

**BEFORE THE BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  
1216 W. Robert Bush Drive  
South Bend, Washington**

**November 22, 2016**

**ADDITIONAL AGENDA**

This Additional Agenda will be acted upon following the Commissioners' regular Agenda

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**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 1) Consider acceptance of bid from Bear Power for installation of fence at Bush Pioneer Park

**ITEMS REGARDING RISK MANAGEMENT**

- 2) Consider approval of hiring of casual employee, Sarah Bottoms to assist with Risk Management
- 3) Confirm County Administrative Officer's signature on engagement letter with DS Forensics, Inc.

**ITEMS REGARDING GENERAL BUSINESS**

- 4) Consider approval of Vendor Claims, Warrants Numbered 134699 thru 134869, in the amount of \$290,934.57

*The Board may add and take action on other items not listed on this agenda and order of action is subject to change.*

*The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.*

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9

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

11.22.16

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: ADDL 1

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

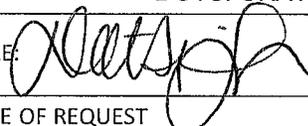
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| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> NDC        | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Treasurer      |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health   | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER PHONE / EXT: EXT 2288

SIGNATURE:  DATE: 11-15-2016

NARRATIVE OF REQUEST  
 The Parks Department requested bids for a fence along Bush Pioneer Park. One bid was received. The Parks Department requests approval for a bid of \$6,227.22, which includes sales tax, be awarded to Bear Power. Funds for this project have been appropriated through Fund 125.

**RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)**

Accept bid from Bear Power of Ilwaco, for installation of fence at Bush Pioneer Park in the amount of \$6,227.22 to be paid from Public Facilities Improvement Fund 125, subject to adequate budget appropriations

degraves & co: pacific, wa, us



# BEAR POWER

P.O. Box 371

Ilwaco, WA 98624

Phone/Fax (360) 642-3347

WA Contr. Lic. # Bear\*\*035DC OR Lic. 170030

Over  
25 Years  
Experience

FENCING: Chain Link - Wood  
Residential - Commercial - Industrial

Cost 5776.65

Permit \_\_\_\_\_

Tax 450.57

TOTAL 6227.22

Down Payment \_\_\_\_\_

Terms \_\_\_\_\_

Name Dept of Public Works

Phone \_\_\_\_\_ Date 11/9/16

Street \_\_\_\_\_

Job Name City Center

City, Street & Zip Code \_\_\_\_\_

Job Location \_\_\_\_\_

Height 4'  
O.A. Length 350  
Gates 0

WE PROPOSE TO All Black powder coated posts & rail  
Sch 40, 8ga Black fabric

- Gates
- Chain Link
- Slat
- Vinyl Black
- 11 Ga.
- 9 Ga.
- 11 1/2 Ga.
- Top Rail
- 1 3/8"
- 1 5/8"

Post	Line	Term	Gate
O.D.	<u>7/8</u>	<u>3/8</u>	<input checked="" type="checkbox"/>
Type	<u>7/8</u>	<u>2/8</u>	<input checked="" type="checkbox"/>

