

Memorandum of Understanding
Between
Pacific County
And
The Washington State Liquor Control Board

This Memorandum of Understanding between Pacific County Health & Human Services (PCHHS) and the Washington State Liquor Control Board (WSLCB) is an agreement for WSLCB Enforcement and Education Division overtime compliance activities and training sessions in Long Beach, Washington.

It is mutually agreed that:

1. The WSLCB will provide Liquor Enforcement Officers (LEOs), Investigative Aides (Minor Decoys), and equipment for overtime compliance checks, compliance activities, premises checks, and training activities, including but not limited to law enforcement briefings, Investigative Aide orientation, and LEO orientation, in Long Beach, Washington.
2. The WSLCB Enforcement Division compliance activities and training efforts shall target the deterrence of access to alcohol by minors. The compliance activities and training efforts shall furthermore focus on the reduction of DUI's associated with licensed establishments in Pacific County through environmental approaches including but not limited to premises checks, compliance checks, fake identification checks, undercover investigations, and/or bar sweeps.
3. The WSLCB will provide LEOs and Investigative Aides for overtime compliance checks and activities at all locations within Ocean Beach School District boundaries that sell liquor, on specific dates as mutually agreed upon by both parties. By mutual agreement of both parties and prior to the date of activities, additional locations of strategic interest in adjacent vicinities may be added to the list of locations identified. These locations of strategic interest will be selected based on historical data, such as number of complaints, alcohol-related violations, police calls for service and DUI incident referrals. The number of LEOs, and/or Investigative Aides, will depend on the area's need, as mutually determined by the WSLCB and Pacific County Health & Human Services coordinators.

WSLCB Coordinator:

Letty Mendez, Program Manager
WSLCB Enforcement Division
PO Box 43075
Olympia, WA 98504-3075
Office Phone: (360) 664-1723
E-mail: lam@liz.wa.gov

Pacific County Health & Human Services Coordinator:

Melissa Sexton
Pacific County Health & Human Services
Enforcing Underage Drinking Laws (EUDL) Grant Coordinator
PO Box 26
South Bend, WA 98586
Office Phone: (360)875-9343
E-mail: msexton@co.pacific.wa.us

4. Pacific County will provide a list of planned enforcement and training dates to WSLCB.
5. The WSLCB Enforcement Division shall provide activity reports to the Pacific County Health & Human Service Coordinator on a monthly basis, or as mutually agreed upon by both parties. The activity reports shall include, but not be limited to, the following information:
 - ❖ Personnel who completed compliance activities
 - ❖ Dates and times compliance activities occurred
 - ❖ Number of contacts made including:
 - Re-checks with licensed establishments
 - Violations
 - Warnings
 - Other dispositions as applicable
6. This Memorandum of Understanding shall remain in effect beginning October 1, 2012 through September 30, 2013, unless terminated sooner as provided herein.
7. This agreement may be amended by mutual agreement of the parties. Amendments are not binding unless they are in writing and signed by persons authorized to bind each of the parties.
8. Either party may terminate this agreement upon thirty (30) days written notice to the other party. If this agreement is terminated, the parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination.
9. **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.

10. 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.
11. No reimbursement will be made until this certificate has been received.
12. 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.
13. PAYMENT: Compensation provided by Pacific County Health & Human Services to the WSLCB for work performed under this agreement shall not exceed \$2,000. The WSLCB will bill Pacific County Health & Human Services at the overtime rate of \$63.60 per hour for Liquor Enforcement Officers and \$15.11 per hour for Investigative Aides. The WSLCB will submit an invoice to Pacific County Health & Human Services with backup payroll documentation for reimbursement for costs each month services are rendered. The WSLCB shall submit the invoice and supporting documentation to Pacific County Health & Human Services upon completion of the compliance checks. Each invoice submitted by the WSLCB will include a report of activities including, but not limited to the following:
- Date and times the checks occurred
 - Location of sites visited
 - Number of violations
 - Name of establishments out of compliance
- Invoices shall be submitted to:
Pacific County Health & Human Services Department
Attn: Kathy Langbraaten
PO Box 26
South Bend, WA 98586
- Pacific County Health & Human Services will reimburse the WSLCB within thirty (30) days upon receipt of a properly completed invoice. Reimbursements shall be submitted to the address stated on the invoice.
14. NON-SUPPLANTING: WSLCB shall not use the funds provide under this agreement to supplant local, state, or other federal funds. WSLCB shall be eligible for reimbursement only for services performed under this agreement, which are in addition to services normally performed by WSLCB prior to the receipt of federal grant funds provided through Pacific County.

