Contract # Millage-2012- Boys & Girls Club of the Long Beach Peninsula

THIS AGREEMENT is made and entered into this the _____ day of _____, 2012, by and between **Pacific County**, hereinafter referred to as "County," and **Boys & Girls Club of the Long Beach Peninsula** hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery Millage Mini Grant Program Services as outlined below, in attachment A- Application. The effective dates for this agreement shall begin October 1st, 2012 and end December 31, 2012. 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, 2012. 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 B- 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 98586.

2. STATEMENT OF WORK: Program expectations will be completed as outlined in Attachment A- Application(s).

3. BUDGET: The budget for this program shall be $4,500.

4. IDEMNIFICATION: In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

5. INSURANCE: The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. No reimbursement will be made until this certificate has been received.

6. 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.

7. 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.

8. 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.

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

AGENCY
Boys & Girls Club of the Long Beach Peninsula

_____
Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Lisa Ayers, Chair

_____
Norman B. Cuffel, Commissioner

_____
Bev Olson, Commissioner

APPROVED AS TO FORM:

Pacific County Prosecuting Attorney

_____
David J. Burke Date

ATTEST:

_____
Clerk of the Board Date

PAYMENT VOUCHER
Pacific County Millage Award
2012

Total Award Amount: $_____

Agency:

Program: _____

Services for the month of: _____ 2012

# of clients served: _____

Supplies (attach receipts): _____

Staff time: _____ (# of hours x hourly rate)

Other (please describe) _____

Total Amount Requested: $_____

Narrative:

_____

_____

_____

I, the undersigned do herby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the County of Pacific and that I am authorized to authenticate and certify to said claim.

_____
Signed

_____
Title

_____
Date

All bills and supporting documentation must be received by:

Pacific County Health & Human Services
Attention: Kathy Langbraaten
PO Box 26
South Bend, WA 98586

No later than the 15th day following the month of service.