Clearing By \_\_\_\_\_

Customer

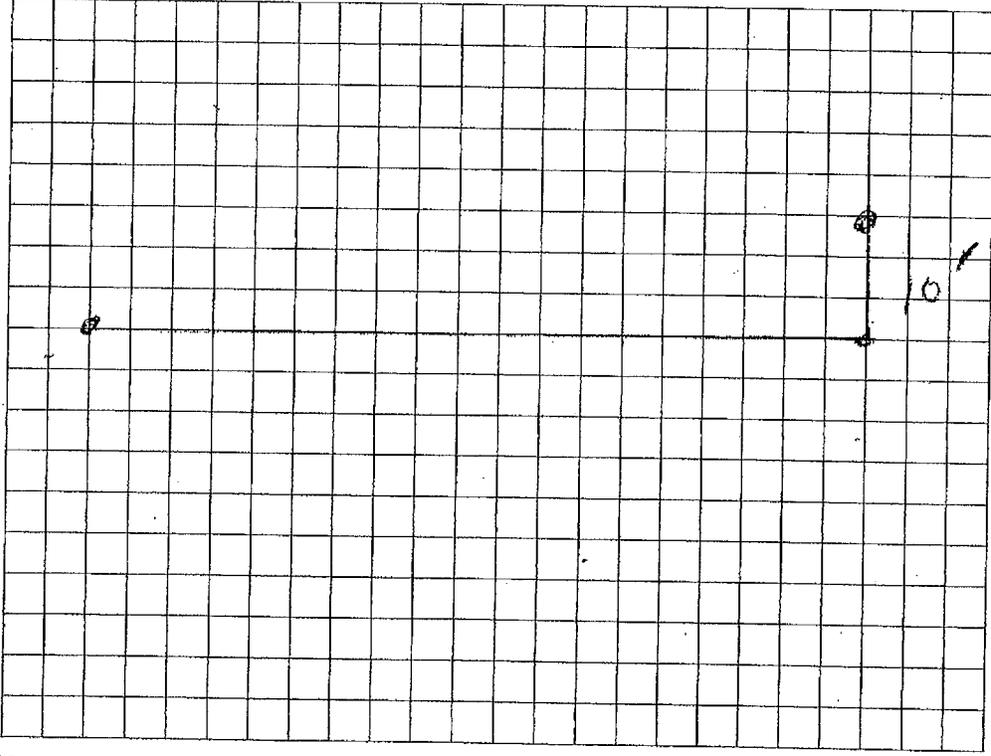
BP

Fence To:

Follow Contour

Straight

Special Tools \_\_\_\_\_



**APPROVAL SHOULD BE OBTAINED BY CUSTOMER IF ATTACHMENT IS TO BE MADE TO NEIGHBOR'S FENCE**

YOU THE OWNER, OR AGENT, ARE RESPONSIBLE FOR A CLEARED AND STAKED PROPERTY LINE. Furnish locations and character of any underground wires, pipes, sewers, conduits or obstructions which might interfere with or be damaged by BEAR POWER or be the cause of injury or damage. This contract does not include any Grading, Surveying, nor the removal of any fence or shrubs unless specified in the above proposal. In the event fence lines are NOT PREPARED, a \$75.00 trip fee will be charged to the customer's account. If payment is not made as set forth above, SERVICE CHARGES shall be added to the unpaid balance and shall be computed by a single periodic rate of 1-1/2% per month which is an annual percentage rate of 18% per annum. If services of an attorney are required for collection, all such fees will be added to the purchasers account.

**ACCEPTANCE OF PROPOSAL:**  
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.  
**PROPOSAL VALID FOR 30 DAYS FROM DATE SIGNED.**

**BEAR POWER**

BY Bryan J. Shuster

BUYER \_\_\_\_\_

DATE SIGNED \_\_\_\_\_



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA  
 98586 Phone 360/875.9337 \* Fax 360/875.9335

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
 11/22/16

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD																										
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED  <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____            TIME: _____ <input type="checkbox"/> OTHER: _____	Agenda Item #: <u>ADDL 2</u>  Initial: _____            Date: _____  Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required																									
DISTRIBUTION LIST: <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> RF</td> <td><input type="checkbox"/> Assessor</td> <td><input type="checkbox"/> DPW</td> <td><input type="checkbox"/> NDC</td> <td><input type="checkbox"/> Superior Court</td> </tr> <tr> <td><input type="checkbox"/> CF</td> <td><input type="checkbox"/> Auditor</td> <td><input type="checkbox"/> EMA</td> <td><input type="checkbox"/> PACCOM</td> <td><input type="checkbox"/> Treasurer</td> </tr> <tr> <td><input type="checkbox"/> SEA</td> <td><input type="checkbox"/> Clerk</td> <td><input type="checkbox"/> Fair</td> <td><input type="checkbox"/> Prosecutor</td> <td><input type="checkbox"/> Veg Mgmt</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Civil Service</td> <td><input type="checkbox"/> Health</td> <td><input type="checkbox"/> SDC</td> <td><input type="checkbox"/> WSU Ext.</td> </tr> <tr> <td></td> <td><input type="checkbox"/> DCD</td> <td><input type="checkbox"/> Juvenile</td> <td><input type="checkbox"/> Sheriff</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court	<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer	<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt		<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.		<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other
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#### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Risk
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 11-16-16
NARRATIVE OF REQUEST  Request to hire Sarah Bottoms as a casual employee at \$30 an hour to assist with risk management. We will be able to cover this expense by transferring funds from operating.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Move to approve hiring Sarah Bottoms as casual employee at \$30 an hour to assist with risk management. subject to adequate budget appropriations	



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**REQUESTED MEETING DATE:**  
11/22/16

**AGENDA REQUEST FORM**

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: ADDL 3

BOCC ACTION:     APPROVED                       DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN                       DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review     Clerk of the Board  
 Risk Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Risk
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 11-17-16
NARRATIVE OF REQUEST	
<p>I am requesting confirmation of my signature on the attached services engagement letter with DS Forensics. In order to get the services expedited I needed to get the agreement signed prior to your meeting. We have discussed the need for this service that was requested by our attorney, Jeff Myers.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Move to confirm Kathy Spoor, CAO's signature on the engagement letter with DS Forensics, Inc.	

