

Appendix A.1

Cannabis Permitting Project

Decision-Making

The County Project Manager will manage the decision-making process. The Vendor Project Manager will track all project issues. The Project Team will resolve minor issues; however, issues with major implications on the project will require decision from the Project Steering Committee.

WORKFLOW DECISIONS

The Project Team will make initial decisions on the process workflow. Changes to current business practices will be identified and brought to organizational managers for approval. The organizational managers will provide sign-off on business workflow for processes as they are translated to Infor/Hansen. This individual or group of individuals (a Core Team) will be responsible for reviewing and providing approval on all processes and process changes in the system.

DELIVERABLE REVIEW PROCEDURES

Deliverables require a formal review and approval by both the County and Vendor management. Work products have also been defined as part of the statement of work, but these do not require a formal review and sign-off process.

It is effective to have a single point of client responsibility for review, in this case the County Project Manager.

To keep the project on schedule and to surface issues as quickly as possible, the County will either accept or return a deliverable, if adjustments are required, within five business days upon receipt. The deliverable will be considered approved if no feedback is received within five business days, unless otherwise agreed between the County and Vendor management.

Change Orders

1. **Issuance.** The County will submit in writing a Change Order request to the BCC Project Manager noting the general scope and timeline requirements for the services requested. The County will entertain unsolicited proposals from BCC for Change Order consideration. County acceptance will be indicated through execution of Change Order.
2. **BCC Response.** BCC shall respond in writing within 5 business days of receipt of a Change Order Request, or as mutually agreed, providing a recommendation for technical solution, and providing the County with the cost for the work proposed in the Change Order. Written response will include a breakdown of the number of staff hours and/or additional automation requirements by level of personnel needed to effect this change.
3. **Agreement.** The Project/Client Managers shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the parties reach an agreement in writing, the terms hereof shall be modified accordingly.
4. **Preparation of Change Orders.** BCC will prepare Change Order Proposals within the scope of Services.

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Dispute Resolution Process

1. **Dispute:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract (a "Dispute"). When a Dispute arises between the County and BCC, both parties will attempt to resolve the Dispute pursuant to this section and will continue without delay to carry out all their respective responsibilities under this contract.
2. **Notice and Good Faith Negotiation:** The County and BCC will use their best good faith efforts to resolve Disputes arising in the normal course of business at the lowest organizational level between each organization's staff with appropriate authority to resolve such disputes. When a dispute arises between the County and BCC that cannot be resolved in the normal course of business, the Project Managers shall each notify the other of the dispute, with written notice specifying the disputed issues and the position of the party submitting the notice. The Project Managers shall use their best, good faith efforts to resolve the dispute within five business days of submission by either party to the other of such notice of the dispute.
3. **Escalation of Dispute:**
 - a. If the Project Managers are unable to resolve the dispute within five business days, either party may request that the dispute be escalated for resolution by designated officers appointed by each party, whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the premises. The specific format for such discussions will be left to the discretion of the designated officers.
 - b. If the designated officers are unable to resolve the dispute within ten business days, they shall immediately escalate the matter to BCC's President and the County's County Manager (or designee), who will have ten business days to resolve the dispute.
4. **Mediation:** If these representatives are unable to resolve the dispute within such period provided in 3.b. above, the parties shall attempt, with a professional mediator, to reach a mediated resolution of the conflict. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. If such mediation is unsuccessful within 30 days of the commencement of mediation, then either party may pursue its available legal and equitable remedies. Mediation shall be governed by the provisions of Ch. 7.07 RCW (the Uniform Mediation Act).
5. **Extension of Deadlines:** Any deadline under this section may be extended by mutual agreement of the Parties.
6. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in litigation, subject to applicable County, State and Federal law. Documents identified in or provided with such communications, which are not prepared for

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purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in a lawsuit.

7. The parties shall equally split the fees of any mediator, and each will be responsible for their own attorney fees, if any.
8. The parties agree that the dispute resolution process described above in this section shall precede any action in a judicial or quasi-judicial tribunal.