Guidelines

* Payment for any public safety personnel or equipment to be submitted within 30 days of event completion.

Tour de Bloom

STAGE 1 JOE MILLER ROAD RACE - COURSE MAP



All Fields (2) Will Have A Protected Enclosure
Per WA STATE DOT BICYCLE RACING GUIDELINES MANUAL
From Aug 2010.

REVISED
PER ACE

Josh Patrick

From: Josh Patrick
Sent: Tuesday, January 16, 2024 9:55 AM
To: 'Ace Bollinger'
Cc: Greg Brown; Lars; Craig Still; Dan Bass; Steve-O
Subject: RE: Tour de Bloom new course

This should work. I'll attach this new map to the permit and do the official routing to everyone. Should not have any issues though.

From: Ace Bollinger [mailto:tdbace@gmail.com]
Sent: Monday, January 15, 2024 3:15 PM
To: Josh Patrick <Josh.Patrick@CO.CHELAN.WA.US>
Cc: Greg Brown <gbrownie@nwi.net>; Lars <Lars@vandorensales.com>; Craig Still <csstill80@gmail.com>; Dan Bass <dan@wenatcheevalleybrewing.com>; Steve-O <dracemon@hotmail.com>
Subject: Tour de Bloom new course

External Email Warning! This email originated from outside of Chelan County.

Josh, thanks for the meeting last week.

I took the notes to my team, and we decided to stay away from your road construction, and use this route

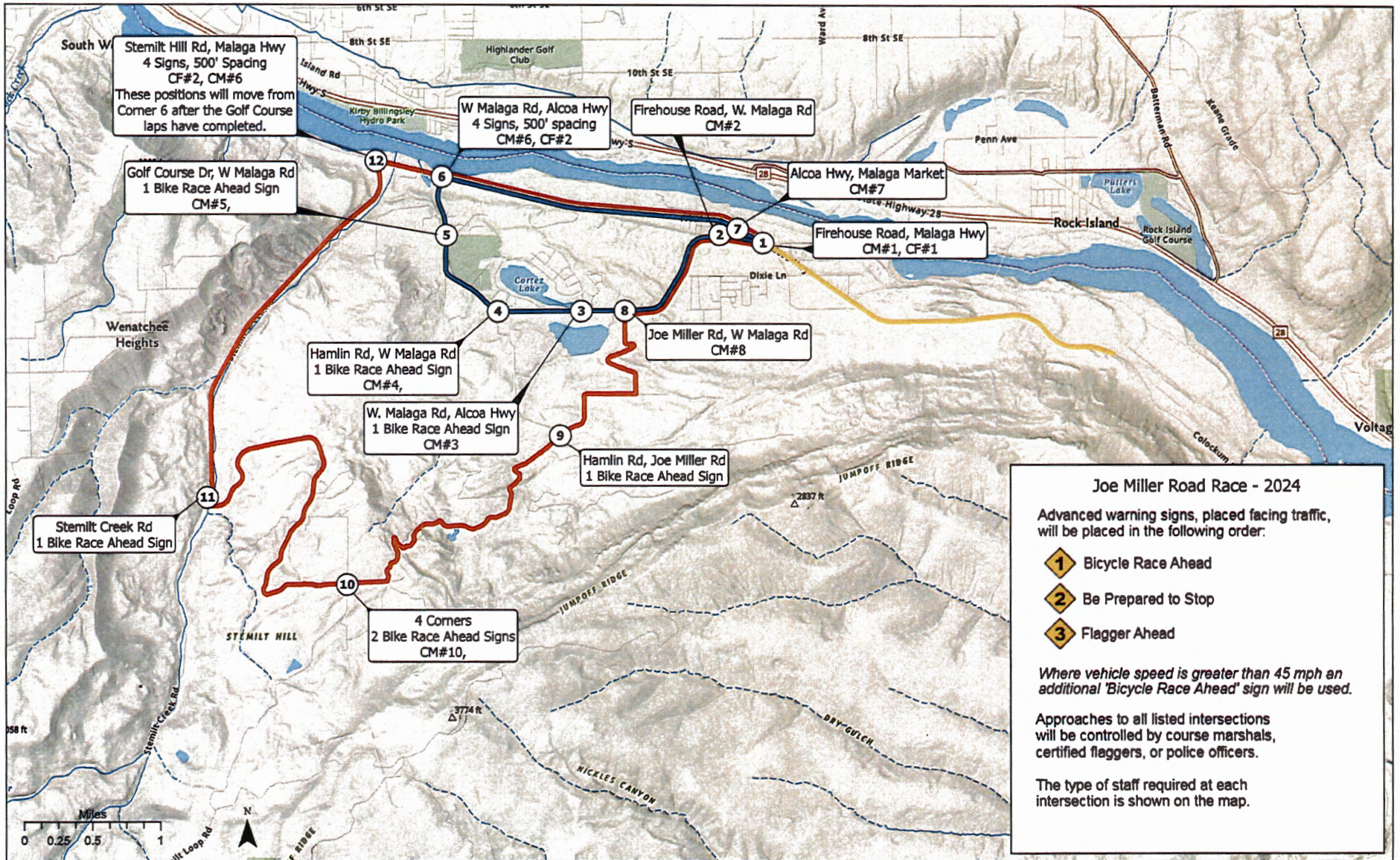
<https://ridewithgps.com/routes/45367462>

If this passes the mustard with the county engineer, and sheriff, we will submit a Traffic Control plan within the next few weeks!

Thank you, and please let me know if you have any questions!

Thanks,

Ace Bollinger, Race Director
509.679.5003
tdbace@gmail.com
2024 TdB May 2,3,4,5th





Chelan County
Department of Public Works

Receipt Number: 24-00012

316 Washington St, Suite 402
 Wenatchee, WA 98801
 (509) 667-6415

Payer/Payee: BOLLINGER JASON
 PO BOX 1703
 WENATCHEE WA 98807

Cashier: ROSE HOLMAN

Date: 01/02/2024

EVE 24-001 PW EVENT OR ACTIVITY IN COUNTY RIGHT-OF-WAY PERMIT

Fee Description	BARS Number	Fee Amount	Amount Paid	Fee Balance
PW - Event Permit Fee - Public Works	110.001.32240.00.000	\$125.00	\$125.00	\$0.00
PW - Event Permit Fee - Sheriff's	010.145.34210.02.000	\$125.00	\$125.00	\$0.00
		\$250.00	\$250.00	\$0.00
TOTAL PAID:			\$250.00	

Payment Method	Reference Number	Payment Amount
CREDIT CARD	148795591	\$250.00
Total:		\$250.00

Notes :

Project Information

Permit #	Permit Type	Project Description	Parcel #
EVE 24-001	PW-EVENT	Tour de Bloom	

Project Contacts

Permit #	Name	Association	Address
EVE 24-001	BOLLINGER JASON	APPLICANT	PO BOX 1703, WENATCHEE, WA 98807

Payment Entry Form

Result: Payment Authorized Confirmation Number: 148795591

Your payment has been authorized successfully and payment will be processed.

Chelan County Public Works thanks you for your payment. For questions about your account, please call 509-667-6415 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Payment Amount
Miscellaneous payment of \$250.00 on Account Number EVE 24-001 Tour de Bloom	\$250.00
Subtotal:	\$250.00
Convenience Fee:	\$6.25
Total Payment:	\$256.25

Customer Information

First Name: Jason
 Last Name: Bollinger
 Address Line 1: PO Box 1991
 Address Line 2:
 City: Wenatchee
 State: Washington
 Zip Code: 98807
 Phone Number:
 Email Address: tdbace@gmail.com

Payment Information

Payment Date: 01/02/2024
 Card Type: MasterCard
 Card Number: *****6497

Signature: _____ **Date:** ____/____/_____
 By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Chelan Co P W*. If you have any questions about the charges please call 1-888-891-6064.



ADDITIONAL REMARKS SCHEDULE

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 attached endorsement CG 20 26 (12/2019).

Event Number: 2024-8219
 Event Name: Tour de Bloom
 Event Location: Wenatchee, WA
 Event Date(s): 05/03/2024, 05/05/2024, 05/02/2024, 05/04/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

12 BIKE AHEAD
 9 STOP
 9 FLAGGER
 1 200 M
 1 1 K
 32 BASES

2020 Tour de Bloom - Stage 1


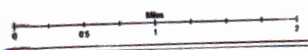
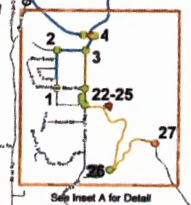
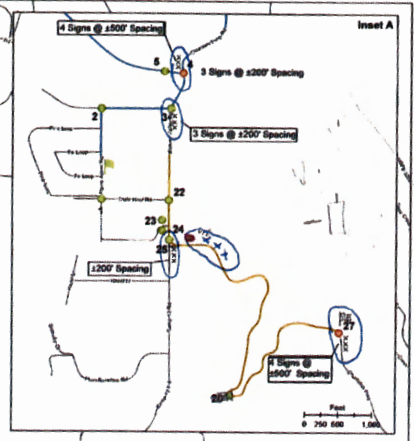
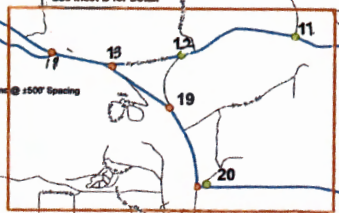
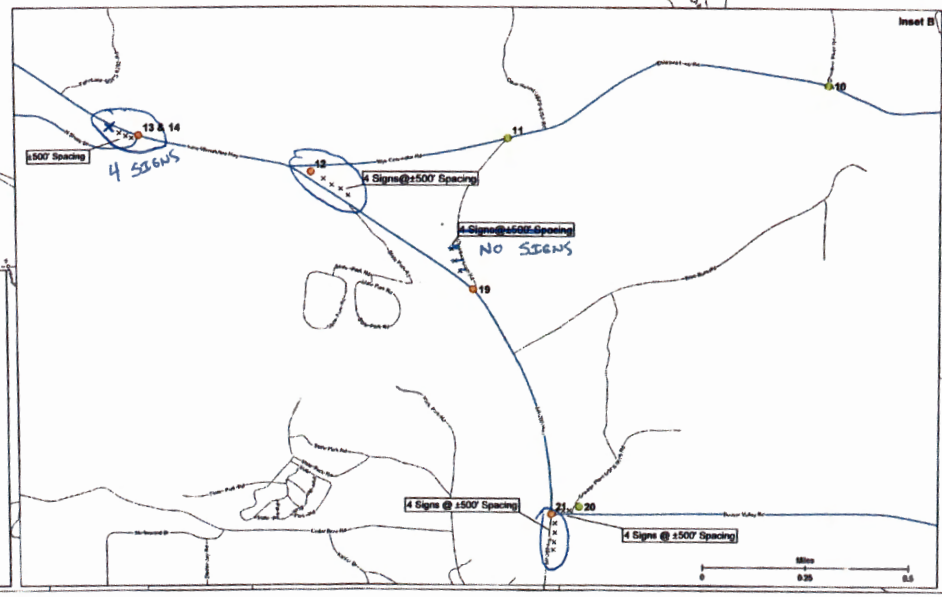
Advanced warning signs, placed facing traffic, will be placed in the following order:

- Bicycle Race Ahead
- No Prepared to Stop
- Flagger Ahead
- Flagger
- Marshall
- Finish Route
- Lap Route

Where vehicle speed is greater than 45 mph an additional "Bicycle Race Ahead" sign will be used.

Approaches to all listed intersections will be controlled by course marshals, certified flaggers, or police officers.

The type of staff required at each intersection is shown on the map.

Welcome to Stripe!

This Stripe Services Agreement includes this introduction, the General Terms, Definitions, Services Terms, and incorporated documents and terms (“Agreement”) and forms a legal agreement between Stripe, Inc. (“Stripe”) and you or the entity you represent (“you” and “your”). This Agreement governs your use of the Services.

This Agreement is effective upon the date you first access or use the Services (“Effective Date”) and continues until you or Stripe terminates it (this period, the “Term”). Capitalized terms used in this Agreement that are not defined inline are defined in the Definitions.

As referenced in Section 13 of the General Terms, any dispute between you and Stripe is subject to a class action waiver and must be resolved by individual binding arbitration. Please read the arbitration provision in this Agreement as it affects your rights under this Agreement.

General Terms

Last modified: December 15, 2023

You and Stripe agree as follows:

1. Your Stripe Account.

1.1 Eligibility.

Only businesses (including sole proprietors) and non-profit organizations located in the United States are eligible to apply for a Stripe Account and use the Services. Stripe and its Affiliates may provide Services to you or your Affiliates in other countries or regions under separate agreements. You and your Representative must not attempt to create a Stripe Account on behalf of or for the benefit of a user whose use of the Stripe services was suspended or terminated by Stripe, unless Stripe approves otherwise.

1.2 Business Representative.

You and your Representative individually affirm to Stripe that (a) your Representative is authorized to provide User Information on your behalf and to bind you to this Agreement; and (b) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control,

management or direction of your business. Stripe may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority.

1.3 Sole Proprietors.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of amounts you owe under this Agreement.

1.4 Age Requirements.

If you are a sole proprietor, and you are not old enough to enter into a contract on your own behalf (which is commonly but not always 18 years old), but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not old enough to enter into a contract on their own behalf, but the individual is 13 years old or older, your Representative must obtain the consent of either your board or an authorized officer. The approving board, authorized officer, parent or legal guardian is responsible to Stripe and is legally bound to this Agreement as if it had agreed to this Agreement itself. You must not use the Services if you are under 13 years of age.

2. Services and Support.

2.1 Services.

Stripe (and its Affiliates, as applicable) will make available to you the Services, including those described in the applicable Services Terms, and, if applicable, give you access to a Stripe Dashboard.

2.2 Services Terms; Order of Precedence.

The Services Terms contain specific terms governing the parties' rights and obligations related to the Services described in those Services Terms. If there are no Services Terms for a particular Stripe service, then only these General Terms govern. By accessing or using a Service, you agree to comply with the applicable Services Terms. If any term in these General Terms conflicts with a term in any Services Terms or set of terms incorporated by reference into this Agreement, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the Services Terms; (b) these General Terms; and (c) all terms incorporated by reference into this Agreement. Your access to or use of the Services may also be subject to additional terms to which you agree through the Stripe Dashboard.

2.3 Service Modifications and Updates.

Stripe may modify the Services and Stripe Technology at any time, including adding or removing functionality or imposing conditions on use of the Services. Stripe will notify you of material adverse changes in, deprecations to, or removal of functionality from, Services or Stripe Technology that you are using. Stripe is not obligated to provide any Updates. However, if Stripe makes an Update available, you must fully install the Update by the date or within the time period stated in Stripe's notice; or, if there is no date or period stated in the notice, then no later than 30 days after the date of the notice.

2.4 Subcontracting.

Stripe may subcontract its obligations under this Agreement to third parties.

2.5 Services Restrictions.

You may only use the Services for business purposes. You must not, and must not enable or allow any third party to:

- (a) use the Services for personal, family or household purposes;
- (b) act as service bureau or pass-through agent for the Services with no added value to Customers;
- (c) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited, or access or attempt to access non-public Stripe systems, programs, data, or services;
- (d) except as Law permits, reverse engineer or attempt to reverse engineer the Services or Stripe Technology;
- (e) use the Services to engage in any activity that is illegal, fraudulent, deceptive or harmful;
- (f) perform or attempt to perform any action that interferes with the normal operation of the Services or affects other Stripe users' use of Stripe services;
- (g) exceed any Services usage limitations stated in the Documentation; or

(h) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Documentation, or the Stripe Website except as permitted by Law.

2.6 Beta Services.

(a) Classification. Stripe may classify certain Stripe services or Stripe Technology, including a particular release or feature, as Beta. A Stripe service may be generally available in some circumstances (e.g., in some countries or regions) while still classified as Beta in other circumstances.

(b) Nature of Beta Services. By their nature, Beta Services may be feature-incomplete or contain bugs. Stripe may describe limitations that exist within a Beta Service; however, your reliance on the accuracy or completeness of these descriptions is at your own risk. You should not use Beta Services in a production environment until and unless you understand and accept the limitations and flaws that may be present in the Beta Services.

(c) Feedback. Unless Stripe otherwise agrees in writing, your use of Beta Services is confidential, and you must provide timely Feedback on the Beta Services in response to Stripe requests.

(d) Availability During Beta Period. Stripe may suspend or terminate your access to any Beta Services at any time.

2.7 Support.

Stripe will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services through resources and documentation that Stripe makes available on the Stripe Website and in the Documentation. Stripe's support is also available by contacting Stripe at contact us. Stripe is not responsible for providing support to Customers.

2.8 Third-Party Services.

Stripe may reference, enable you to access, or promote (including on the Stripe Website) Third-Party Services. These Third-Party Services are provided for your convenience only and Stripe does not approve, endorse, or recommend any Third-Party Services to you. Your access and use of any Third-Party Service is at your own risk and Stripe disclaims all responsibility and liability for your use of any Third-Party Service. Third-Party Services are not Services and are not governed by this Agreement or Stripe's Privacy Policy. Your use of any Third-Party Service, including those linked from the Stripe Website, is subject to that Third-Party Service's own terms of use and privacy policies (if any).

3. Information; Your Business.

3.1 User Information.

Upon Stripe's request, you must provide User Information to Stripe in a form satisfactory to Stripe. You must keep the User Information in your Stripe Account current. You must promptly update your Stripe Account with any changes affecting you, the nature of your business activities, your Representative, beneficial owners, principals, or any other pertinent information. You must immediately notify Stripe, and provide to Stripe updated User Information, if (a) you experience or anticipate experiencing a Change of Control; (b) you experience or anticipate experiencing a material change in your business or financial condition, including if you experience or are likely to experience an Insolvency Proceeding; (c) the regulatory status of the business for which you are using the Services changes, including if it becomes subject, or no longer subject, to regulatory oversight; or (d) a Governmental Authority has notified you that you or your business is the subject of investigative action.

3.2 Information Retrieved by Stripe.

You authorize Stripe to retrieve information about you and your business from Stripe's service providers and other third parties, including credit reporting agencies, banking partners and information bureaus, and you authorize and direct those third parties to compile and provide that information to Stripe. This information may include your, or your Representative's, name, addresses, credit history, banking relationships, and financial history.

4. Services Fees; Taxes.

4.1 Services Fees.

The Fees are stated on the Stripe Pricing Page, unless you and Stripe otherwise agree in writing. Stripe may revise the Fees at any time. If Stripe revises the Fees for a Service that you are currently using, Stripe will notify you at least 30 days before the revised Fees apply to you.

4.2 Collection of Fees and Other Amounts.

You must pay, or ensure that Stripe is able to collect, Fees and other amounts you owe under this Agreement when due. Stripe may deduct, recoup or setoff Fees and other amounts you owe under this Agreement, or under any other agreements you have with Stripe or any of its Affiliates, from your Stripe Account balance, or invoice you for those amounts. If you fail to pay invoiced amounts when due, if your Stripe Account balance is negative or does not contain funds sufficient to pay amounts that you owe under this Agreement, or under any other agreement with Stripe or any of its Affiliates, or if Stripe is unable to collect amounts due from your Stripe Account balance, then Stripe may, to the extent Law permits, deduct, recoup or setoff those amounts from: (a) if established and applicable, each Reserve; (b) funds payable by Stripe or its Affiliate to you or your Affiliate; (c) if established, each User Affiliate Reserve; (d) each User Bank Account; and (e) the Stripe account balance of each Stripe account that Stripe determines, acting reasonably, is associated with you or your Affiliate. If the currency of the

amount being deducted is different from the currency of the amount you owe, Stripe may deduct, recoup or setoff an amount equal to the amount owed (using Stripe's conversion rate) together with any fees Stripe incurs in making the conversion.

4.3 Debit Authorization.

Without limiting Section 4.2 of these General Terms, you authorize Stripe to debit each User Bank Account without separate notice, and according to the applicable User Bank Account Debit Authorization, to collect amounts you owe under this Agreement. If Stripe is unable to collect those amounts by debiting a User Bank Account, then you immediately grant to Stripe a new, original authorization to debit each User Bank Account without notice and according to the applicable User Bank Account Debit Authorization. Stripe may rely on this authorization to make one or more attempts to collect all or a subset of the amounts owed. Your authorization under this Section 4.3 will remain in full force and effect until (a) all of your Stripe Accounts are closed; or (b) all fees and other amounts you owe under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant you the right to revoke your debit authorization, then to the extent Law permits, you waive that right.

4.4 Taxes.

Stripe's fees exclude all Taxes, except as the Stripe Pricing Page states to the contrary. You have sole responsibility and liability for:

(a) determining which, if any, Taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you make or receive in connection with your use of the Services; and

(b) assessing, collecting, reporting and remitting Taxes for your business.

If Stripe is required to withhold any Taxes, Stripe may deduct those Taxes from amounts otherwise owed to you and pay those Taxes to the appropriate taxing authority. If you are exempt from paying, or are otherwise eligible to pay a reduced rate on, those Taxes, you may provide to Stripe an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status or reduced rate eligibility, in which case Stripe will not deduct the Taxes covered by the certificate. You must provide accurate information regarding your tax affairs as Stripe reasonably requests, and must promptly notify Stripe if any information that Stripe prepopulates is inaccurate or incomplete. Stripe may send documents to you and taxing authorities for transactions processed using the Services. Specifically, Law may require Stripe to file periodic informational returns with taxing authorities related to your use of the Services. Stripe may send tax-related information electronically to you.

5. User Bank Accounts; Funds.

5.1 User Bank Accounts; Prohibition on Grant or Assignment.

You must designate at least one User Bank Account in connection with the Services. Stripe may debit and credit a User Bank Account as described in this Agreement. You must not grant or assign to any third party any lien on or interest in funds that may be owed to you under this Agreement until the funds are deposited into a User Bank Account.

5.2 Holding of Funds.

To the extent Law and the applicable Financial Services Terms permit, Stripe and its applicable Affiliates may invest funds they hold into liquid investments. Stripe or its applicable Affiliates will (a) hold these investments separate from investments made with their own funds; and (b) own, and User will not receive, any earnings from these investments. Stripe's investment of funds will not affect or delay its payout obligations under this Agreement.

5.3 Regulated Money Transmission; Stripe Status.

Certain Services involve regulated money transmission under U.S. Law. To the extent that your use of the Services involves money transmission or other regulated services under U.S. Law, Stripe's Affiliate, SPC, provides those regulated Services, and the SPC terms located on or accessible from the Stripe Legal Page will apply to you, unless the applicable Services Terms specify otherwise. Stripe is not a bank, and does not accept deposits.

5.4 Dormant Accounts.

If you leave any funds dormant in a Stripe Account and you do not instruct Stripe on where to send them, Stripe may deem the funds abandoned by you and deliver them to the appropriate Governmental Authority. However, if Law requires, Stripe will attempt to notify you before doing so.

6. Termination; Suspension; Survival.

6.1 Termination.

(a) Your Termination. You may terminate this Agreement at any time by closing your Stripe Account. To do so, you must open the account information tab in your account settings, select "close my account" and stop using the Services. If after termination you use the Services again, this Agreement will apply with an Effective Date that is the date on which you first use the Services again.

(b) Stripe Termination. Stripe may terminate this Agreement (or any part) or close your Stripe Account at any time for any or no reason (including if any event listed in Sections 6.2(a)–(i) of these General

Terms occurs) by notifying you. In addition, Stripe may terminate this Agreement (or relevant part) for cause if Stripe exercises its right to suspend Services (including under Section 6.2 of these General Terms) and does not reinstate the suspended Services within 30 days.

(c) Termination for Material Breach. A party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach. If the material breach affects only certain Services, the non-breaching party may choose to terminate only the affected Services.

(d) Effect on Other Agreements. Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties or their Affiliates.

6.2 Suspension.

Stripe may immediately suspend providing any or all Services to you, and your access to the Stripe Technology, if:

(a) Stripe believes it will violate any Law, Financial Services Terms or Governmental Authority requirement;

(b) a Governmental Authority or a Financial Partner requires or directs Stripe to do so;

(c) you do not update in a timely manner your implementation of the Services or Stripe Technology to the latest production version Stripe recommends or requires;

(d) you do not respond in a timely manner to Stripe's request for User Information or do not provide Stripe adequate time to verify and process updated User Information;

(e) you breach this Agreement or any other agreement between the parties;

(f) you breach any Financial Services Terms;

(g) you enter an Insolvency Proceeding;

(h) Stripe believes that you are engaged in a business, trading practice or other activity that presents an unacceptable risk to Stripe; or

(i) Stripe believes that your use of the Services (i) is or may be harmful to Stripe or any third party; (ii) presents an unacceptable level of credit risk; (iii) increases, or may increase, the rate of fraud that Stripe observes; (iv) degrades, or may degrade, the security, stability or reliability of the Stripe services, Stripe Technology or any third party's system (e.g., your involvement in a distributed denial of service attack); (v) enables or facilitates, or may enable or facilitate, illegal or prohibited transactions; or (vi) is or may be unlawful.

6.3 Survival.

The following will survive termination of this Agreement:

(a) provisions that by their nature are intended to survive termination (including Sections 4, 7.2, 9.4, 11, 12 and 13 of these General Terms); and

(b) provisions that allocate risk, or limit or exclude a party's liability, to the extent necessary to ensure that a party's potential liability for acts and omissions that occur during the Term remains unchanged after this Agreement terminates.

7. Use Rights.

7.1 Use of Services.

Subject to the terms of this Agreement, Stripe grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to access the Documentation, and access and use the Stripe Technology, as long as your access and use is (a) solely as necessary to use the Services; (b) solely for your business purposes; and (c) in compliance with this Agreement and the Documentation.

7.2 Feedback.

During the Term, you and your Affiliates may provide Feedback to a Stripe Entity. You grant, on behalf of yourself and your Affiliates, to Stripe and its Affiliates a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to exploit that Feedback for any purpose, including developing, improving, manufacturing, promoting, selling and maintaining the Stripe services. All Feedback is Stripe's confidential information.

7.3 Marks Usage.

Subject to the terms of this Agreement, each party grants to the other party and its Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to use the Marks of the grantor party or its Affiliate solely to identify Stripe as your service provider. Accordingly, Stripe and its Affiliates may use those Marks:

(a) on Stripe webpages and apps that identify Stripe's customers;

(b) in Stripe sales/marketing materials and communications; and

(c) in connection with promotional activities to which the parties agree in writing.

When using Marks of a Stripe Entity, you must comply with the Stripe Marks Usage Terms and all additional usage terms and guidelines that Stripe provides to you in writing (if any). All goodwill generated from the use of Marks will inure to the sole benefit of the Mark owner.

7.4 No Joint Development; Reservation of Rights.

Any joint development between the parties will require and be subject to a separate agreement between the parties. Nothing in this Agreement assigns or transfers ownership of any IP Rights to the other party. All rights (including IP Rights) not expressly granted in this Agreement are reserved.

8. Privacy and Data Use.

8.1 Privacy Policies.

Each party will make available a Privacy Policy that complies with Law. Stripe's Privacy Policy explains how and for what purposes Stripe collects, uses, retains, discloses and safeguards the Personal Data you provide to Stripe.

8.2 Disclosures.

When you provide Personal Data to Stripe, or authorize Stripe to collect Personal Data, you must provide all necessary notices to, and obtain all necessary rights and consents from, the applicable individuals (including your Customers) sufficient to enable Stripe to lawfully collect, use, retain and

disclose the Personal Data in the ways this Agreement and Stripe's Privacy Policy describe. You will determine the content of the notices you provide to your Customers.

8.3 Personal Data.

Stripe will Process Personal Data for the purposes described in Section 2 of the Data Processing Agreement. You are responsible for being aware of, and complying with, Law governing your use, storage and disclosure of Personal Data.

8.4 Data Processing Agreement.

The Data Processing Agreement, including the Data Transfers Addendum, that applies to your use of the Services and transfer of Personal Data, is incorporated into this Agreement by this reference. Each party will comply with the Data Processing Agreement.

8.5 Stripe Data.

You may use the Stripe Data only as this Agreement and other applicable agreements between a Stripe Entity and you (or your Affiliates, if applicable) permit.

8.6 Retention of Data.

Stripe is not obligated to retain data after the Term, except as (a) required by Law; (b) required for Stripe to perform any post-termination obligations; (c) this Agreement otherwise states; or (d) the parties otherwise agree in writing.

8.7 Use of Fraud Signals.

If Stripe provides you with information regarding the possibility or likelihood that a transaction may be fraudulent or that an individual cannot be verified, Stripe may incorporate your subsequent actions and inactions into Stripe's fraud and verification model, for the purpose of identifying future potential fraud. Please see the Stripe Privacy Center for more information on Stripe's collection of end-customer data for this purpose and for guidance on how to notify your Customers.

9. Data Security.

9.1 Controls.

Each party will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect data in its possession or under its control from unauthorized access, accidental loss

and unauthorized modification. You are responsible for implementing administrative, technical, and physical controls that are appropriate for your business.

9.2 PCI-DSS.

Stripe will make reasonable efforts to provide the Services in a manner consistent with PCI-DSS requirements that apply to Stripe.

9.3 Stripe Account Credentials.

You must prevent any Credential Compromise, and otherwise ensure that your Stripe Account is not used or modified by anyone other than you and your representatives. If a Credential Compromise occurs, you must promptly notify and cooperate with Stripe, including by providing information that Stripe requests. Any act or failure to act by Stripe will not diminish your responsibility for Credential Compromises.

9.4 Data Breach.

You must notify Stripe immediately if you become aware of an unauthorized acquisition, modification, disclosure, access to, or loss of Personal Data on your systems.

9.5 Audit Rights.

If Stripe believes that a compromise of data has occurred on your systems, website, or app, Stripe may require you to permit a Stripe approved third-party auditor to audit the security of your systems and facilities. You must fully cooperate with all auditor requests for information or assistance. As between the parties, you are responsible for all costs and expenses associated with these audits. Stripe may share with Financial Services Partners any report the auditor issues.

10. Representations and Warranties.

10.1 Representations and Warranties.

You represent as of the Effective Date, and warrant at all times during the Term, that:

(a) you have the right, power, and ability to enter into and perform under this Agreement;

(b) you are a business (which may be a sole proprietor) or a non-profit organization located in the United States and are eligible to apply for a Stripe account and use the Services;

(c) you have, and comply with, all necessary rights, consents, licenses, and approvals for the operation of your business and to allow you to access and use the Services in compliance with this Agreement and Law;

(d) your employees, contractors and agents are acting consistently with this Agreement;

(e) your use of the Services does not violate or infringe upon any third-party rights, including IP Rights, and you have obtained, as applicable, all necessary rights and permissions to enable your use of Content in connection with the Services;

(f) you are authorized to initiate settlements to and debits from the User Bank Accounts;

(g) you comply with Law with respect to your business, your use of the Services and Stripe Technology, and the performance of your obligations in this Agreement;

(h) you comply with the Documentation;

(i) you comply with the Financial Services Terms, and are not engaging in activity that any Financial Partner identifies as damaging to its brand;

(j) you do not use the Services to conduct a Restricted Business, transact with any Restricted Business, or enable any individual or entity (including you) to benefit from any Restricted Business;

(k) you own each User Bank Account, and each User Bank Account is located in a Stripe-approved country for the location of your Stripe Account, as described in the Documentation; and

(l) all information you provide to Stripe, including the User Information, is accurate and complete.

10.2 Scope of Application.

Unless this Agreement states to the contrary elsewhere, the representations and warranties in Sections 10.1 and 15.9 of these General Terms apply generally to your performance under this Agreement.

Additional representations and warranties that apply only to a specific Service may be included in the Services Terms.

11. Indemnity.

11.1 Stripe IP Infringement.

(a) Defense and Indemnification. Stripe will defend you against any IP Claim and indemnify you against all IP Claim Losses.

(b) Limitations. Stripe's obligations in this Section 11.1 do not apply if the allegations do not specify that the Stripe Technology, Services, or Mark of a Stripe Entity is the basis of the IP Claim, or to the extent the IP Claim or IP Claim Losses arise out of:

(i) the use of the Stripe Technology or Services in combination with software, hardware, data, or processes not provided by Stripe;

(ii) failure to implement, maintain and use the Stripe Technology or Services in accordance with the Documentation and this Agreement;

(iii) your breach of this Agreement; or

(iv) your negligence, fraud or willful misconduct.

(c) Process. You must promptly notify Stripe of the IP Claim for which you seek indemnification; however, any delay or failure to notify will not relieve Stripe of its obligations under this Section 11, except to the extent Stripe has been prejudiced by the delay or failure. You must give Stripe sole control and authority to defend and settle the IP Claim, but (i) you may participate in the defense and settlement of the IP Claim with counsel of your own choosing at your own expense; and (ii) Stripe will not enter into any settlement that imposes any obligation on you (other than payment of money, which Stripe will pay) without your consent. You must reasonably assist Stripe in defending the IP Claim.

(d) Other Stripe Actions. Stripe may in its discretion and at no additional expense to you:

(i) modify the Stripe Technology or Services so that they are no longer claimed to infringe or misappropriate IP Rights of a third party;

(ii) replace the affected Stripe Technology or Services with a non-infringing alternative;

(iii) obtain a license for you to continue to use the affected Stripe Technology, Services, or Mark; or

(iv) terminate your use of the affected Stripe Technology, Services, or Mark upon 30 days' notice.

(e) Exclusive Remedy. This Section 11.1 states Stripe's sole liability, and your sole and exclusive right and remedy, for infringement by the Stripe Technology, Services, or Marks of a Stripe Entity, including any IP Claim.

11.2 User Indemnification.

(a) Defense. You will defend the Stripe Parties against any Claim made against any of the Stripe Parties to the extent arising out of or relating to:

(i) your breach of any of your representations, warranties or obligations under this Agreement;

(ii) your use of the Services, including use of Personal Data;

(iii) an allegation that any of the Marks you license to Stripe, or your Content, infringes on or misappropriates the rights, including IP Rights, of the third party making the Claim; or

(iv) a User Party's negligence, willful misconduct or fraud.

(b) Indemnification. You will indemnify the Stripe Parties against all Stripe Losses arising out of or relating to Claims described in this Section 11.2.

12. Disclaimer and Limitations on Liability.

The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

12.1 Disclaimer.

Stripe provides the Services and Stripe Technology “AS IS” and “AS AVAILABLE”. Except as expressly stated as a “warranty” in this Agreement, and to the maximum extent permitted by Law, Stripe does not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, Financial Partners, the Stripe Technology, Stripe Data and the Documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. The Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to hacking, tampering, or other unauthorized access or use of the Services, your Stripe Account, or Protected Data, or your failure to use or implement anti-fraud or data security measures. Further, the Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the Documentation; (b) unauthorized access to servers or infrastructure, or to Stripe Data or Protected Data; (c) Service interruptions or stoppages; (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service (e) errors, inaccuracies, omissions or losses in or to any Protected Data or Stripe Data; (f) Content; or (g) your or another party's defamatory, offensive, fraudulent, or illegal conduct.

12.2 LIMITATIONS ON LIABILITY.

(a) Indirect Damages. To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages, even if these losses, damages, or costs are foreseeable, and whether or not you or the Stripe Parties have been advised of their possibility.

(b) General Damages. To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for losses, damages, or costs exceeding in the aggregate the greater of (i) the total amount of Fees you paid to Stripe (excluding all pass-through fees levied by Financial Partners) during the 3-month period immediately preceding the event giving rise to the liability; and (ii) \$500 USD.

13. Dispute Resolution; Agreement to Arbitrate.

13.1 Governing Law.

The laws of the state of California will govern this Agreement, without giving effect to its conflict of law principles.

13.2 Binding Arbitration.

(a) All disputes, claims and controversies, whether based on past, present or future events, arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's IP Rights (which will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by binding arbitration in San Francisco, California before a single arbitrator.

(b) The American Arbitration Association will administrate the arbitration under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 USD (excluding interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 USD (excluding interest, attorneys' fees and arbitration fees and costs), and in other cases where the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply.

(c) The arbitrator will apply the substantive law of the State of California and of the United States, excluding their conflict or choice of law rules.

(d) Nothing in this Agreement will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this Section 13 referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. Sections 1-16) will govern any arbitration conducted in accordance with this Agreement.

13.3 Arbitration Procedure.

(a) A party must notify the other party of its intent to commence arbitration prior to commencing arbitration. The notice must specify the date on which the arbitration demand is intended to be filed,

which must be at least 30 days after the date of the notice. During this time period, the parties will meet for the purpose of resolving the dispute prior to commencing arbitration.

(b) Subject to Section 13.3(a) of these General Terms, each party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, stating the subject of the dispute and the relief requested.

(c) Subject to the disclaimers and limitations of liability stated in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the authority to modify any term of this Agreement. The arbitrator will deliver a reasoned, written decision with respect to the dispute to each party, who will promptly act in accordance with the arbitrator's decision. Any award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

(d) In accordance with the AAA Rules, the party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or relating to this Agreement, the arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

13.4 Confidentiality.

The parties will keep confidential the existence of the arbitration, the arbitration proceeding, the hearing and the arbitrator's decision, except (a) as necessary to prepare for and conduct the arbitration hearing on the merits; (b) in connection with a court application for a preliminary remedy, or confirmation of an arbitrator's decision or its enforcement; (c) Stripe may disclose the arbitrator's decision in confidential settlement negotiations; (d) each party may disclose as necessary to professional advisors that are subject to a strict duty of confidentiality; and (e) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

13.5 Conflict of Rules.

In the case of a conflict between the provisions of this Section 13 and the AAA Rules, the provisions of this Section 13 will prevail.

13.6 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.7 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

14. Modifications to this Agreement.

Stripe may modify all or any part of this Agreement at any time by posting a revised version of the modified General Terms (including the introduction to this Agreement and the Definitions), Services Terms or terms incorporated by reference on the Stripe Legal Page or by notifying you. The modified Agreement is effective upon posting or, if Stripe notifies you, as stated in the notice. By continuing to use Services after the effective date of any modification to this Agreement, you agree to be bound by the modified Agreement. It is your responsibility to check the Stripe Legal Page regularly for modifications to this Agreement. Stripe last modified these General Terms on the date listed under the "General Terms" heading, and each set of Services Terms on the date listed under the heading for those terms. Except as this Agreement (including in this Section 14) otherwise allows, this Agreement may not be modified except in a writing signed by the parties.

15. General Provisions.

15.1 Electronic Communications.

By accepting this Agreement or using any Service, you consent to electronic communications as described in the E-SIGN Disclosure, which is incorporated into this Agreement by this reference.

15.2 Notices and Communications.

(a) Notices to Stripe. Unless this Agreement states otherwise, for notices to Stripe, you must contact us. A notice you send to Stripe is deemed to be received when Stripe receives it.

(b) Communications to you. In addition to sending you a Communication electronically as Section 15.1 of these General Terms describes, Stripe may send you Communications by physical mail or delivery service to the postal address listed in the applicable Stripe Account. A Communication Stripe sends to you is deemed received by you on the earliest of (i) when posted to the Stripe Website or Stripe Dashboard; (ii) when sent by text message or email; and (iii) three business days after being sent by physical mail or when delivered, if sent by delivery service.

15.3 Legal Process.

Stripe may respond to and comply with any Legal Process that Stripe believes to be valid. Stripe may deliver or hold any funds or, subject to the terms of Stripe's Privacy Policy, any data as required under the Legal Process, even if you are receiving funds or data on behalf of other parties. Where Law permits, Stripe will notify you of the Legal Process by sending a copy to the email address in the applicable Stripe Account. Stripe is not responsible for any losses, whether direct or indirect, that you may incur as a result of Stripe's response or compliance with a Legal Process in accordance with this Section 15.3.

15.4 Collection Costs.

You are liable for all costs Stripe incurs during collection of any amounts you owe under this Agreement, in addition to the amounts you owe. Collection costs may include attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related cost.

15.5 Interpretation.

(a) No provision of this Agreement will be construed against any party on the basis of that party being the drafter.

(b) References to "includes" or "including" not followed by "only" or a similar word mean "includes, without limitation" and "including, without limitation," respectively.

(c) Except where expressly stated otherwise in a writing executed between you and Stripe, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services.

(d) All references in this Agreement to any terms, documents, Law or Financial Services Terms are to those items as they may be amended, supplemented or replaced from time to time. All references to APIs and URLs are references to those APIs and URLs as they may be updated or replaced.

(e) The section headings of this Agreement are for convenience only, and have no interpretive value.

(f) Unless expressly stated otherwise, any consent or approval that may be given by a party (i) is only effective if given in writing and in advance; and (ii) may be given or withheld in the party's sole and absolute discretion.

(g) References to "business days" means weekdays on which banks are generally open for business. Unless specified as business days, all references in this Agreement to days, months or years mean calendar days, calendar months or calendar years.

(h) Unless expressly stated to the contrary, when a party makes a decision or determination under this Agreement, that party has the right to use its sole discretion in making that decision or determination.

(i) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

15.6 Waivers.

To be effective, a waiver must be in a writing signed by the waiving party. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

15.7 Force Majeure.

Stripe and its Affiliates will not be liable for any losses, damages, or costs you suffer, or delays in a Stripe Entity's performance or non-performance, to the extent caused by a Force Majeure Event.

15.8 Assignment.

You may not assign or transfer any obligation or benefit under this Agreement without Stripe's consent. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. If you wish to assign this Agreement, please contact us. Stripe may, without your consent, freely assign and transfer this Agreement, including any of its rights or obligations under this Agreement. This

Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

15.9 Export Control.

You must not use or otherwise export, re-export or transfer the Stripe Technology except as authorized by United States law and the laws of the jurisdiction(s) in which the Stripe Technology was distributed and obtained, including by providing access to Stripe Technology (a) to any individual or entity ordinarily resident in a High-Risk Jurisdiction; or (b) to any High-Risk Person. By using the Stripe Technology, you represent as of the Effective Date and warrant during the Term that you are not (x) located in or organized under the laws of any High-Risk Jurisdiction; (y) a High-Risk Person; or (z) owned 50% or more, or controlled, by individuals and entities (i) located in or, as applicable, organized under the laws of any High-Risk Jurisdiction; or (ii) any of whom or which is a High-Risk Person. You must not use the Stripe Technology for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

15.10 No Agency.

Each party to this Agreement, and each Financial Partner, is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, or general agency relationship between Stripe and you, or with any Financial Partner. If this Agreement expressly establishes an agency relationship between you as principal and a Stripe Entity as agent, the agency conferred, including your rights as principal and a Stripe Entity's obligations as agent, is limited strictly to the stated appointment and purpose and implies no duty to you, or a Stripe Entity, and will in no event establish an agency relationship for tax purposes.

15.11 Severability.

If any court or Governmental Authority determines a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present, and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

15.12 Cumulative Rights; Injunctions.

The rights and remedies of the parties under this Agreement are cumulative, and each party may exercise any of its rights and enforce any of its remedies under this Agreement, along with all other rights and remedies available to it at law, in equity or under the Financial Services Terms. Any material breach by a party of Section 7 or Section 8 of these General Terms could cause the non-breaching party irreparable harm for which the non-breaching party has no adequate remedies at law. Accordingly, the non-breaching party is entitled to seek specific performance or injunctive relief for the breach.

15.13 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.

Definitions

“AAA Rules” means the American Arbitration Association’s Commercial Arbitration Rules as described in Section 13.2(b) of the General Terms.

“ACH Network” means the automated clearinghouse payment network that the member organizations of Nacha control and manage.

“Acquirer Terms” means the terms that a Payment Method Acquirer has specified that apply to that Payment Method Acquirer’s services, located on or accessible from the Stripe Legal Page.

“Activity” means any action taken on or related to a Connected Account's Stripe account that a Stripe Connect Platform or a Connected Account initiates, submits or performs, either through the Stripe Technology or through the Stripe Connect Services, including communication regarding the Services as related to that Connected Account.

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

“Apps on Devices” means the application management and distribution service and developer tools provided by Stripe that enable you to deploy Stripe Apps on Stripe Terminal Products.

“Authorized Purpose” means the purpose approved by Stripe under Section 2.1 of the Stripe Financial Connections Terms for which you may collect, use, disclose and process Connections Data.

“Available Treasury Balance” means the amount of funds that is available to be transferred or paid out of a Financial Account.

“Beneficiary” means a business entity (i.e., not a natural person) that is an intended beneficiary of a Retirement or Retirement Services.

“Beta” means “proof of concept,” “beta,” “pilot,” “invite only” or similar designation.

“Beta Service” means any Beta portion of the Services or Stripe Technology.

“Carbon Removal Unit,” or “CRU,” means a specified amount of carbon dioxide removed from the atmosphere that is acquired via Offtake Agreements. CRUs may be either a full or a partial ton.

“Card” has the meaning given to it in the applicable Issuing Bank Terms.

“Card Network” means a payment card network, including the network operated by each of Visa, Mastercard, American Express and Discover.

“Card Network Rules” means the Payment Method Rules published by a Card Network.

“Card Transaction” has the meaning given in the applicable Issuing Bank Terms.

“CCPA” means California Consumer Privacy Act of 2018, Cal. Civ. Code Sections 1798.100-1798.199.

“Change of Control” means (a) an event in which any third party or group acting together, directly or indirectly, acquires or becomes the beneficial owner of, more than 50% of a party’s voting securities or interests; (b) a party’s merger with one or more third parties; (c) a party’s sale, lease, transfer or other disposal of all or substantially all of its assets; or (d) entering into of any transaction or arrangement that would have the same or similar effect as a transaction referred to in the foregoing (a)-(c); but, does not include an initial public offering or listing.

“Claim” means any claim, demand, government investigation or legal proceeding made or brought by a third party.

“Climate API” means the application programming interfaces that facilitate your selection of Retirement Services and any associated CRUs, and the sample code, instructions, requirements, and other guidelines as described in the Documentation.

“Climate Project” means a climate project that Stripe funds.

“Communication” means any written or electronic transmission of information or communication, including a notice, approval, consent, authorization, agreement, disclosure or instruction.

“Connected Account” means (a) a Platform User that has a Stripe account onboarded to a Stripe Connect Platform via the Stripe Connect Services; or (b) a Payout Recipient.

“Connected Account Agreement” means the agreement with Stripe that applies to Connected Accounts (except Payout Recipients), which is accessible on the Stripe Legal Page for the Connected Account's jurisdiction.

“Connected Account Data” means data about Connected Accounts and Activity, which may include Protected Data and Stripe Data.

“Connections Data” means data associated with a Connections End User’s financial account that Stripe provides to you through the Stripe Financial Connections Services, which may include account and routing numbers, account ownership information, account balance, and account transactions, from Data Sources.

“Connections End User” means an End User whose Connections Data you request to access, collect, use, and process in connection with the Stripe Financial Connections Services.

“Content” means all text, images, and other content that Stripe does not provide to you and that you upload, publish or use in connection with the Services.

“Control” means direct or indirect ownership of more than 50% of the voting power or equity in an entity.

“Credential Compromise” means an unauthorized access, disclosure or use of your Stripe Account credentials, which includes Stripe API keys.

“Custodial Account” means a custodial account that SPC maintains, in its name, at the Treasury Bank, for the benefit of all accountholders using the Stripe Treasury Services.

“Custom Account” means a Connected Account enrolled as a Custom account, as described in the Documentation.

“Customer” means an entity or individual who owes payment to you in exchange for you providing goods or services (including charitable services).

“Cut-Off Time” means the time on a business day by which SPC must receive an instruction or Financial Account Transaction request from a Stripe Treasury Accountholder in order to process that instruction or request on the same day.

“Data Source” means an entity that provides financial account information to Stripe.

“Data Processing Agreement” means the data processing agreement located at www.stripe.com/legal/dpa.

“Data Warehouse” means a data storage solution listed on the Stripe Website that you select.

“Dispute” means an instruction a Customer initiates to reverse or invalidate a processed Transaction (including “chargebacks” and “disputes” as those terms may be used by Payment Method Providers).

“Disputes API Form” means an electronic form that enables you and your Connected Accounts to submit Card Transaction disputes to Stripe.

“Documentation” means the sample code, instructions, requirements and other documentation (a) available on the Stripe Website, the first page of which is located at www.stripe.com/docs; and (b) included in the Stripe SDKs.

“DP Law” has the meaning given to it in the Data Processing Agreement.

“Due Diligence Requirements” means requirements imposed by Law that govern, are related to, or are similar to Anti-Money Laundering (AML), Know Your Customer (KYC), Know Your Business (KYB) and Customer Due Diligence (CDD).

“End User” has the meaning given to it in Stripe’s Privacy Policy.

“End User Rights” means the data privacy rights afforded to End Users under DP Law.

“End User Service” has the meaning given to it in the Stripe End User Terms.

“Entry” has the meaning given to it in the Nacha Operating Rules.

“ERISA” means the Employee Retirement Income Security Act of 1974, 29 U.S.C. Chapt. 18.

“Express Account” means a Connected Account enrolled as an Express account, as described in the Documentation.

“Express Consent” means a Connections End User’s express, informed opt-in consent to your collection, use, disclosure, and processing of that Connections End User’s Connections Data for the Authorized Purpose.

“Express Consent UI” means the user interface, including the text and consent mechanism included on that user interface, through which you obtain Express Consents.

“FCRA” means Fair Credit Reporting Act, 15 U.S.C. Section 1681, et seq. and Equal Credit Opportunity Act, 15 U.S.C. Section 1681, et seq.

“FDIC” means Federal Deposit Insurance Corporation.

“FDIC Insurance” means deposit insurance that covers certain types of accounts at FDIC-insured banks.

“Feedback” means ideas, suggestions, comments, observations and other input you provide to Stripe regarding Stripe services and the Stripe Technology.

“Fees” means the fees applicable to the Services.

“Financial Account” means the virtual prepaid access account that SPC or its Affiliates creates for a Stripe Treasury Accountholder as part of the Stripe Treasury Services.

“Financial Account Transaction” means an Entry or other transaction in a Financial Account that adds to or subtracts from the Available Treasury Balance.

“Financial Institution” has the meaning given to it in the GLBA.

“Financial Partner” means a third party or an Affiliate of Stripe that provides financial services and with which a Stripe Entity interacts to provide the Services.

“Financial Services Terms” means (a) the rules and terms a Financial Partner specifies that apply to that entity’s services; and (b) the PCI Standards.

“Force Majeure Event” means an event beyond the control of a Stripe Entity, including (a) a strike or other labor dispute or labor shortage, stoppage or slowdown; (b) supply chain disruption; (c) embargo or blockade; (d) telecommunication breakdown, power outage or shortage; (e) inadequate transportation service or inability or delay in obtaining adequate supplies; (f) weather, earthquake, fire, flood, natural disaster or act of God; (g) riot, civil disorder, war, invasion, hostility (whether war is declared or not) or terrorism threat or act; (h) civil or government calamity; (i) epidemic, pandemic, state, national or international health crisis; and (j) Law or act of a Governmental Authority.

“Frontier Marketing Collateral” means the marketing and promotional materials and other ancillary documents developed for the purpose of promoting Stripe Climate Orders.

“Frontier Webpage” means <https://www.frontierclimate.com>, as updated from time to time.

“GDPR” means General Data Protection Regulation (EU) 2016/679.

“GLBA” means Gramm-Leach Bliley Act, 15 U.S.C. Sections 6802-6809.

“Governmental Authority” means a regulator or other governmental agency or entity with jurisdiction over the Services, Stripe or you, as applicable.

“High-Risk Jurisdiction” means any jurisdiction or administrative region that Stripe has deemed to be of particularly high risk, as identified on the Stripe Restricted Business List.

“High-Risk Person” means any individual or entity that Stripe has deemed to be of particularly high risk, as identified on the Stripe Restricted Business List.

“Hold” means a restriction on the availability of funds in a Financial Account that a Stripe Entity places as a result of delayed funds availability, Legal Process or other reason.

“ID Image” means an image of an individual submitted through the Stripe Identity Services, including an image captured from an individual’s identification document.

“Insolvency Proceeding” means the occurrence of any of the following (or any analogous procedure or step):

(a) as defined by Law, you are unable (or deemed to be unable) to pay your debts;

(b) you are the subject of a petition, resolution, order or any other step in relation to winding up, bankruptcy or equivalent proceedings;

(c) you stop, or threaten to stop, carrying on all or part of your business (except for the purposes of an amalgamation, reconstruction or reorganization);

(d) you enter into a compulsory or voluntary liquidation, or a liquidator is appointed in relation to you or any of your assets;

(e) you are the subject of a petition for an administration order or an application for such an order, or a notice of intention to appoint an administrator to you is given, or any other step is taken by any individual or entity with a view to the administration of you under Law;

(f) a moratorium is agreed or declared with respect to all or part of your debts;

(g) you enter, or propose to enter, into any compromise or arrangement of your debts with or for the benefit of some or all of your creditors generally, or in respect of a particular type of your debts;

(h) you begin proceedings or negotiations, or propose or agree, to reschedule, readjust or defer your debts;

(i) a liquidator, receiver, administrative receiver, administrator, manager or other similar officer is appointed in respect of the whole or any part of your assets;

(j) an enforcement of any security over, or an execution, attachment, lien, levy, distress or similar procedure is levied against, any of your assets;

(k) any legal proceeding, corporate action or other procedure or step is taken in connection with appointing an administrator, administrative receiver, receiver, liquidator, manager, trustee in bankruptcy or other similar officer in relation to you or any of your assets; or

(l) where any User Entity or shareholder of a User Entity is subject to any of the events listed in this definition.

“IP Claim” means a Claim made against you by a third party alleging that the Stripe Technology, Services or a Stripe Mark provided to and used by you in accordance with this Agreement infringes or misappropriates the IP Rights of the third party making the Claim, excluding Claims made by Connected Accounts.

“IP Claim Losses” means (a) all amounts finally awarded to the third party making an IP Claim; and (b) all amounts paid to a third party to settle an IP Claim under an agreement approved by Stripe.

“IP Rights” means all copyrights, patents, trademarks, service marks, trade secrets, moral rights and other intellectual property rights.

“IRS” means Internal Revenue Service.

“IRS Code” means Internal Revenue Code, 26 U.S.C. Title 26.

"Issuing Authorized User" has the meaning given to it in the applicable Issuing Bank Terms.

“Issuing Bank” means the Financial Partner, identified in the Issuing Bank Terms for the applicable Stripe Issuing Program, that issues a Card.

“Issuing Bank Terms” means the applicable Issuing Bank’s Financial Services Terms that govern your participation in the applicable Stripe Issuing Program.

“Issuing Complaint” means any expression of dissatisfaction with a product, service, policy, or employee related to a Stripe Issuing Program.

“Law” means all applicable laws, rules, regulations and other binding requirements of any Governmental Authority.

“Legal Process” means a writ of attachment, lien, levy, subpoena, warrant, or other legal order.

“Mark” means a trademark, service mark, design mark, logo or stylized script.

“Merchant Initiated Transaction” means a Transaction or a series of Transactions that you initiate according to an authorization (i.e., mandate) that you receive from a Customer that authorizes you to initiate the Transaction(s) on the agreed terms, without requiring the Customer to take any further action to trigger their initiation by you.

“MOTO Transaction” means a Transaction that you initiate through a mail order or over the telephone.

“Multi-Currency Processing” means the ability to have funds settled to a User Bank Account in a currency different from the one in which you accepted payment from a Customer.

“Nacha” means the National Automated Clearinghouse Association.

“Nacha Operating Rules” means the rules Nacha publishes that govern automated clearing house transactions on the ACH Network, located at www.nachaoperatingrulesonline.org.

“Offtake Agreement” means a legally binding contract to buy future tons of carbon dioxide removal at an agreed price if and when delivered.

“On-Reader Forms” means functionality that allows you to display pre-built user interfaces on Stripe Terminal Product reader device screens that may be used to (a) display customized text to your Customers, (b) solicit Customer selection from buttons displaying customized text, or (c) collect and store Customer input text information and signature images.

“Originator” has the meaning given to it in the Nacha Operating Rules.

“Paris Agreement” means the Paris Agreement to the United Nations Framework Convention on Climate Change, U.N. Doc. FCCC/CP/2015/L.9/Rev/1 (Dec. 12, 2015).

“Payment Account Details” means the Payment Method account details for a Customer that the PCI Standards require to be protected, which may include the Customer’s name, and with respect to credit and debit cards, the Customer’s account number, card expiration date, and card verification value or similar security code.

“Payment Method” means a payment method that Stripe accepts as part of the Stripe Payments Services (e.g., a Visa credit card, Klarna).

“Payment Method Acquirer” means an entity that a Payment Method Provider has authorized to (a) sponsor or submit Transactions at the request of merchants to the Payment Method Provider for authorization and clearing; and (b) receive and remit settlement funds for authorized and cleared Transactions.

“Payment Method Provider” means the provider of a Payment Method (e.g., Visa Inc., Klarna Bank AB).

“Payment Method Rules” means the publicly available guidelines, bylaws, rules and regulations a Payment Method Provider imposes that describe how a Payment Method may be accepted and used.

“Payment Method Terms” means terms that apply to your acceptance and use of a Payment Method, located on or accessible from the Stripe Website, including on the Stripe Legal Page, and which as of the Effective Date are described on that page as “Payment Method Terms.”

“Payout Delay” means a delay to the Payout Schedule caused by (a) the unavailability of a Financial Partner, Governmental Authority, telecommunications provider or internet service provider; (b) incorrect information, such as a bank account number, provided to Stripe; (c) your equipment, software, or other technology; (d) a delay or failure of a Financial Partner to settle a Transaction to Stripe, including as a result of a Financial Partner’s default, insolvency, or bankruptcy; or (e) a Force Majeure Event.

“Payout Recipient” means a third-party recipient to which Stripe enables you to make payouts via the Stripe Connect Services.

“Payout Schedule” means the schedule available in the Stripe Dashboard that shows the number of business days following the Transaction date that it takes for Stripe to initiate transfer of Transaction settlement funds to a User Bank Account.

“PCI-DSS” means the Payment Card Industry Data Security Standards.

“PCI Standards” means PCI-DSS and Payment Card Industry Software Security Framework (PCI-SSF), including successor standards (if any).

“Personal Data” means any information relating to an identifiable natural person that is Processed (as defined in the Data Processing Agreement) in connection with the Services, and includes “personal data” as defined in the GDPR and “personal information” as defined in the CCPA.

“Platform Provider” means the platform that gives you access to the Stripe Issuing Program (if you are a Connected Account or if you otherwise access the Stripe Issuing Program through a platform).

“Platform Provider Agreement” means, collectively, the agreements that a Stripe Connect Platform has with its Connected Accounts.

“Platform Services” means the products and services that Platform Users receive from a Stripe Connect Platform, regardless of whether fees are charged (e.g., web development, customer support or hosting services).

“Platform User” means, where you are acting as a Stripe Connect Platform, a user of your platform.

“Pooled Account” means a pooled account to which Transaction settlement funds are credited.

“Principal Owner” means, with respect to a legal entity, an individual who directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns at least 25% of the equity interests of the legal entity.

“Privacy Policy” means any or all of a publicly posted privacy policy, privacy notice, data policy, cookies policy, cookies notice or other similar public policy or public notice that addresses a party’s Personal Data practices and commitments.

“Professional Services Data Sheet” means the document referenced in the Professional Services Order Form containing a detailed description of the Stripe Professional Services.

“Professional Services Expenses” means costs and expenses Stripe and its subcontractors incur in connection with the delivery of the Stripe Professional Services.

“Professional Services Fees” means the fees for the Stripe Professional Services stated in a Professional Services Order Form.

“Professional Services Order Form” means an order form for Stripe Professional Services executed between you and Stripe.

“Protected Data” means (a) all User Information that you provide to Stripe; and (b) any Personal Data that Stripe uses when acting as a “Data Processor” (as defined in the Data Processing Agreement) when providing the Services.

“Purchaser” means users that purchase Retirement Services.

“Radar Score” means a numerical risk score or level associated with a Transaction or other related activity that the Stripe Radar Services provides.

“Refund” means an instruction you initiate to provide a full or partial return of funds to a Customer for a processed Transaction.

“Registry” means any carbon offset registry or system that tracks the Retirement of a CRU.

“Representative” means an individual submitting your application for a Stripe Account.

“Reserve” means funds described as such by Stripe, which Stripe holds as security against liabilities you incur under this Agreement.

“Restricted Business” means any category of business or business practice for which a Service cannot be used, as identified on the Stripe Restricted Business List (located on the Stripe Website) for the applicable Service and jurisdiction of your Stripe Account.

“Retire” or “Retirement” means the permanent removal of a specified CRU from all applicable carbon markets. Retirement may be further governed by the rules of a Registry.

“Retirement Services” means all actions taken to Retire a CRU in the selected Retirement Year.

“Retirement Year” means the year you select, either via the Climate API or in the Dashboard, for a CRU to be Retired.

“Reversal” means the reversal of the settlement of funds for a Transaction.

“Selfie Verification” means the verification of an ID Image using biometric identifiers and facial recognition technology.

“Service” means a service Stripe (or its Affiliate, as applicable) makes available to you under this Agreement.

“Services Terms” means terms in this Agreement that apply to particular Stripe services (e.g., Stripe Payments Terms).

“SDP Data” means data Stripe transfers from your Stripe Account to a Data Warehouse.

“SPC” means Stripe Payments Company, which is a Stripe Affiliate.

“Standard Account” means a Connected Account enrolled as a Standard account, as described in the Documentation.

“Stripe Account” means your Stripe account.

“Stripe API” means all instances of the Stripe application programming interfaces, including all endpoints that enable Stripe users to use Stripe services.

“Stripe App” has the meaning given to that term in the Stripe Apps Developer Agreement.

“Stripe Climate Commitment” means a suite of features Stripe provides that are designed to enable you to create and run your own corporate climate program.

“Stripe Climate Commitment Funds” means the amount you choose to voluntarily allocate to Climate Projects through Stripe Climate, as a percentage of your revenue or a flat monthly amount, or another method of calculation Stripe accepts.

“Stripe Climate Orders” means (a) the Retirement Services offered to you; (b) access to the Climate API and the Climate Orders portion of the Dashboard; (c) access to the Frontier Marketing Collateral; and (d) all other services provided by Frontier and its Affiliates to facilitate the purchase or the provision of, as applicable, the foregoing, including the integration with the payment processing services provided by Stripe.

“Stripe Connect Platform” means a platform provider that uses the Stripe Connect Services.

“Stripe Connect Services” means (a) if you are a Stripe Connect Platform, the Services that enable you to create and manage Stripe accounts connected to your platform, as described in the Documentation; or (b) if you are a Connected Account, the Services described in the Connected Account Agreement.

“Stripe Dashboard” means the interactive user interface through which a Stripe user may view information about and manage a Stripe account.

“Stripe Data” means data that you obtain via the Services, including (a) information relating to Stripe API interactions via the Stripe Technology; (b) information Stripe uses for security or fraud prevention; and (c) all aggregated information Stripe generates from the Services.

“Stripe Data Pipeline Services” means the Services that enable Stripe to transfer data from your Stripe Account to the Data Warehouse, as described on the Stripe Website.

“Stripe End User Terms” means the terms that apply to an End User’s use of Stripe’s End User Services located at www.stripe.com/legal/end-users.

“Stripe Entity” means Stripe or any of its Affiliates.

“Stripe Financial Connections Services” means the Services that enable you to verify End User financial accounts and the option to receive Connections Data.

“Stripe Identity Services” means the Services that enable Stripe to collect and verify, and Stripe and you to store, information regarding individuals for the purpose of verifying the identity of those individuals.

“Stripe Identity Services Documentation” means the Documentation, along with other documentation that Stripe makes available to you (including via email and the Stripe Dashboard), relating to the Stripe Identity Services.

“Stripe Issuing Account” means the account an Issuing Bank maintains for a Stripe Issuing Accountholder, and each subaccount to that account.

“Stripe Issuing Accountholder” means a business or organization that has successfully completed the onboarding requirements described in the Stripe Issuing Accountholder Terms and been approved for a Stripe Issuing Account.

“Stripe Issuing Accountholder Services” means Services that Stripe and its Affiliates make available to Stripe Issuing Accountholders, on behalf of Issuing Banks, and related Stripe services, including (a) integration with Issuing Banks; (b) providing Stripe Issuing Accountholders with access to Cards; (c) enabling Stripe Issuing Accountholders to manage Card spend; and (d) other services described in the Stripe Issuing Accountholder Terms.

“Stripe Issuing Administrator” means the individual that a Stripe Issuing Accountholder appoints to manage its participation in the Stripe Issuing Programs.

“Stripe Issuing Platform Services” means the Services that allow you to co-market the Stripe Issuing Accountholder Services to your Platform Users and provide access to the Stripe Issuing Accountholder Services to Stripe Issuing Accountholders.

“Stripe Issuing Program” means Card issuing services that the applicable Issuing Bank provides under the applicable Issuing Bank Terms, together with the Stripe Issuing Accountholder Services.

“Stripe Issuing Program Guidelines” means all product design, marketing, compliance, reporting, and other guidelines and requirements Stripe and the applicable Issuing Banks establish related to the Stripe Issuing Services, as updated from time to time.

“Stripe Issuing Program Territory” means the Territory, as that term is defined in the applicable Issuing Bank Terms.

“Stripe Legal Page” means [www.stripe.com/\[countrycode\]/legal](http://www.stripe.com/[countrycode]/legal), where “[countrycode]” means the two-letter abbreviation for the country where a Stripe Account is located.

“Stripe Losses” means all amounts awarded to the third party making a Claim, and all penalties, fines, and third-party costs (including legal fees) paid by the Stripe Parties.

“Stripe Parties” means Stripe Group, and the directors, employees and agents of each Stripe Entity.

“Stripe Payments Services” means the Services that enable you to accept and refund Customer payments, perform related financial transactions, and manage Customer disputes.

“Stripe Pricing Page” means [www.stripe.com/\[countrycode\]/pricing](http://www.stripe.com/[countrycode]/pricing), where “[countrycode]” means the two-letter abbreviation for the country where a Stripe Account is located.

“Stripe Professional Services” means the advisory and consulting services provided by Stripe or its subcontractors as described on the Professional Services Order Form, Professional Services Data Sheet and Stripe Website.

“Stripe Radar Data” means the Radar Scores and other data you receive through the Stripe Radar Services.

“Stripe Radar Services” means the Services that are designed to enable you to detect and evaluate the risk that a Transaction or other related activity is fraudulent.

“Stripe Recipient Notice” means the notice containing relevant information for Payout Recipients, which is accessible in the Documentation for the Payout Recipient’s jurisdiction.

“Stripe SDK” means a software development kit listed on www.github.com/stripe.

“Stripe Tax Data” means data and reporting you receive through the Stripe Tax Services.

“Stripe Tax Services” means the Services that are designed to enable you to determine and calculate the amount, if any, of certain Taxes due in connection with your sale of goods or provision of services to Customers.

“Stripe Technology” means all hardware, software (including software in the Stripe SDKs), application programming interfaces (including the Stripe API), user interfaces (including the Stripe Dashboard), and other technology that Stripe uses to provide and make available the Stripe services.

“Stripe Terminal Documentation” means the Documentation, along with other documentation that Stripe makes available to you (including via email), relating to the Stripe Terminal Services, Stripe Terminal Software or Stripe Terminal Products.

“Stripe Terminal Product” means a device, instrument, piece of equipment or other hardware that (a) a Stripe Entity or a third-party distributor or reseller authorized by a Stripe Entity supplies to you, which may be a physical Point of Sale (POS) device, accessory, component, or spare part, and the Terminal Device Software installed on that hardware product; or (b) Stripe approves for use to access the Stripe Terminal Services or the Stripe Technology, or to operate the Stripe Terminal Software.

“Stripe Terminal Services” means the Stripe Payments Services for Transactions processed using a Stripe Terminal Product, together with related services and features as described in the Stripe Terminal Documentation and on the Stripe Website.

“Stripe Terminal Software” means the Terminal Device Software and Terminal SDK.

“Stripe Treasury Accountholder” means a Connected Account, or Stripe Connect Platform using the Stripe Treasury Services for your own business purpose, who has successfully completed the onboarding requirements described in the Stripe Treasury Platform Terms.

“Stripe Treasury Account Information” means Personal Data or business information that a Stripe Connect Platform provides on behalf of its Connected Accounts to enable Stripe and its Affiliates to (a) determine the Connected Accounts’ eligibility to access the Stripe Treasury Services; (b) make the Stripe Treasury Services available to Stripe Treasury Accountholders; and (c) fulfill their responsibilities to applicable Treasury Banks and Treasury Transfer Networks.

“Stripe Treasury Dashboard” means a user interface a Stripe Connect Platform provides that enables a Stripe Treasury Accountholder to manage its Financial Account.

“Stripe Treasury Product Guidelines” means all product design, marketing, compliance, reporting and other guidelines and requirements established by a Stripe Entity or the applicable Treasury Banks from time to time in connection with the Stripe Treasury Services.

“Stripe Treasury Services” means the Services that enable a Stripe Treasury Accountholder to create and maintain a Financial Account where the Stripe Treasury Accountholder can (a) store, spend, and manage funds; and (b) make electronic payments and funds transfers to and from that account.

“Stripe Treasury Territory” means the United States and Puerto Rico.

“Stripe Website” means www.stripe.com.

“Tax” or “Taxes” means any applicable taxes and duties imposed by any Governmental Authority, including sales and use tax, excise tax, gross receipts tax, value-added tax (VAT), goods and services tax (GST) (or equivalent transaction taxes) and withholding tax.

“Tax Information Report” means a required tax information return or report, including IRS Form 1099, IRS Form 1042-S, or any other similar form.

“Terminal Device EULA” means the Terminal Device Software License Agreement for end users, the terms of which are incorporated into this Agreement by this reference.

“Terminal Device Software” has the meaning given to it in the Terminal Device EULA.

“Terminal Purchase Terms” means the agreement under which a Stripe Entity supplies the Stripe Terminal Products that you are using.

“Terminal SDK” means the software code that is Stripe Technology and is distributed under the MIT license, test environment, and associated documentation, as described in the Stripe Terminal

Documentation and which Stripe makes available at <https://github.com/stripe>, including iOS, Android and JavaScript versions, and including all Updates.

“Third-Party Service” means a service, product, or promotion provided by a third party that utilizes, integrates with or is ancillary to the Services.

“Transaction” means a Payment Method transaction request initiated via the Stripe Technology through which Stripe is directed to capture funds for or from a payer’s associated account with respect to a payment from a Customer to you, and includes the authorization, settlement and if applicable, Disputes, Refunds and Reversals with respect to that Payment Method transaction request.

"Treasury Authorized User" means an individual that a Stripe Treasury Accountholder authorizes to use the Stripe Treasury Services.

“Treasury Bank” means a bank insured by the Federal Deposit Insurance Corporation through which a Stripe Entity holds Stripe Treasury Accountholder funds.

“Treasury Regulatory Requirements” means Law, the rules of the Treasury Transfer Networks and the PCI Standards.

“Treasury Transfer Networks” means the electronic funds transfer networks the Stripe Treasury Services uses, including the ACH Network, credit card networks, and debit card networks.

“Update” means a modification, feature enhancement or update to the Services or Stripe Technology that requires you to take some action, which may include changing your implementation of the Services or Stripe Technology.

“User Affiliate Reserve” means funds described as a reserve by Stripe, which a Stripe Entity holds as security against liabilities that any User Entity incurs under its agreement with a Stripe Entity.

“User Bank Account” means a bank or other financial institution account you identify to Stripe.

“User Compliance Information” means information about you that Stripe requires to comply with Law, and Governmental Authority and Financial Partner requirements, and may include information (including Personal Data) about your representatives, beneficial owners, principals and other individuals associated with you or your Stripe Account.

“User Financial Information” means (a) information about you that Stripe requires to assess your business and financial condition and outstanding credit exposure, including financial statements (and, where applicable, unaudited management accounts including a profit and loss account, balance sheet and cash-flow statement) and supporting documentation (including bank statements); (b) information and supporting documentation to enable Stripe to calculate your risk of loss; and (c) all other information Stripe requests to assess your risk and ability to perform your obligations under this Agreement.

“User Group” means (a) you; (b) any entity or individual that Stripe reasonably determines is associated with you; and (c) each of your and their Affiliates that has entered into an agreement with a Stripe Entity under which a Stripe Entity provides services.

“User Entity” means an individual or entity that is part of the User Group (including you).

“User Information” means User Compliance Information and User Financial Information.

“User Materials” means (a) all Mark or other materials that you or a Stripe Issuing Accountholder wish to place on Cards; or (b) all other materials that you provide to Stripe for the purposes of the Stripe Issuing Programs.

“User Party” means you, your Affiliate, or a director, employee or agent of you or your Affiliate.

“Verifiable Individual” means an individual whose Verification Data is submitted through the Stripe Identity Services.

“Verification Data” means all data, information, photos, ID Images, and documents (including copies of documents) submitted through the Stripe Identity Services.

Services Terms

Stripe Payments

RESOLUTION NO. 2024- _____

Re: Adoption of amendments to the Chelan County Comprehensive Plan Map designations and amendments to the City of Leavenworth Development Regulations for its Urban Growth Area (ZTA 22-419), more specifically adoption of Ordinances 1627, 1650 and 1651

WHEREAS, Chelan County and the City of Leavenworth have signed a Memorandum of Understanding dated July 8, 1997, which states that the County shall adopt the land use regulations, development regulations, and land use designations of the City of Leavenworth for its Urban Growth Area; and,

WHEREAS, Chelan County and the City of Leavenworth have adopted Comprehensive Plans per the requirements of RCW 36.70A.040(4)(d), the Growth Management Act; and,

WHEREAS, RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the County-Wide Planning Policies; and,

WHEREAS, the Growth Management Act requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city’s comprehensive plan must be coordinated and consistent with “other counties or cities with which the county or city has, in part, common border or related regional issues”; and,

WHEREAS, Chelan County Community Development acting as lead agency, issued a Determination of Non-Significance on October 12, 2022, which related to all amendments included for adoption. The requirements of RCW 43.21 C, the State Environmental Policy Act and WAC 197-11 have been satisfied; and,

WHEREAS, the City of Leavenworth sent notices to the Department of Commerce for 60-day review prior to Leavenworth City Council adoption, consistent with RCW 36.70A.106; and,

WHEREAS, reviewing agencies and the general public were given an opportunity to comment on the proposed amendments through the City of Leavenworth public hearings and adoption of Ordinances 1627, 1650 and 1651; and,

WHEREAS, Chelan County Code, Title 14, provides review criteria for the consideration for adopting amendments to comprehensive plans, maps and development regulations. Chelan County followed the procedures required for amendments; and,

WHEREAS, The Chelan County Planning Commission held a duly advertised workshop on September 28, 2022 to review and discuss amendments submitted by the City of Leavenworth; and,

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on October 26, 2022, forwarding a recommendation to adopt the proposed amendments. Public testimony was taken and included in the file of record; and

WHEREAS, the Board of County Commissioners conducted duly advertised workshops on December 20, 2022 and January 24, 2023 to review and discuss the proposed amendments; and,

WHEREAS, the Board of County Commissioners conducted a duly advertised public hearing on February 28, 2023, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony; and,

WHEREAS, the Board of County Commissioners approved the adoption of the proposed City of Leavenworth amendments, with the exception of Ordinances 1627, 1650 and 1651 on February 28, 2023, pursuant to Resolution 2023-23; and

WHEREAS, City of Leavenworth Ordinance 1627 created a new District Use Chart, revised definitions and land use regulations; and,

WHEREAS, City of Leavenworth Ordinance 1650 addressed amending the Comprehensive Plan with a land capacity analysis and updated Land Use Designations map within the city limits and Urban Growth Area; and,

WHEREAS, City of Leavenworth Ordinance 1651 addressed the re-designation of all RL10 and RL12 zoning to R8 zoning within the city limits and Urban Growth Area; and,

WHEREAS, the City of Leavenworth appealed to the Growth Management Hearings Board (GMHB), which issued a decision on October 3, 2023 finding the decision to not adopt Ordinances 1627, 1650 and 1651 was inconsistent with the Growth Management Act; and,

WHEREAS, the Board of County Commissioners conducted a duly advertised public hearing, pursuant to the GMHB decision of October 3, 2023, on March 19, 2024 and adopted Ordinance 1651 on the same day with Resolution No. 2024-20.

WHEREAS, the Board of County Commissioners determined that Ordinances 1627 and 1650 should also be adopted in accordance with the GMHB decision of October 3, 2023 and the Memorandum of Understanding of July 8, 1997.

WHEREAS, the Board of County Commissioners conducted a duly advertised public hearing, pursuant to the GMHB decision of October 3, 2023, on April 30, 2024, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County

Commissioners hereby adopts City of Leavenworth Ordinances 1627 and 1650, re-designating all RL 10 and RL12 zoning to R8 zoning, including the official zoning map, the Comprehensive Plan designations and updating the District Use Chart demonstrating such.

BE IT FURTHER RESOLVED that Resolution No. 2024-20 adopting Ordinance 1651 of March 19, 2024 is hereby incorporated in this Resolution in full, and is still in full force and effect.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after June 30, 2024.

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 30th day of April, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

Kevin Overbay, Chairman

Shon Smith, Commissioner

ATTEST: Anabel Torres

Clerk of the Board

Tiffany Gering, Commissioner