Name of Contractor: DS Forensics

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Engagement Letter with DS Forensics

**W-9 Attached** for all vendors/contractors (County issuing payment to)     **Certificate of Insurance Attached** (if required)

Indicate type     Intergovernmental/Interagency     Employment/Special Services Agreement     Federal Contract  
 Memorandum of Understanding/Agreement     Interoffice/Interdepartmental     State Contract

Contractor Type (check all that apply):     For-Profit     Private Organization/Individual  
 Non-Profit     Public Organization/Jurisdiction  
 State     Sub-Recipient  
 Federal     Other

**Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

**TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):**

Public Works Project (RCW 39.04):     Limited PW Process (<\$35,000)     Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)     PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32):     < \$5,000 (attach 3 bids)     \$5,000-\$25,000 (use small works roster)     >\$25,000 (competitive bids)

Services / Leases:     Architectural & Engineering     Personal Services  
 Lease (Personal Property i.e. copier, printer)     Lease (Real  
 Telecomm & Data Processing     Other (Describe):

To be located at: \_\_\_\_\_

**Exceptions to Bidding (Please provide appropriate documentation):**

Insurance/Bonds     Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*     Special Facilities/Market Conditions  
\*Resolution Required

**PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")**  
Please attach the following:  
- Copy of Intergovernmental Agreement with other agency  
- Confirmation that vendor agrees to participation  
- Documentation that contract was awarded in compliance with bidding law  
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP     RFQ     Franchise     Annexation     Ordinance     Resolution  
 Appeal     Inventory Acquisition/Disposal     Tort Claim     Call for Bids  
 Open Space     Post, Advertise, & Fill Position  
 Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**

TOTAL COST/AMOUNT (include sales & use tax): est \$2500    TOTAL TAX:

TOTAL SHIPPING/HANDLING:    EXPENDITURE FUND #: 531...XXX.XXX.XX.XX

EXPENDITURE BUDGETED?     Yes     No    SUPPLEMENTAL REQUIRED?     Yes     No

IN-KIND MATCH REQUIRED?     Yes     No    DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?     Yes     No    AMOUNT OF MATCHING FUNDS:

# DS Forensics, Inc.

704 228th. Ave. NE, #744  
Sammamish, Washington 98074  
(425) 208-9318  
www.dsforensics.com

November 17, 2016

Kathy Spoor  
Pacific County, General Administration  
1216 W. Robert Bush Drive  
South Bend, WA 98586

***Re: Blackberry Device(s) Review***

Dear Kathy:

This letter confirms the retention of DS Forensics, Inc. by **Pacific County (Client)** to provide services in connection with the above referenced matter. DS Forensics, Inc. understands that its work on this engagement is to be performed at the request of Client and as such is protected by the applicable attorney client and work product privileges.

1. Service Areas Encompassed. The professional services to be rendered will encompass without limitation, the following areas:
  - **Take into custody two (2) RIM Blackberry Devices**
  - **Assess functionality of both devices, and determine primary user for each**
  - **Extract content from selected device(s) and provide to Client for review**
  - **If contractor required (Teel Technologies), provide Client with estimate of further costs**
  - **Further work will be performed under the direction of Client.**
2. Place of Work. It is understood that DS Forensics, Inc.'s services will be rendered largely at DS Forensics, Inc.' facilities but that DS Forensics, Inc. will, on request, come to the Client's place of business or such other places as designated by the Client, to meet with representatives of the Client.
3. Consulting Hours. In the performance of the services, the hours DS Forensics, Inc. is to work on any given day will be entirely within DS Forensics, Inc.' control and Client will rely upon DS Forensics, Inc. to put in such number of hours as may be reasonably necessary to fulfill the spirit and purpose of this Agreement.
4. Compensation. Client will pay DS Forensics, Inc. a consulting fee of **\$375 per hour** for work performed by DS Forensics, Inc. under this Agreement. **This will include travel time if necessary to perform the work (\$187.50/hr).** In addition to hourly charges, Client agrees to pay all costs incurred on Client's behalf in connection with this matter. Client authorizes DS Forensic to engage and make use of services such as off-site storage of data that may be necessary in rendering said services to the Client. These costs will be itemized to the Client in DS Forensics' monthly statements. DS Forensics, Inc. will invoice Client at the end of each month for consulting fees due with respect to work performed by DS Forensics, Inc. under this Agreement during that month, with payment due within 30 days after receipt of each invoice. Finance charges will accrue on the unpaid account balance at the rate of one percent (1%) per month (12% annual percentage rate). Should Client disagree with any of Client's monthly invoices, please contact DS Forensics, in writing, within thirty (30) days of the date of such invoice(s), to discuss this matter; otherwise, it will be assumed that such invoices are correct

