KC-468-25-A
AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

This Amendment ("Amendment") to the Professional Services Contract is between Kitsap County, a Washington state municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, and City of Seattle, a municipal corporation, with its principal offices at 700 Fifth Avenue, Suite 4000, Seattle, WA 98104.

The parties executed Professional Services Contract KC-468-25 effective November 1, 2025, which the parties desire to amend KC-468-25 subject to the terms and conditions of the Amendment.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Term. This Amendment extends the Contract expiration date to October 31, 2029.

2. Compensation. This Amendment increases the authorized total compensation amount by $160,500 plus applicable sales tax, for the additional term.

3. Effective Date. This Amendment shall be effective upon execution.

4. Insurance. If this Amendment extends the expiration date of the Contract, the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect from the Effective Date through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, WA 98366. Per Contract Paragraph 6.13, provision of a current Attachment C complies with this paragraph.

5. Precedence. In the event of any conflict or inconsistency between the provisions of this Amendment and the Contract, including any prior amendments, the provisions of this Amendment shall prevail.

6. Terms Unchanged. Except as expressly provided in this Amendment, all other terms and conditions of the Contract, including any prior amendments, remain unchanged and in full force and effect.

7. Counterparts/Electronic Signature. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and duplicate originals.

8. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to enter into this Amendment on behalf of the party for whom they sign, and that no further action or approvals are necessary before execution of this Amendment.

Dated this 20 day of October, 2026

CONTRACTOR

SIGNATURE

Ryan Vancil

NAME

Hearing Examiner

TITLE

Dated this 12 day of October 2026

KITSAP COUNTY, WASHINGTON

ORAN ROOT, Chair

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

Christina Rolfes

CHRISTINA ROLFES, Commissioner

ATTEST:

Tabatha Hoesch, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

ATTACHMENT A

CONTRACT NO. KC-468-25
Professional Services Contract

This Professional Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and City of Seattle, Office of Hearing Examiner, a municipal corporation, having its principal offices at 700 Fifth Avenue, Suite 4000, Seattle, WA 98104. ("Contractor").

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

1.1 The Contract will become effective 11/1/2025 and terminate 10/31/2026 unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of 3 years. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES

2.1. Scope of Work. The Contractor shall provide all "Services" identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.

2.2. Contract. "Contract" means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and the following Attachments A (Scope of Work), B (Compensation), Attachments C (City of Seattle Self Insurance Program Letter) all of which are attached hereto and incorporated in full by reference.

2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. "Personnel" means Contractor and Contractor's employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.

2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the parties.

2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

2.6.

SECTION 3. COMPENSATION AND PAYMENT

3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed $53,500.00. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.

3.2. Invoice. The Contractor will submit one invoice to the County monthly, no later than the 15th day following the end of each month, for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.

3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.

3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.

3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

3.6. Certification. By signing this Contract, the parties certify that each understands that this Contract is funded in whole or part with ARPA Funds and subject to all ARPA Rules, and other laws, and requirements associated with federally funded programs now in effect and as amended, and the parties agree to comply with the same.

SECTION 4. TERMINATION

4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.

4.2. For Funding issues. It is expressly understood by the parties that this Contract has been negotiated and executed in anticipation of receipt of ARPA Funds by the County from the federal government, and that the terms, conditions, and sums payable under this Contract are subject to any changes or limitations which may be required by the terms of the County's agreement with the federal government and all applicable federal law, rules, and regulations. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.

4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.

4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand.

A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

5.1. Except as provided herein, to the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. Where, however, if the parties are determined jointly liable to any claimant or litigant, each party shall bear responsibility for its own defense, including attorney fees and costs, and shall satisfy any judgment or settlement to the extent fault is allocated to such party. Contractor does not assume responsibility for or release Kitsap County from any liability or responsibility arising in whole or part from the existence or effect of Kitsap County's ordinances, code, policies, rules, or regulations ("Codes"). If any cause, claim, or action is commenced in which the enforceability and/or validity of any Kitsap County Codes, including constitutionality, is at issue, Kitsap County shall defend same at its sole cost and expense. If judgment is entered, or damages awarded against Contractor, or against Contractor and Kitsap County jointly, Kitsap County shall promptly satisfy same. Kitsap County is responsible for case disposition following Contractor issuance of a final decision or recommendation by the Contractor.

SECTION 6. INSURANCE

6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

6.2. Professional Liability. Not less than $1,000,000 per claim and $2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.

6.3. Commercial General Liability ("CGL"). Not less than $1,000,000 per occurrence and
$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor

liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.

6.4. Automobile Liability.

X Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

☐ Not less than $100,000 per occurrence and $300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contact, the coverage shall include owned, hired, and non-owned automobiles.

☐ Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

6.5. Umbrella or Excess Liability. The Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000.

6.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self- insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

6.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's

most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

6.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, it's elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self- insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS- 7, Port Orchard, Washington 98366.

6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

6.13. Other. Notwithstanding the foregoing, the parties recognize that the contractor is another governmental entity and self-insured which is detailed in Attachment C. Contractor uses a combination of self-insurance and excess liability which shall be sufficient to address the above requirements.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by

facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name:	Tina Rice
Title:	Assistant Director
Address:	619 Division Street, MS-36, Port Orchard WA 98366
Phone:	360-337-4494
Email:	trice@kitsap.gov

Contractor's Contract Representative

Name:	Ryan Vancil
Title:	Hearing Examiner
Address:	700 Fifth Avenue, Suite 4000, Seattle, WA 98104
Phone:	206-615-1756
Email:	Ryan.Vancil@seattle.gov

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.

8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.

8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.

8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent,

or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.

9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access, except as legally required. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

9.3. Medical Records. If applicable, medical records shall be maintained and preserved by the Contractor in accordance with all applicable laws, including but not limited to RCW 70.41.190, RCW 70.02.160, and standard medical records practice. Contractor shall also be responsible for the proper maintenance and disposal of such medical records.

9.4 Unauthorized Disclosure. Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

9.5 Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a

violation of HIPAA or applicable regulations. Contractor shall read and maintain compliance with all HIPAA requirements at the U.S. Office of Civil Rights website: https://www.hhs.gov/hipaa/index.html.

SECTION 10. REPRESENTATIONS AND RECORDS

10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.

10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.

10.4. Nondiscrimination. In the performance of this Contractor, Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964 (Title

VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94- 135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW

42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.

10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.

10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.

11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.

11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.

11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.

11.5. Right of Off-Set: Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.

11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.

11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

12.1. To the extent applicable, Contractor shall comply with the prevailing wage requirements identified in Attachment C, which is incorporated in full by this reference.

SECTION 14. GENERAL PROVISIONS

14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.

14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.

14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will

be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

14.6. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the federal terms shall prevail.

14.7. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

14.8. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.

14.9. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).

14.10. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.

14.11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute

Dated this 3rd day of Oct., 2025

CITY OF SEATTLE, OFFICE OF HEARING EXAMINER

Signature

Ryan Vancil
Print Name

Hearing Examiner
Title

Dated this 27 day of Oct, 2025

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

NOT PRESENT
CHRISTINE ROLFES, Chair

ORAN ROOT, Commissioner

Katherine T. Walters
KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

ATTACHMENT A

SCOPE OF WORK

The 2nd Hearing Examiner and 2nd deputy hearing examiner shall conduct administrative and quasi-judicial hearings on the following permit applications and permit appeals in accordance with chapters 2.10 and 21.04 of Kitsap County Code (KCC), the Kitsap County Hearing Examiner Rules of Procedure, and applicable laws and regulations, including the requirements of due process and appearance of fairness, and timing requirements in RCW 36.70B. For land use permits within the jurisdiction of unincorporated Kitsap County, the Hearing Examiner shall conduct hearings on the following permit applications and permit appeals:

- Type III and certain Type II land use, subdivision and environmental applications outlined in KCC Titles 12, 16, 17, 19, 20 and 22,
- Chapter 18.04, KCC State Environmental Policy Act (SEPA) Determination appeals; and
- Type I and II Administrative Decision appeals.

The Hearing Examiner is an independent contractor and not an employee of Kitsap County. Regular public hearings will be scheduled on the second and fourth Thursday of each month, between the hours of 9 am and 5pm. Additional hearings may be scheduled by the Department, as necessary. Hearings must be conducted consistent with the requirements of due process and the Appearance of Fairness Doctrine. The Clerk of the Hearing Examiner shall assign hearing examiners to regularly scheduled hearings.

The Examiner shall render decisions on such matters or provide recommendations to the Kitsap County Board of Commissioners consistent with KCC titles 21 and 2. Such decisions shall be clear, defensible written decisions that set forth the applicable law with cogent analysis and citations to the record.

In the future, the Examiner may also hear and render decisions or provide recommendations on public nuisances pursuant to Chapter 9.56 Kitsap County Code at the request of the Department. A contract amendment would be initiated to determine scope of work, process, and fee considerations.

In addition to the review and issuance of decisions, Hearing Examiner duties include:

- Administrative responsibility over Deputy Hearing Examiner and any Pro Tempore Hearing Examiner.
- Production of a written annual report, which shall contain a summary of decisions rendered and recommendations for improving the Hearing Examiner System.
- Pursuant to KCC Title 2 and the Kitsap County Hearing Examiner Rules of Procedure (Resolution 116-2009), the Examiner is required to render decisions or recommendations within 10 business days of the close of the record on each matter. A

copy of the decision must be sent to the Department, shall be in an electronic format, and transmitted via email.

- It may be necessary for the Examiner to visit proposed development sites prior to rendering a decision or recommendation. Mileage is paid on a reimbursement basis at the normal County rate.
- Initiate, recommend, and assist with revisions to the Kitsap County Hearing Examiner Rules of Procedure (Resolution 116-2009) and related KCC Chapter 2.10 related to duties of the Hearing Examiner.

The Hearing Examiner may also provide for deputy Hearing Examiner services. Duties for the Deputy Hearing Examiners include:

- Review and issuance of decisions when the Chief Hearing Examiner is unavailable.
- All the duties and powers of the Chief Hearing Examiner to conduct public hearings and exercise authority to interpret, review and implement land use regulations, hear appeals, and issue decisions or determinations as set forth in this scope of work.
- Be free of improper influences and conflict of interest. Deputy hearing examiners will be held to the same standards as a chief hearing examiner and will be expected to issue timely, well-written, and fair decisions.

Other Requirements:

- The Department utilizes a paperless, online permitting process.
- All permit files, documents, and hearing records are processed and transmitted electronically, including electronic document transfers to the Hearing Examiner.
- The Hearing Examiner must have adequate technology and equipment to receive large volumes of records in electronic form. No paper copies of permit files, hearing records, or submitted exhibits will be provided to the Hearing Examiner from the department.
- Hearings may be held in-person, virtually, or remotely. The Hearing Examiner must have adequate technology and equipment required for successful audio and video connection capabilities.
- The contract will contain a conflict-of-interest statement, and the applicant (including any Deputy Hearing Examiner) shall be prepared to recuse themself from any case where a potential conflict of interest exists.

ATTACHMENT B

COMPENSATION

Fixed Rate Fees (applicable to virtual hearings up to one hour)

A.	Virtual Permit Hearings:	$150 per hearing
B.	Continued Hearings:	No additional charge if total hearing time is less than one hour.
C.	Supplemental Hearings:	Same as regularly scheduled hearings

D. Decisions:

Permit Type	Decision
Conditional Use Permit	$ 500
Conditional Use Permit - Accessory Dwelling Unit	$ 500
Conditional Use Permit - Revision Major	$ 500
Conditional Use Permit - Shoreline	$ 500
Conditional Use Permit - Wireless	$ 500
Preliminary Plat	$ 1,800
Preliminary Plat Amendment - Major Type III	$ 1,800
Final Plat Alteration	$ 1,800
Performance Based Development	$ 1,800
Performance Based Development - Revision Major	$ 1,800
Vacation Plat	$ 1,800
Development Agreement	$ 1,800
Rezone	$ 1,500
Stormwater Variance	$ 1,500
Critical Area Variance - Type III	$ 500
Shoreline Variance Type III	$ 1,500
Zoning Variance - Type III	$ 500
Flood Hazard Area Variance	$ 1,200
Code Enforcement	$ 600

E. Prehearing Conferences: $125 per hearing
F. Orders: $250 up to 90 minutes prep; hourly thereafter
G. SEPA / Administrative Appeals: Hourly

"Hourly" above denotes application of hourly rates from the hourly fee structure below. All permits involving hearings longer than one hour shall be charged hourly instead of fixed. Legal research of court opinions, outside agency administrative decisions and state and federal law charged hourly in addition to fixed rates listed in Section D. Schedule will be adjusted upon contract extension as mutually agreed to make fixed rates reflect hourly rates as accurately as possible.

Hourly Rate Fees (applicable to hearings more than one hour and appeals): $185 per hour

Travel (One hour travel time + IRS mileage rate from Seattle or Bainbridge Island)

ATTACHMENT C

CITY OF SEATTLE SELF INSURANCE PROGRAM LETTER

Seattle
Office of City Finance

January 1, 2025

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

This is to verify the City of Seattle's Liability Insurance Programs for General Liability, Automobile Liability and Worker's Compensation. The City maintains a $10 million per occurrence primary self-insured layer and purchases several layers of excess liability insurance.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred because of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will provide not less than ten (10) days notice.

Please contact me at 206-386-0071 or Travis.Steichen@Seattle.gov if you need additional information.

Sincerely,

Travis Steichen

Travis Steichen, ARM
Senior Risk Manager / City of Seattle