



PACIFIC COUNTY

Public Health and Human Services Department

1216 W. Robert Bush Drive, P.O. Box 26, South Bend, WA 98586
7013 Sandridge Road Long Beach, WA 98631

E-mail Address: koien@co.pacific.wa.us

Willapa Harbor Area
(360) 875-9343
FAX 875-9323

Peninsula Area
(360) 642-9349
FAX 642-2781

Naselle
(360) 484-7343

North Cove/Tokeland
(360) 267-8343

To: Allie Friese - Boys & Girls Club

From: Katie Lindstrom, Deputy Director

Date: January 13, 2016

Subject: 2016 Millage Award

We are pleased to inform you that the following 2016 Millage Mini-grants have been **FULLY** funded as follows:

- Girls Circle/Boys Council (\$1,740.00)

Attached is the contract and billing form for your use. Funds must be used as outlined in your millage application(s). If you have any questions about this funding, the contract, or the program, please feel free to contact me at 360-642-9300 ex 2648.

Thank you!

Contract # Millage-2016 Boys & Girls Club

THIS AGREEMENT is made and entered into this the _____ day of _____, 20____ by and between **Pacific County**, hereinafter referred to as "County," and **Boys & Girls Club**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery Millage Mini Grant Program Services as outlined below, and in attachment B- Social Recreation. The effective dates for this agreement shall begin January 1, 2016 and end December 31, 2016. The County and the Agency agree to the terms and conditions set forth in the following provisions:

1. **PAYMENT**

All expenses under this program must be incurred and all program activities complete by December 31, 2016. Payment to the Agency for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. Attachment A- Invoice shall be submitted along with appropriate back up documentation, by the 15th of the month following the date of service to the Pacific County Health Department at PO Box 26 South Bend, WA 98585. **Invoices received after January 10, 2017, will not be paid.**

2. **STATEMENT OF WORK**

Program expectations will be completed as outlined in Attachment B-Statement of Work.

3. **BUDGET**

The budget shall be \$1,740.00 for the Girls Circle/Boys Council.

4. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that 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, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

5. **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 the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. 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 which the CONTRACTOR uses to perform this Agreement but 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 this Agreement.

6. **INDEMNIFICATION/HOLD HARMLESS**

- a. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.
- b. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- c. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR'S Indemnity obligations shall survive the completion, expiration or termination of this Contract.

7. **INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- a. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- b. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- d. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

8. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

- A. Disputes. Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.
- B. Choice of Law, Jurisdiction and Venue. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- C. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

9. **BACKGROUND CHECKS**

Agency must maintain (and provide proof upon demand), of acceptable completion of a criminal background check (within the past 2 years) for any individual who works or volunteers as part of this program that will have supervised or unsupervised access to vulnerable adults or children.

10. **REPORTING**

Within (3) months of completion of your program, a written or oral report will be submitted and/or presented to the Pacific County Human Services Advisory Council outlining the outcomes from your program.

11. **MODIFICATION**

Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

12. **DEBARMENT**

The CONTRACTOR hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of the Agreement/Contract by the COUNTY.

13. **COMPLIANCE WITH LAWS**

Throughout the duration of this Agreement, the CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.

14. **AMENDMENTS**

No provision of this Agreement may be amended or modified except by a further written document signed by the COUNTY and the CONTRACTOR.

15. **ENTIRE AGREEMENT**

This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this AGREEMENT the date(s) so noted below.

AGENCY
BOYS & GIRLS CLUB

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Date

Frank Wolfe, Chair

Agency Tax Identification Number

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

Steve Rogers, Commissioner

Pacific County Prosecuting Attorney

ATTEST:

Pacific County Prosecuting Attorney WSBA#

Marie Guernsey` Date
Clerk of the Board