5. DS Forensics, Inc. an Independent Contractor. DS Forensics, Inc. will furnish services as an independent contractor and not as an employee of Client or of any company affiliated with Client. DS Forensics, Inc. has no power or authority to act for, represent, or bind Client or any company affiliated with Client in any manner.
6. Client Files. Generally, each client's legal files are maintained for three (3) years after the close of each file or after the last activity in each file. After each file has been closed or inactive for at least three (3) years, and if DS Forensics Inc has not previously heard from Client with respect to returning or destroying such file(s), DS Forensic will attempt to contact Client, in writing, to determine whether the closed or inactive files should be returned to Client. Unless requested by Client, in writing, within ninety (90) days after notification, that the file(s) be returned to Client or that the file(s) continue to be retained, the file(s) will be destroyed.
7. Trade Secrets and Inventions. DS Forensics, Inc. will treat as proprietary any information belonging to Client, its affiliated companies, or any third parties, disclosed to DS Forensics, Inc. in the course of services. DS Forensics, Inc. assigns and agrees to assign to Client or its nominee all rights in inventions or other proprietary information conceived by DS Forensics, Inc. during the term of this Agreement with respect to any work which DS Forensics, Inc. performs under this Agreement.
8. Termination of Agreement by Notice. Either party may terminate this Agreement upon 30 days' notice by registered or certified mail, return receipt requested, addressed to the other party. If this Agreement is terminated by either party, Client shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination.
9. Indemnity. Client agrees to defend, indemnify, and save harmless, DS FORENSICS INC. from and against all liability, injury, loss, cost and expense of any type (including attorneys' fees), and damages that arise from third party claims in connection with services performed by this agreement at client's direction. Client will not responsible for damages resulting from the sole negligence of DS FORENSICS INC. This indemnity obligation will not apply to any claim to the extent it is covered and/or paid by any insurance provided by DS Forensics or Client.
10. Liability. The total liability of DS Forensics, Inc., its employees and agents for all claims of any kind arising out of this engagement shall be limited to the total fees paid to DS Forensics, Inc. on this engagement.
11. Disclaimer. THE SERVICES AND SOFTWARE ARE PROVIDED BY DS FORENSICS INC. TO CLIENT, (IF CLIENT IS A LAW FIRM, AND CLIENT'S CLIENTS) ON AN "AS IS" BASIS. DS FORENSICS INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DS FORENSICS INC. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. CLIENT ACKNOWLEDGES THAT THE INTERNET IS NOT AN ERROR-FREE ENVIRONMENT AND THAT THE SERVICES ARE SUBJECT TO LIMITATIONS INHERENT WITH THE INTERNET AND ELECTRONIC COMMUNICATIONS. DS FORENSICS INC. IS NOT LIABLE FOR ERRORS, INTERRUPTIONS, UNAUTHORIZED ACCESS OR ANY BREACH OF INTERNET SECURITY CAUSED BY ACTIONS OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO COMPUTER OR INTERNET HACKING). CLIENT FURTHER ACKNOWLEDGES THAT THE DELIVERY OF NATIVE FILES (I.E., FILES CAPABLE OF BEING OPENED BY THEIR ORIGINATING APPLICATIONS) ARE MORE LIKELY TO HARBOR COMPUTER VIRUSES OR OTHER MALICIOUS CODE. DS FORENSICS INC. IS NOT RESPONSIBLE FOR DATA DELIVERED TO DS FORENSICS INC. THAT IS NOT CAPABLE OF BEING PROCESSED IN CONNECTION WITH USE OF THE SERVICES. CLIENT IS RESPONSIBLE FOR CHECKING ALL DATA PREPARED FOR EXPORT TO

THIRD PARTIES PRIOR TO DELIVERY OF SAME AND DS FORENSICS INC. IS NOT RESPONSIBLE FOR MISTAKEN DELIVERY OR EXPORT OF DATA.

12. Limitation of Damages; Limitation of Liability. IN NO EVENT WILL DS FORENSICS INC. HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY SANCTIONS, FINES OR PENALTIES IMPOSED BY ANY COURTS OR OTHER GOVERNMENTAL ENTITIES IN CONNECTION WITH CLIENT'S DISCOVERY OR OTHER OBLIGATIONS IN CLIENT'S UNDERLYING LEGAL MATTER. DS FORENSICS INC.'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO DS FORENSICS INC. UNDER THE RELATED PROPOSAL UNDER WHICH SUCH LIABILITY AROSE.
13. Access and Security. DS FORENSICS INC. will use best efforts to secure and protect Client information from unauthorized access. DS FORENSICS INC. is not responsible for and shall not be liable in any way for any acts by Client or Authorized Users that result in any unauthorized access to Services or any Client Data.
14. Performance. If DS FORENSICS INC. is unable to provide the Services, or any portion thereof, Client's sole remedy shall be that DS FORENSICS INC. will (i) re-perform, redeliver or furnish functionally equivalent services or (ii) refund or credit Client the fees paid or due for such Services that DS FORENSICS INC. has failed or is unable to perform. In performing the Services, DS FORENSICS INC. may subcontract to third party vendors.
15. Marketing. Client agrees that DS FORENSICS INC. may refer to Client, orally and in writing, as a client of DS FORENSICS INC. for marketing purposes. Any other references to Client by DS FORENSICS INC. shall require the written consent of Client.
16. Notices. Any notice required by this Agreement will be deemed to be proper if given in writing and delivered in person or by facsimile, or mailed, if properly addressed and with the required postage prepaid, to the intended recipient at its address specified below.
17. Assignment. Client agrees not assign this Agreement without the prior written consent of DS FORENSICS INC., which shall not be unreasonably withheld. As a condition to assignment, Client's assignee must agree to assume and be bound by all terms and conditions of this Agreement. Subject to the foregoing restrictions on assignment by Client, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
18. Force Majeure. DS Forensics will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet.
19. Non-Solicitation. During the term of this Agreement and for one year following its termination, Client agrees that it will not, directly or indirectly, solicit or attempt to solicit for employment any persons employed or contracted by DS FORENSICS INC.

20. Severability; Waiver. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver or any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
21. Entire Agreement. This Agreement, and all documents incorporated herein by reference, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements of the parties relating to such. All modifications to this Agreement must be in writing and executed by both parties to be valid and enforceable.
22. Disputes. Any claim, action, suit, or proceeding arising under or in connection with the Services or this Agreement must be commenced within one (1) year after the claim or cause of action accrued. The prevailing party in any action, suit or proceeding shall be entitled to recover, in addition to any other remedy under this Agreement, reasonable attorney fees and costs. This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law. Venue for any action brought to enforce or determine the meaning of or the rights of the parties under this Agreement shall be King County, Washington.
23. Survival. Notwithstanding termination or expiration of this Agreement, Sections 6, 9, 16, 17, 18, 19, 20, 21, 22 and 23 of this Agreement, and any other terms, representations and warranties that by their nature should or would typically survive termination or expiration, shall remain in full force and effect.

If you wish to engage DS Forensics, Inc. in this matter, please sign in the appropriate location below and return the original to us.

Very truly yours,



David P. Stenhouse  
President, DS Forensics, Inc.

Agreed to and Accepted:

By: Kaamy Spoon

Company: Pacific County

Title: County Administrative Officer

Date: 11-17-16

COUNTY OF PACIFIC  
VOUCHER APPROVAL TRANSMITTAL  
VENDOR CLAIMS

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, November 22,2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

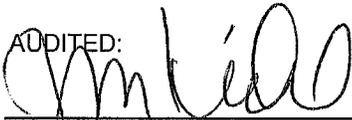
Vendors Claim Fund No. 692

134699 thru 134869 \$ 290,934.57

Warrants Dated: November 18, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner