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.

Pacific County is an Equal Opportunity Provider, and Employer.
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, October 23, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director
Scott McDougall, Emergency Management Director
Tim Crose, Community Development Director

GENERAL PUBLIC IN ATTENDANCE - None

CONSENT AGENDA (Items A-B)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable
county policies

Approve regular meeting minutes of October 9, 2018

There being no further business to come before the Board the meeting was closed at
approximately 9:02AM.

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

________________________________________
Lisa Olsen, Chair

________________________________________
Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-037
APPROVAL DATE 11/13/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103</td>
<td>10/3/18</td>
<td>LEACHATE DISPOSAL</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td></td>
<td>280.00</td>
</tr>
</tbody>
</table>

TOTAL $280.00

I, the undersigned do hereby 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 Pacific County, and that I am authorized to authenticate and certify to said claim.

[Signature]
Name: Larry Bailey
Title: Pres.
Date: 10/25/18

Reviewed by:
[Signature]
Name: [Name]
Title: [Title]
Date: 10/25/2018

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

[Signature]
Name: [Name]
Title: Chairperson, Local Board of Health
Pacific County, Washington
Date: 10/25/18
CITY OF RAYMOND
230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

INVOICE

<table>
<thead>
<tr>
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<th>Description</th>
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<th>TOTAL</th>
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<tr>
<td>1</td>
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<td>$270.00</td>
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<tr>
<td>1</td>
<td>ROAD MAINTENANCE</td>
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<td>$10.00</td>
</tr>
</tbody>
</table>

SubTotal $280.00

Shipping & Handling
Taxes State $0.00

TOTAL $280.00

THANK YOU FOR YOUR BUSINESS!
# CLAIMS VOUCHER

Rainbow Valley Landfill Trust Fund: Post-Closure Account

Dragon Analytical Laboratory  
2818 Madrona Beach Road NW  
Olympia, WA 98502

VOUCHER # 2018-038  
APPROVAL DATE 11/13/2018

Instructions:
1. Attach original invoices  
2. Complete and sign Claims Voucher  
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586  
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
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<th>Description</th>
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<th>Ops</th>
<th>Base Sub</th>
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<tr>
<td>180612-087</td>
<td>1/16/18</td>
<td>WATER QUALITY TESTING</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>2619.00</td>
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<tr>
<td>180925-05</td>
<td>10/18/18</td>
<td>&quot;</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>2685.00</td>
</tr>
</tbody>
</table>

**TOTAL**  5304.00

I, the undersigned do hereby 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 Pacific County, and that I am authorized to authenticate and certify to said claim.

**Signature**  Larry Bale, MEG.  
**Title**  
**Date**  10/25/18

Reviewed by:

**Signature**  
**Title**  
**Date**  10/25/2018

**NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:**
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

**Signature**  Eric P. Olsen  
**Date**  10/25/18

Chairperson, Local Board of Health  
Pacific County, Washington
## Invoice

**Invoice**

| Invoice # | 7/16/2018 | 180612-08 |

**Bill To**

Mr. Larry Bale  
Rainbow Valley Landfill  
114 Airport Road  
Raymond, WA 98577

<table>
<thead>
<tr>
<th>Project #</th>
<th>P.O. #</th>
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</thead>
<tbody>
<tr>
<td>Rainbow Valley Landfill</td>
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<td>Net 30</td>
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</table>

<table>
<thead>
<tr>
<th>Service Date</th>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Metals</td>
<td>Heavy Metals, Extraction</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Metals</td>
<td>Heavy Metals, Total (Cu,Zn)</td>
<td>28.00</td>
<td>28.00</td>
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<tr>
<td></td>
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<td>AMO</td>
<td>Ammonia</td>
<td>26.00</td>
<td>26.00</td>
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<tr>
<td></td>
<td>1</td>
<td>Nitrate</td>
<td>Nitrogen, Nitrate</td>
<td>26.00</td>
<td>26.00</td>
</tr>
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<td></td>
<td>1</td>
<td>TURB</td>
<td>Turbidity</td>
<td>20.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>

Thank you for your order, we appreciate your business.  

**Total** $2,619.00

www.dragonanalyticallaboratory.com
<table>
<thead>
<tr>
<th>Service Date</th>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
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<th>Amount</th>
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<td>9/25/2018</td>
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<td>50.00</td>
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<td>Metals</td>
<td>Dissolved Heavy Metals, Prep</td>
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<tr>
<td></td>
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<td>Metals</td>
<td>Dissolved Heavy Metals (Fe, Mn, Zn)</td>
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<td>210.00</td>
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<tr>
<td></td>
<td>5</td>
<td>Total Coliform</td>
<td>Total Coliform</td>
<td>30.00</td>
<td>150.00</td>
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<tr>
<td></td>
<td>5</td>
<td>Chloride</td>
<td>Chloride</td>
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<td>130.00</td>
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<td>Sulfate</td>
<td>Sulfate</td>
<td>26.00</td>
<td>130.00</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>COD</td>
<td>Chemical Oxygen Demand</td>
<td>30.00</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>AMO</td>
<td>Ammonia</td>
<td>26.00</td>
<td>130.00</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Nitrate</td>
<td>Nitrogen, Nitrate</td>
<td>26.00</td>
<td>130.00</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Nitrite</td>
<td>Nitrite</td>
<td>26.00</td>
<td>130.00</td>
</tr>
<tr>
<td></td>
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<td>TOC</td>
<td>Total Organic Carbon</td>
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<td>Heavy Metals, Extraction</td>
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<td>104.00</td>
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<td></td>
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<td>20.00</td>
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<td>Biochemical Oxygen Demand</td>
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<td>47.00</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>COD</td>
<td>Chemical Oxygen Demand (No Samples for this Item were submitted)</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
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<td>Total Coliform</td>
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<td>90.00</td>
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<td></td>
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<td>AMO</td>
<td>Ammonia (No Samples for Ammonia were submitted)</td>
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<tr>
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<td>3</td>
<td>Nitrate</td>
<td>Nitrogen, Nitrate</td>
<td>26.00</td>
<td>78.00</td>
</tr>
</tbody>
</table>

**Total**

**Thank you for your order, we appreciate your business.**

www.dragonanalyticalaboratory.com
# Invoice

**Dragon Analytical Laboratory, Inc.**
2818 Madrona Beach Rd NW
Olympia, WA 98502
360-866-0543

**Bill To**
Mr. Larry Bale
Rainbow Valley Landfill
114 Airport Road
Raymond, WA 98577

<table>
<thead>
<tr>
<th>Service Date</th>
<th>Qty</th>
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<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>Nitrite</td>
<td>Nitrite</td>
<td>26.00</td>
<td>78.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Oil &amp; Grease</td>
<td>Oil &amp; Grease (FOG) HEM</td>
<td>70.00</td>
<td>70.00</td>
<td></td>
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<tr>
<td>1</td>
<td>TSS</td>
<td>TSS</td>
<td>26.00</td>
<td>26.00</td>
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<td>1</td>
<td>TURB</td>
<td>Turbidity</td>
<td>20.00</td>
<td>20.00</td>
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<td>3</td>
<td>TOC</td>
<td>Tot Organic Carbon</td>
<td>55.00</td>
<td>165.00</td>
<td></td>
</tr>
</tbody>
</table>

---

Thank you for your order, we appreciate your business.

**Total** $2,685.00

www.dragonanalyticalaboratory.com
To:
Mr. Larry Bale  
Rainbow Valley Landfill  
114 Airport Road  
Raymond, WA 98577

<table>
<thead>
<tr>
<th>Date</th>
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<th>Balance</th>
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<td>07/16/2018</td>
<td>INV #180612-08. Orig. Amount $2,619.00.</td>
<td>2,619.00</td>
<td>2,619.00</td>
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<tr>
<td>10/18/2018</td>
<td>INV #180925-05. Orig. Amount $2,685.00.</td>
<td>2,685.00</td>
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<table>
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<th>CURRENT</th>
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<th>31-60 DAYS PAST DUE</th>
<th>61-90 DAYS PAST DUE</th>
<th>OVER 90 DAYS PAST DUE</th>
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<td>0.00</td>
<td>2,619.00</td>
<td>$5,304.00</td>
</tr>
</tbody>
</table>
# Dragon Analytical Laboratory Inc.

2818 Madrona Beach Rd NW  
Olympia, WA 98502  
360-866-0543

---

**Invoice**

**Invoice #**

7/16/2018 180612-08

---

**Bill To**

Mr. Larry Bale  
Rainbow Valley Landfill  
114 Airport Road  
Raymond, WA 98577

---

<table>
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<th>Service Date</th>
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<th>Amount</th>
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<td>47.00</td>
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<td>3</td>
<td>Chloride</td>
<td>Biochemical Oxygen Demand</td>
<td>26.00</td>
<td>78.00</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Sulfate</td>
<td>Sulfate</td>
<td>26.00</td>
<td>78.00</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>COD</td>
<td>Chemical Oxygen Demand</td>
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<td>90.00</td>
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<tr>
<td></td>
<td>3</td>
<td>Total Coliform</td>
<td>Total Coliform</td>
<td>26.00</td>
<td>78.00</td>
</tr>
<tr>
<td></td>
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<td>Metals, Prep</td>
<td>Heavy Metals, Extraction</td>
<td>10.00</td>
<td>30.00</td>
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<tr>
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<td>Oil &amp; Grease</td>
<td>Oil &amp; Grease (FOG) HEM</td>
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<tr>
<td></td>
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<tr>
<td></td>
<td>5</td>
<td>COD</td>
<td>Chemical Oxygen Demand</td>
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<td></td>
<td>5</td>
<td>Total Coliform</td>
<td>Total Coliform</td>
<td>26.00</td>
<td>130.00</td>
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<tr>
<td></td>
<td>5</td>
<td>Metals, Prep</td>
<td>Heavy Metals, Extraction</td>
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<td>50.00</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Metals</td>
<td>Heavy Metals, Dissolved (Fe, Mn, Zn)</td>
<td>42.00</td>
<td>210.00</td>
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<td>130.00</td>
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<td>130.00</td>
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<tr>
<td></td>
<td>5</td>
<td>TOC</td>
<td>Tot Organic Carbon</td>
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<td>250.00</td>
</tr>
</tbody>
</table>

---

Thank you for your order, we appreciate your business.

**Total**

---

www.dragonanalyticalaboratory.com

Page 1
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

PUD No. 2
P O Box 472
Raymond, WA 98577

VOUCHER # 2018-0357
APPROVAL DATE 11/13/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/25/18</td>
<td>UTILITIES</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>43.01</td>
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</tbody>
</table>

|          |        |             |      |     |          |          |     |        |
|          |        |             |      |     |          |          |     |        |

TOTAL 43.01

I, the undersigned do hereby 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 Pacific County, and that I am authorized to authenticate and certify to said claim.

[Signed] [Title] [Date]

Reviewed by:

[Signed] [Title] [Date]

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the “Plan” or otherwise justified and approves such expense according to the Revised Trust Agreement.

[Signed] [Date]
Chairperson, Local Board of Health
Pacific County, Washington
**PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY**

PO Box 472  
Raymond WA 98577  
raycustserv@pacificpud.org  
(360)942-2411  
(360)484-7454 (Nasselle)

******************************************AUTO**SCH 5-DIGIT 98531  
**C-1 P-1**

LARRY BAILE  
DBA RAINBOW VALLEY LANDFILL  
114 AIRPORT RD  
RAYMOND WA 98577-9233

******************************************

**Billing Summary**

Previous Balance 38.68
Payment Received 10/09/18 38.68 CR
Balance Forward 0.00
Current Charges Due By 11/20/18 43.01
Total Due 43.01

**Messages**

NEW HOURS MON-THURS 7AM-6PM CLOSED FRIDAYS

<table>
<thead>
<tr>
<th>Meter #: A034930</th>
<th>LOC: 14090804-1</th>
<th>Addr: RAINBOW VALLEY LANDFILL</th>
<th>Rate Class: 020</th>
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</thead>
</table>

**Meter Reading Details**

<table>
<thead>
<tr>
<th>Current KWH Reading</th>
<th>Previous KWH Reading</th>
<th>Total KWH Usage</th>
<th>Days Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/18/18</td>
<td>09/16/18</td>
<td>168</td>
<td>32</td>
</tr>
</tbody>
</table>

**Detail of Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>168 kWH x 0.072800</td>
<td>12.23</td>
</tr>
<tr>
<td>Elec Basic Charge</td>
<td>29.00</td>
</tr>
<tr>
<td>BPA Spill Surcharge</td>
<td>1.78</td>
</tr>
<tr>
<td><strong>Total This Service</strong></td>
<td><strong>43.01</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Usage</th>
<th>Avg/Day</th>
</tr>
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<tbody>
<tr>
<td>Oct 17</td>
<td>127</td>
</tr>
<tr>
<td>Nov 17</td>
<td>198</td>
</tr>
<tr>
<td>Dec 17</td>
<td>215</td>
</tr>
<tr>
<td>Jan 18</td>
<td>302</td>
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<tr>
<td>Feb 18</td>
<td>484</td>
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<td>Mar 18</td>
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<td>Apr 18</td>
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<td>May 18</td>
<td>255</td>
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<td>Jun 18</td>
<td>194</td>
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<tr>
<td>Jul 18</td>
<td>135</td>
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<tr>
<td>Aug 18</td>
<td>151</td>
</tr>
<tr>
<td>Sep 18</td>
<td>133</td>
</tr>
<tr>
<td>Oct 18</td>
<td>168</td>
</tr>
<tr>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

**Return This Portion With Your Payment**

**PLEASE INDICATE CHANGE OF ADDRESS HERE:**

<table>
<thead>
<tr>
<th>MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY</td>
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<tr>
<td>------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCATION PHONE NUMBER</th>
<th>OTHER PHONE NUMBER</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE (REQUIRED TO CHANGE ADDRESS)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LARRY BAILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA RAINBOW VALLEY LANDFILL</td>
</tr>
<tr>
<td>114 AIRPORT RD</td>
</tr>
<tr>
<td>RAYMOND WA 98577-9233</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Due Date</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>19983</td>
<td>11/20/18</td>
<td>43.01</td>
</tr>
</tbody>
</table>

Public Utility No. 2 of Pacific County  
P.O. Box 472  
Raymond, WA 98577-0472
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.  
114 Airport Road  
Raymond, WA 98577  

VOUCHER # 2018-040  
APPROVAL DATE 11/13/2018

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5532</td>
<td>11/5/18</td>
<td>LEACHATE TRANSPORT</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>538.02</td>
</tr>
</tbody>
</table>

TOTAL 538.02

I, the undersigned do hereby 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 Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Dale  
Title  
11/5/18

Reviewed by:

Signature  
Title  
11/5/2018

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

Eric R. Olsen  
Chairperson, Local Board of Health  
Pacific County, Washington  
11/5/18
# Invoice

**ROYAL HEIGHTS TRANSFER STATION, INC.**  
114 AIRPORT RD.  
RAYMOND, WA  98577

**RAINFOREST VALLEY LANDFILL, INC.**  
114 Airport Rd.  
Raymond, WA  98577

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>net 10</td>
<td>11/15/2018</td>
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<table>
<thead>
<tr>
<th>SERVICED</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>11/1/2018</td>
<td>42,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>$538.02</td>
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**Balance Due** $538.02
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<tr>
<td>10</td>
<td></td>
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<tr>
<td>11</td>
<td></td>
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<td>31</td>
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</table>

<table>
<thead>
<tr>
<th>total gallons</th>
<th>42000</th>
</tr>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$538.02</td>
</tr>
</tbody>
</table>
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, November 13, 2018
9:00AM
or as soon thereafter as possible
The Board of County Commissioners meeting will be called
to order following the business of the Local Board of Health

AGENDA

CONTINUED PUBLIC HEARING
(held in the Commissioners Meeting Room unless otherwise noted)
10:00AM Consider adoption of the 2019-2024 Transportation Improvement Program;
2018-2023 Capital Improvements Plan for Parks & Recreation and FCZD #1,
and consider increased property tax revenues
Consider adoption of final fy2019 county budget

Call to Order

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items 1-7)

Department Of Public Works
1) Confirm promotion of Jesse Brock to vacant North County Leadman position, effective November 5, 2018

Health & Human Services Department
2) Confirm Director’s signature on CHOICE Regional Health Network Board of Directors Conflict of Interest Policy and Disclosure Form
3) Approve hire of Health & Human Service Program Specialists, Alison O’Rourke-effective November 13, 2018, Bethany Barnard-effective November 14, 2018, and Carole Simmons-effective November 15, 2018 all at a Grade 13 Step 1

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.

Pacific County is an Equal Opportunity Provider, and Employer
General Business

4) Confirm Chair's signature on WA State University Master Gardener five years of service award to Shawn Stern, ten years of service award to June Koen-Potts and Patricia Wilson; and Master Gardener Emeritus award to June Koen-Potts

5) Approve October, 2018 payroll
total employees: 178; total payroll: $760,502.74

6) Approve Vendor Claims; Warrants Numbered 144196 thru 144242 in the amount of $266,045.42 and Warrants Numbered 144243 thru 144302 in the amount of $267,597.95

7) Approve regular meeting minutes of October 23, 2018

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

8) Consider approval of Interagency Agreement No. IA 719-148 with WA State Parks and Recreation Commission; authorize Director to sign

9) Consider approval of the award for the Courthouse Exterior Lead Paint Abatement Project (bid opening on November 8, 2018)

ITEMS REGARDING COUNTY FAIR

10) Consider approval of the 2018-2019 Winter Storage Agreements; authorize Chair to sign

11) Confirm Manager’s signature on Agreement Number K2481 with State of WA Department of Agriculture Fairs Program

ITEMS REGARDING SHERIFF’S OFFICE

12) Confirm Sheriff’s signature on three Interagency Agreement with the WA Traffic Safety Commission

13) Consider approval of request to purchase maintenance and support for Avtec Radio consoles

ITEMS REGARDING SUPERIOR COURT

14) Consider approval of Interpreter Contract with Pete Hinton; authorize Chair to sign

15) Consider approval of Juvenile Indigent Defense Contracts with Edward Penoyar, Nancy McAllister, and William Penoyar

16) Consider approval of Adult Felony Indigent Defense Contracts with David Hatch, Harold Karlsvik and David Arcuri

ITEMS REGARDING GENERAL BUSINESS

17) Consider approval of Memorandum of Understanding with the Willapa Valley Booster Club for year round use of fair building

18) Consider approval of Contract for Professional Services for Land Use Hearing Examiner with Sound Municipal Consultants; authorize Chair to sign

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.

Pacific County is an Equal Opportunity Provider, and Employer
EXECUTIVE SESSION

19) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

CONTINUED PUBLIC HEARING – 10:00AM

20) Consider adoption of the 2019-2024 Transportation Improvement Program; 2018-2023 Capital Improvements Plan for Parks & Recreation and FCZD #1, and consider increased property tax revenues

Consider adoption of final fy2019 county budget
Confirm promotion of Jesse Brock to vacant North County Leadman position, effective November 5, 2018, at a rate of $24.63/hour, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

AGENDA ITEM #: 2
Initial: __________________ Date: __________________

BOCC ACTION:  □ APPROVED  □ DENIED
□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________
□ CONTINUED TO DATE: __________________ TIME: __________________
□ OTHER:

DISTRIBUTION LIST:
□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court
□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer
□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt
□ Civil Service  □ Health  □ SDC  □ WSU Ext.
□ DCD  □ Juvenile  □ Sheriff  □ 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: Board of County Commissioners  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board  PHONE / EXT:

SIGNATURE: __________________ DATE: 11/5/2018

NARRATIVE OF REQUEST

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

Confirm Mary Goelz, Director of Health & Human Services Department signature on CHOICE Regional Health Network Board of Directors Conflict of Interest Policy and Disclosure Form pertaining to the Sustaining Membership Agreement

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
CHOICE Regional Health Network
Conflict of Interest Policy and Disclosure Form
Approved by Board of Directors, June 17, 2014

CHOICE Regional Health Network
Board of Directors Conflict of Interest Policy and Disclosure Form

In their capacity as directors, the members of the Board of Directors (the “Board”) of CHOICE Regional Health Network (“CHOICE”) must act at all times in the best interests of CHOICE. The purpose of this policy is to help inform the Board about what constitutes a conflict of interest, assist the Board in identifying and disclosing actual and potential conflicts, and help ensure the avoidance of conflicts of interest where necessary. This policy may be enforced against individual Board members as described below.

CONFLICT OF INTEREST POLICY

1. Board members have a fiduciary duty to conduct themselves without conflict to the interests of CHOICE. In their capacity as Board members, they must subordinate personal, individual business, third-party, and other interests to the welfare and best interests of CHOICE.

2. A conflict of interest is a transaction or relationship which presents or may present a conflict between a Board member’s obligations to CHOICE and the Board member’s personal, business, or other interests.

3. All conflicts of interest are not necessarily prohibited or harmful to CHOICE. However, full disclosure of all actual and potential conflicts, and a determination by the disinterested Board (or CHOICE Executive Committee) members – with the interested Board member(s) recused from participating in discussions or voting on the matter – are required.

4. All actual and potential conflicts of interests shall be disclosed by Board members to the CHOICE Executive Committee through the annual disclosure form and/or whenever a conflict arises. The disinterested members of the CHOICE Executive Committee shall make a determination as to whether a conflict exists and what subsequent action is appropriate (if any). The CHOICE Executive Committee shall inform the Board of such determination and action. The Board shall retain the right to modify or reverse such determination and action, and shall retain ultimate enforcement authority with respect to the interpretation and application of this policy.

5. On an annual basis, the Board members shall be provided with a copy of this policy and required to complete and sign the acknowledgement and disclosure form below. All completed forms shall be provided and reviewed by the CHOICE Executive Committee, as well as other conflict information provided by Board members.
**ADDENDUM A - DUES**

**Membership Dues:**

For the period October 1, 2018 through September 30, 2019, the Member agrees to pay CHOICE membership dues in the amount of $421.00 payable in quarterly amounts of $105.25 due within thirty (30) days of invoice. Dues are calculated at 0.0473% of the Member's 2010 operating expenses as reported by the Member.

**IN WITNESS WHEREOF,** by placing their duly authorized signatures below, the parties hereby execute this addendum and agree to be bound by its terms.

**Pacific County Public Health**

[Signature]

Mary Geelz

Name

Director, Pacific County Public Health & Human Services

Title

10- 15- 18

Date Signed

**CHOICE Regional Health Network**

[Signature]

John Masterson

Name

Interim Executive Director

Title

Date Signed
ADDENDUM A - DUES

Membership Dues:

For the period October 1, 2018 through September 30, 2019, the Member agrees to pay CHOICE membership dues in the amount of $421.00 payable in quarterly amounts of $105.25 due within thirty (30) days of invoice. Dues are calculated at 0.0473% of the Member's 2010 operating expenses as reported by the Member.

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the parties hereby execute this addendum and agree to be bound by its terms.

Pacific County Public Health

________________________________________
Signature

Mary Goelz

Name

Director, Pacific County Public Health & Human Services

________________________________________
Title

Date Signed

CHOICE Regional Health Network

DocuSigned by:

John Masterson

________________________________________
Signature

John Masterson

Name

Interim Executive Director

________________________________________
Title

10/15/2018 2:33:05 PM PDT

Date Signed
ACKNOWLEDGEMENT AND DISCLOSURE FORM

I have read the CHOICE Board Conflict of Interest Policy set forth and agree to comply fully with its terms and conditions at all times during my service as a CHOICE Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the CHOICE Board President and Executive Director in writing.

Disclosure of Actual or Potential Conflicts of Interest:

Pacific County Public Health & Human Services Department

[Signature]

Board Member Signature: ________________________________

Board Member Printed Name: Mary Goetz

Date: 10-15-18.
Approval of Health & Human Service Program Specialists, Alison O'Rourke-effective November 13, 2018, Bethany Barnard-effective November 14, 2018, and Carole Simmons-effective November 15, 2018 all at a Grade 13 Step 1, subject to adequate budget appropriations.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #:  4
Initial: __________________________ Date: __________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________________________ TIME: __________________________

□ OTHER: _______________________________________________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court
□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer
□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt
 □ Civil Service  □ Health  □ SDC  □ WSU Ext.
 □ DCD  □ Juvenile  □ Sheriff  □ 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: Board of County Commissioners

OFFICIAL NAME & TITLE: Marie Guemsey, Clerk of the Board

SIGNATURE: __________________________

DATE: 11/5/2018

NARRATIVE OF REQUEST

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

Confirm Chair’s signature on WA State University Master Gardener five years of service award to Shawn Stern, ten years of service award to June Koen-Potts and Patricia Wilson; and Master Gardener Emeritus award to June Koen-Potts

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: OCTOBER, YEAR OF 2018
TOTAL EMPLOYEES: 178
TOTAL PAYROLL: $760,502.74

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 13th day of NOVEMBER 2018

______________________________
Chairperson

______________________________
Commissioner

______________________________
Commissioner

Attest:

______________________________
Clerk of the Board

RECEIVED
PACIFIC COUNTY

NOV - 5 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
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 13, 2018, 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

144196   thru   144242   $ 266,045.42

Warrants Dated:   October 26, 2018

AUDITED:   [Signature]
Auditor/Deputy Auditor

ATTEST:   [Signature]
Clerk of the Board

BOARDS OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

OCT 26 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
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 42.24.080 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, November 13, 2018, 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

144243 thru 144302 $ 267,697.95

Warrants Dated: October 31, 2018

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

[Signature]
Commissioner

[Signature]
Commissioner

RECEIVED
PACIFIC COUNTY

OCT 31.2018 - KB
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
9:00 AM 1216 W Robert Bush Drive
Tuesday, October 23, 2018 South Bend, Washington

CALLED TO ORDER – 9:03 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director
Scott McDougall, Emergency Management Director
Tim Crose, Community Development Director

GENERAL PUBLIC IN ATTENDANCE - None

YEARS OF SERVICE

25 Years: Connie Williams (ASSR), Leah Heintz (HLTH), Wendy Hamlin (HLTH)
30 Years: Tom Gradt (DPW), Mary Goelz (HLTH)

CONSENT AGENDA (Items 1-6)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

General Business

Approve transfer of Dell computer Fixed Asset #3206 from the Assessor’s Office to the Treasurer’s Office in accordance with Personal Property Inventory Procedures

Approve disposal of Epson projector Fixed Asset #2810 from General Administration in accordance with Personal Property Inventory Procedures

Approve Amendment #1 to the Lease Agreement with Olympic Region Clean Air Agency (ORCAA) amending Section 2. TERM extending the lease agreement an additional year; effective November 1, 2018 thru October 31, 2019 and authorize Chair to sign
Approve Continuation Certificates for Elected Official Bonds for Commissioner Olsen and Commissioner Wolfe

Approve regular meeting minutes of October 9, 2018

Approve Vendor Claims; Warrants Numbered 143955 thru 144085 in the amount of $712,320.05

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Local Agency Federal Aid Project Prospectus with WA State Department of Transportation pertaining to County Road Project #1652 and authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve request to post, advertise and hire for Health & Human Services Manager Grade 15, Step 1, 1.0 FTE, subject to adequate budget appropriations and in accordance with Section 2.22 Hiring Process of the Personnel Policy

ITEMS REGARDING COUNTY FAIR

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the 2018-2019 Winter Storage Agreements with Jeff Reamer and Margie Sampson, Steven Moffitt, Gary & Glenda Spray, Kalen Robinson and Gary Robinson and authorize Chair to sign

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Homeland Security Grant Program Agreement Number E19-109 with WA State Military Department and authorize Chair to sign

ITEMS REGARDING SUPERIOR COURT

Consider approval of Interpreter Contract with Pete Hinton; authorize Chair to Sign – DEFERRED
ITEMS REGARDING BOARDS AND COMMISSIONS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the appointment of Kevin Cline to the Solid Waste Advisory Committee to fill a vacant Citizen-at-Large position, effective immediately

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Adopt Resolution No. 2018-042 in the matter of declaring a state of economic emergency for the oyster industry and imploring state and federal agencies to provide immediate regulatory relief to once again allow for the effective control of burrowing shrimp in Willapa Bay

Accept the RFQ from Attorney Eric Weston for Board of Equalization and Board of Health Ordinance Hearing Examiner and authorize County Administrative Officer to negotiate Contract for approval (Other RFQs received from Susan Elizabeth Drummond, PLLC of Kirkland, WA and from Attorney Michael Turner of Raymond, WA)

Confirm Acceptance Letter to Washington State Archives for the Technology Tool Grant in the amount of $9,900, noting this is unanticipated revenue and a supplemental will be required

Approve the 31st Annual Derald D. Robertson Safety Awards to be presented at the October 24, 2018 ceremony

EXECUTIVE SESSION – None held

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Grant Agreement No. G-6260 with the Office of the Secretary of State in the amount of $9,900 and approve the Purchase Order and Terms and Conditions from SMARSH in the amount of $9,948 not including any applicable taxes after the fully executed Grant Agreement is returned from the Secretary of State and authorize Chair to sign both and adopt Resolution No. 2018-043 recognizing and authorize software purchase from SMARSH as a “single source of supply” provider

Approve Vendor Claims, Warrants Numbered 144086 thru 144195 in the amount of $128,982.41, subject to adequate budget appropriations
ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve hire of Linda Andrews, Administrative Asst. II, Grade 9, Step 1, effective October 29, 2018, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve County Administrative Officer’s signature on the application for an economic opportunity grant from the Community Development Block Grant Program through the Washington State Department of Commerce in the amount of $1,800,000 to upgrade the sawmill located on the County’s property and kiln operations at the Port of Willapa Harbor, which will create 60 much needed family wage jobs in our community

EXECUTIVE SESSION – None held

RECESS – 9:16AM

PUBLIC HEARING

ATTENDANCE: Chair Olsen, Commissioner Wolfe, Commissioner Ayers, Management & Fiscal Analyst Paul Plakinger

Chair Olsen opened the public hearing at approximately 10:02AM, to consider adoption of the 2019-2024 Transportation Improvement Program; 2018-2023 Capital Improvements Plan for Parks & Recreation and FCZD #1, and consider increased property tax revenues and consider adoption of final fy2019 county budget.

Paul Plakinger was sworn in and provided an overview of the draft fy2019 budget. He indicated the fy2019 budget is not ready for adoption and the hearing will need to be continued to November 13, 2018.

Chair Olsen continued the public hearing to November 13, 2018 at 10:00AM or as soon thereafter as possible.

There being no further business to come before the Board the meeting was closed at approximately 10:04AM.

SIGNATURE BLOCK ON THE FOLLOWING PAGE
OTHER BUSINESS FOR FILING


October 2018 payroll [out-of-class pay] for Brandi Keightley.


Notice dated October 8, 2018, of insurance cancellation for Tienda La Chispita, effective October 28, 2018 [2018 Fair vendor].

Email dated October 11, 2018, from Sandra Edwards regarding establishing an Abatement Fund.

Email dated October 17, 2018, providing notification of Deputy Darree Smith’s retirement effective November 30, 2018.


Copy of letter dated October 19, 2018, from Superior Court Judge Doug Goelz providing notification of his retirement effective December 31, 2018.

Letter dated October 19, 2018, from National Forest Counties and Schools Coalition regarding Secure Rural Schools funding for fy2017 and 2018.

Notice dated October 22, 2018, from the WA State Liquor and Cannabis Board regarding renewal of Liquor License for Pioneer Mart LLC and Chinook Country Store.
MEMO dated October 26, 2018, from Amanda Bennett regarding recommendations for fy2019 lodging tax funding.

BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

October 1, 2018
Public hearing-filing of draft fy2019 preliminary budget
Superior Court/Juvenile fy2019 budget workshop
Departmental Briefings
Health Department fy2019 budget workshop
Workshop re: County Fair

October 8, 2018
Meeting Agenda Review
Executive Session 42.30.110(1)(g)

October 9, 2018
BOH/BOCC meeting
Sheriff’s Office fy2019 budget workshop
Elected Officials Meeting
Sheriff’s Office fy2019 budget workshop
Treasurer’s Office fy2019 budget workshop

October 10, 2018
Public Works fy2019 budget workshop

October 15, 2018
fy2019 budget workshop
Departmental Briefings
Workshop w/ Public Works

October 17, 2018
New Pacific Hardwoods CDBG Application Workshop

October 22, 2018
Meeting Agenda Review
Workshop re: veterans’ assistance

October 23, 2018
BOH/BOCC meeting
Public hearing – fy2019 budget
Workshop re: staffing/fy2019 budget
AGENDA REQUEST FORM

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE: DPW</th>
<th>DIVISION (if applicable): Roads</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE: Mike Collins, Director/County Engineer</td>
<td>PHONE / EXT: 3368</td>
</tr>
<tr>
<td>SIGNATURE: [Signature]</td>
<td>DATE: 11-01-18</td>
</tr>
</tbody>
</table>

NARRATIVE OF REQUEST
Authorize Engineer to sign Interagency Agreement between Washington State Parks and Recreation Commission and Pacific County Agreement No. IA 719-148 for Ocean Beach Gap Road Access.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Interagency Agreement No. IA 719-148 with WA State Parks and Recreation Commission pertaining to maintenance of ocean beach approaches and authorize Director to sign
INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
Pacific County Dept of Public Works
AGREEMENT NO. IA 719-148

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and Pacific County Department of Public Works hereinafter referred to as the "County".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of State Parks and that the County can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The COUNTY shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the below scope of work:

1. The Ocean Beach Approach (OBA), previously referred to as "gap roads", maintenance, defined as the section of the OBA that provides beach access between the November 11, 1889 line, or ordinary high tide or westerly from the last point of development or private access, whichever is furthermost west and the existing high tide line as is now or may be.

2. The COUNTY shall continue to maintain all OBAs at the expense of the COUNTY. The State, subject to the availability of State funds, shall reimburse the COUNTY for maintenance during the fiscal years of 2017-2018 and 2018-2019, ending June 30, 2019, for OBA's as follows:

<table>
<thead>
<tr>
<th>Pacific County OBA's, twenty-five feet (25 ft) of centerline:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Midway (currently closed)</td>
</tr>
<tr>
<td>(2) Oysterville</td>
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<tr>
<td>(3) Ocean Park</td>
</tr>
<tr>
<td>(4) Cranberry</td>
</tr>
<tr>
<td>(5) Klipsan</td>
</tr>
<tr>
<td>(6) Seaview</td>
</tr>
<tr>
<td>(7) Warrenton Cannery</td>
</tr>
</tbody>
</table>

3. The COUNTY will maintain the O BA's designated by this Agreement for public access as needed for each individual OBA. The amount of expected public usage will determine the degree of maintenance for an OBA. The COUNTY maintenance policy is to keep the OBA's accessible when the OBA has high demand for usage and to not maintain when usage falls to low demand.
4. PARKS shall post the OBA's with the necessary signs, covering such regulations of the State as are now in effect, provided that the COUNTY will put up warning signs if the COUNTY determines that an OBA is dangerous for current use, at any given time.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2017, and be completed on June 30, 2019, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2019, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Seventy-Seven Thousand, And 00/100ths Dollars ($77,000.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

The County shall submit invoices no more often than monthly. Payment to the County for approved and completed work will be made by warrant or account transfer by State Parks within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may
request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. applicable state and federal statutes and rules;
b. statement of work; and
c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREBIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Cost Code: 23500
The Project Representative for County is: Michael W. Collins, County Engineer, (360) 875-9368

The Project Representative for State Parks is: Jay Carmony, Assistant Region Director, (360) 725-9773

IN WITNESS WHEREOF, the parties have executed this Agreement.

Pacific County
Department of Public Works

By: ____________________________
Title: __________________________
Date: __________________________

Washington State Parks and Recreation Commission

By: ____________________________
Title: Chief Financial Officer
Date: __________________________

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07
AGENDA REQUEST FORM

AGENDA ITEM REQUEST

DEPARTMENT/OFFICE: Department of Public Works
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer
SIGNATURE: ____________________________
DATE: 11-06-18
NARRATIVE OF REQUEST

Request to award the Pacific County Courthouse Exterior Lead Paint Abatement Project. Bids to be opened on November 8, 2018.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)
Award the Courthouse Exterior Lead Paint Abatement Project to ______________________ in the amount of $______________________________
TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  

☐ APPROVED  ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO: ____________________________

☐ CONTINUED TO DATE: ____________________________  ☐ TIME: ____________________________

☐ OTHER: __________________________________________________________

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court  
☐ CF  ☐ Auditor  ☐ EMA  ☐ PACCOM  ☐ Treasurer  
☐ SEA  ☐ Clerk  ☐ Fair  ☐ Prosecutor  ☐ Veg Mgmt  
☐ Civil Service  ☐ Health  ☐ SDC  ☐ WSU Ext.  
☐ DCD  ☐ Juvenile  ☐ Sheriff  ☐ 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: Pacific County Fair

OFFICIAL NAME & TITLE: William H Monohon

SIGNATURE: ____________________________

DATE: 10/29/2018

NARRATIVE OF REQUEST

Attached winter storage agreements 2018-2019 Pacific County Fair

Bruce Wilepp
Nick Ancich
Sam Adams
Robert Yerek
Bannish Painting & Drywall Inc
Cal & Mary Bogar
 Randall Mapes

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

Approve the 2018-2019 Winter Storage Agreements with Bruce Wilepp, Nich Ancich, Sam Adams, Robert Yerek, Bannish Painting & Drywall, Inc., Cal & Mary Bogar, and Randall Mapes and authorize Chair to sign
PACIFIC COUNTY FAIRGROUNDS
2018-19 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ___ day of __________, 2018 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and

(RENTER)

Bruce Weilepp 360-675-5919
Print Name Contact Phone #
PO Box 1040 State: WA 98534
Mailing Address City State ZIP

VEHICLE/EQUIPMENT BEING STORED:

1974 Miley Horse Trailer Red
Vehicle Year Vehicle Make Vehicle Model
Horse Trailer (old) Old row boat 20 Feet
Vehicle License State Length Color Red

PROOF OF INSURANCE RECEIVED: no - old trailer / copy of registration / no insurance
EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: Not Needed
BUILDING STORED: Horse Barn

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on September 29, 2018 and shall end on April 30, 2019.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

7. ABANDONMENT
In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES
RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER’s needs.
9. ACCESS TO PREMISES
A. The parties agree that LANDLORD shall maintain sole possession and control of the
premises and may reasonably limit access to the premises by RENTER. RENTER
shall be permitted periodic access to the premises and to the stored property as follows:
The premises will be open to access by persons with stored items at the discretion of the
Maintenance Manager.
B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items
from the premises and replace the items on the premises during the term of the Rental
Agreement. However, each removal and replacement of stored items shall be subject to
a service charge of $50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE
RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the
term of the Rental Agreement based on the following schedule:

☐ Rent for Off-Season Storage shall be paid in accordance with Pacific County User
Group Fees as adopted by Resolution 2017-013 (or its replacement), which is attached
to this Agreement. Additionally, the full rental amount is to be paid upon signing of the
Rental Agreement with proof of insurance

11. LIABILITY INSURANCE
A. This Rental Agreement is made upon the express condition that the LANDLORD shall
be free from all liability and claims for damages by reason of injuries of any kind to any
persons, including RENTER, or any property of any kind whatsoever, and to
whomsoever belonging, including RENTER, from any cause or causes whatsoever,
while in, upon, or in any way connected with the premises, during the term of this
Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall
not be responsible for the theft or damage, if any to such property caused by fire, water
or from any cause whatsoever.
B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost,
or obligation on account of or arising out of any such injuries or losses however
occurring.
C. RENTER agrees to waive any rights of subrogation that any third party may assert as a
result of damage to the stored property. In the event RENTER suffers loss or damage
for which LANDLORD could be held liable and carries a policy or policies of insurance
covering such loss or damage, RENTER expressly waives any rights of subrogation that
the insurance carrier may assert against LANDLORD as a result of such damage.
D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount
acceptable to LANDLORD on the property stored on the premises, and shall provide
LANDLORD with a certificate of insurance documenting such coverage.

12. CASUALTY
In the event the premises shall be damaged by fire or other casualty during the term of the
Rental Agreement, whereby the premises shall be rendered untenantable, either LANDLORD
or RENTER may cancel this Rental Agreement by written notice delivered to the other. On
such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and
RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by
the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of
RENTER, RENTER’s licensees or invitees.
13. DEFAULT
The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD’s option take any of the following actions:

A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.
C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER’s property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

14. ATTORNEY’S FEES
In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney’s fees as may be determined by the court.

15. GOVERNING LAW AND VENUE
It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS
Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.
17. SERVERABILITY
In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

Bruce Anderson 10/29/14 William McDonald 10/25/2018
RENTER DATE COUNTY SIGNATOR DATE

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

CHAIRMAN DATE

<p>| SEE ATTACHED RECEIPT OF  |</p>
<table>
<thead>
<tr>
<th>THE FOLLOWING PAYMENT</th>
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<tbody>
<tr>
<td>Receipt No.</td>
</tr>
<tr>
<td>Insurance Certificate Received</td>
</tr>
<tr>
<td>Total Paid</td>
</tr>
<tr>
<td>Building Stored</td>
</tr>
</tbody>
</table>

Two units:
old horse trailer/red old wooden row boat
(Not Insured)
Confirm Manager’s signature on Agreement Number K2481 with State of WA Department of Agriculture Fairs Program Grant in the amount of $53,733 for capital improvement project at the fairgrounds.
STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE
FAIRS PROGRAM

AGREEMENT

This Agreement is entered into by and between Pacific County, a political subdivision within the State of Washington, (hereinafter referred to as the Contractor) and the Washington State Department of Agriculture (hereinafter referred to as the Department).

RECITALS:

1. The Department has the statutory authority to administer the Fairs Program under chapter 15.76 RCW, the Agricultural Fairs, Youth Shows, Exhibitions Act; and

2. The Department is also given the responsibility to administer funds for capital projects for those entities qualifying under RCW 15.76.165; and

3. The Washington State Legislature established a one-time appropriation for the 2017-2019 biennium to make grants for capital projects that make health or safety improvements to agricultural fair grounds or fair facilities in order to benefit participants and the fair-going public; and

4. The enabling statute also provides that local governments and nonprofit organizations may apply to the director for grants of capital funding available on a competitive basis (RCW 15.76.165).

NOW, THEREFORE, the parties hereto agree as follows:

1. FUNDING

The funds to be paid to the Contractor hereunder shall be a sum up to, but not to exceed $53,733.

2. STATEMENT OF WORK

a) Funds awarded under this performance-based Agreement shall be used solely for a capital improvement project for mold removal in the Sewing and Floral buildings and to repave at the Contractor's fair facility located at 5 Fair Lane, Menlo, WA, 98561.

b) The Contractor agrees to complete the project as described in their Application for Capital Improvement Grant and to invoice the Department an amount not to exceed $53,733.

c) The Contractor shall perform in accordance with the terms and conditions of this Agreement and the following exhibit; which, by this reference, is made a part of this Agreement:
EXHIBIT A – Application for Capital Improvement Grant Funds on behalf of the Contractor

d) All applicants who receive grant funds must follow applicable procurement procedures.

3. SPECIAL CONDITION(S)

During the period of this contract and for a period of three years following termination of the Agreement, the Contractor agrees in consideration for the funding received under this Agreement to provide one or more of the following Community Benefits:

a) To use the project/capital facility in public interest in the course of holding an agricultural fair as defined by RCW 15.76.110.

b) To charge reasonable standard admission fees for general public admission to the agricultural fair, if applicable, and to the extent possible, provide discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.

c) Provide for access to the fair and its exhibits and programs to persons of differing abilities.

d) Where possible, making the fairground or fair facility available for rental at reasonable or discounted cost for educational or public programs benefitting the public interest.

e) Provide space for charity and other nonprofit community organizations to conduct fundraising and/or educational activities.

f) Support other local groups and programs with similar interests in promoting the welfare of farm people and rural economic development by including the exhibition of livestock and agricultural produce of all kinds; exhibition of related arts and manufactures including products of the farm home; and, exhibition of educational contests, displays and demonstrations designed to train youth.

4. CONTRACT PERIOD

a) The effective date of this Agreement shall be the date of the last signature of the contracting parties.

b) Unless terminated earlier pursuant to provisions of this contract, the termination date shall be June 30, 2019.

5. PAYMENT AND DOCUMENTATION OF MATCHING FUNDS OR IN-KIND

Upon completion of the capital improvement project, the Contractor shall provide to the Department documentation and receipts detailing the amount paid for the project, including documentation of the non-state matching requirements, if non-state matching was a part of the budget for the improvement outlined in Exhibit A. The Contractor shall provide a letter or evidence of completion of any work performed with
all invoices submitted which document satisfactory performance of the Agreement. Before and after photos of the project are encouraged. The Department will not pay invoices not accompanied by such documentation. All documentation for final payment must be received no later than July 31, 2019 or the Contractor will not be paid for the project discussed herein. Payment will not be provided for any work conducted or purchases made after June 30, 2019.

Instead of one invoice, the Contractor may submit invoices, documentation of satisfactory performance, and proper receipts of expenses on a more frequent basis provided it is not more than once a month.

6. **DISALLOWED COSTS**

   The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

7. **EVALUATION, REPORTING, AND MONITORING**

   a) The Contractor shall submit documentation to the Department when the project is completed and shall confirm that the terms and conditions of this Agreement have been met, including a report of compliance with the Community Benefit provisions of Section 3.

   b) The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this Agreement, including an on-site inspection of the capital improvement project after its completion and prior to June 30, 2019.

   d) The Department or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all the Contractor's records with respect to the matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. The contractors shall retain records for a period of six years following completion of the project.

8. **NONDISCRIMINATION PROVISION**

   a) During the performance of this Agreement, the Contractor shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to chapter 49.60 RCW, Washington's law against discrimination, and 42 U.S.C. 12101 et. seq., the Americans with Disabilities Act (ADA).

   b) In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible under this Agreement. If that be deemed the situation, the Contractor will not receive reimbursement for the capital project outlined in Exhibit A in the

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Page 3 of 8
amount identified in this Agreement. The Contractor shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth in Section 21 of this Agreement.

9. CONTRACT MODIFICATIONS

The Department and the Contractor may, from time to time, desire to make changes to this Agreement. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto prior to implementation of the changes, and that any oral understanding or agreements not incorporated herein shall not be binding.

10. TERMINATION OF AGREEMENT

a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement and deny reimbursement of special assistance funds to the Contractor if such default or violation is not corrected within 20 days after the Department submits written notice to the Contractor describing such default or violation; Provided, that if more than 20 days are required to correct any such default or violation and the Contractor has initiated appropriate corrective measures as reasonable determined by the Department, the Department will not terminate this Agreement for such default or violation.

b) In the event the Contractor is unable to complete the capital project prior to June 30, 2019, in accordance with the terms and conditions as outlined in this Agreement, the Contractor will not receive reimbursement for the capital project outlined in Exhibit A in the amount stated in this Agreement.

c) The Department has the right to terminate the Agreement by giving written notice to the Contractor at least ten 10 days before the effective date of termination. If this Agreement is so terminated, the Department is liable only for payments required under the terms of this Agreement for work completed prior to termination.

11. WAIVER

The Department’s failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.
12. HOLD HARMLESS

a) It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

b) This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the Department and the State of Washington are not liable for damages or claims from damages arising from any subcontractor’s performance or activities under the terms of the contracts.

13. RECAPTURE PROVISION

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Agreement, the Department reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the date of authorization of the grant. Such right of recapture shall exist for a period not to exceed three years following termination of the Agreement. Repayment by the Contractor of state funds under this recapture provision shall occur within 30 days of demand. In the event that the Department is required to institute proceedings to enforce this recapture provision, the Department shall be entitled to its costs thereof, including reasonable attorney’s fees.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any real property improved or constructed with funds awarded under this Agreement and does not assert and will not require any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that the Department may bring against the Contractor in recapturing funds expended in violation of this Agreement.

15. RELATIONSHIP BETWEEN THE PARTIES

The Contractor and its employees or agents performing under this Agreement are not deemed to be employees of the Department nor agents of the Department in any manner whatsoever, nor will they hold themselves out as nor claim to be officers or employees of the Department or of the State of Washington hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington.
16. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a) Applicable state and federal statutes and rules;
b) The terms and conditions of this Agreement;
c) Any other provisions of the agreement, including materials incorporated by reference.

17. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

18. ENTIRE AGREEMENT

This Agreement and all attachments hereto contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attachments shall be deemed to exist or to bind any of the parties hereto.

19. SIGNAGE AND MARKERS

If, during the period covered by this Agreement, the Contractor displays signs or markers or circulates any communication identifying the financial participants in the project, any such sign, marker, or communication must identify the State of Washington and the Washington State Department of Agriculture - Fairs Program as participants. The provisions of this section shall also apply to any permanent signs or markers displayed at the project site.

20. PREVAILING WAGE

The project funded under this Agreement may be subject to state prevailing wage law (chapter 39.12 RCW). The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine whether prevailing wages must be paid. If the project funded by this Agreement is subject to state prevailing wage laws, the Contractor shall comply with chapter 39.12 RCW, including requiring any contractor or subcontractor it employs to submit to the Contractor a “Statement of Intent to Pay Prevailing Wages” and an "Affidavit of Wages Paid" as required by RCW 39.12.040. The Department is not responsible for determining whether prevailing
wage applies to this project or for any prevailing wage payments that may be required by law.

21. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the Department, a representative appointed by the Contractor, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

22. CHANGE OF OWNERSHIP OR USE

a) The Contractor understands and agrees that any and all real property or facilities acquired, constructed, improved, or rehabilitated using state funds under this Agreement shall be held and used by the Contractor for a period of three years following termination of the Agreement for the express purpose or purposes stated in Exhibit A or elsewhere in this Agreement.

b) In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay to the state general fund the amount of the grant and interest as provided in Section 13.

23. HISTORICAL AND CULTURAL ARTIFACTS

Pursuant to Executive Order 05-05, in the event that historical or cultural artifacts are discovered at the project site during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Department of Archaeology and Historic Preservation. The Executive Order is included as Exhibit B and is by this reference incorporated into this Agreement.

24. ADMINISTRATION

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<table>
<thead>
<tr>
<th>The Contract Manager for the Contractor is:</th>
<th>The Contract Manager for the Department is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Monohon, Fair Manager</td>
<td>Teresa Norman, Fairs Program Coordinator</td>
</tr>
<tr>
<td>Pacific County Fair</td>
<td>Washington State Dept. of Agriculture</td>
</tr>
<tr>
<td>5 Fair Lane</td>
<td>1111 Washington Street SE</td>
</tr>
<tr>
<td>PO Box 142</td>
<td>PO Box 42560</td>
</tr>
<tr>
<td>Menlo, WA 98561</td>
<td>Olympia, WA 98504-2560</td>
</tr>
<tr>
<td>Telephone: 360-942-3713</td>
<td>Telephone: 360-902-2043</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:bmonohon@co.pacific.wa.co">bmonohon@co.pacific.wa.co</a></td>
<td>E-mail: <a href="mailto:tnorman@agr.wa.gov">tnorman@agr.wa.gov</a></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON DEPT OF AGRICULTURE

Henri Gonzales
Printed Name

Signature

Administrative Regulations Manager
Title

May 23, 2018
Date

PACIFIC COUNTY

William H. Mannion
Printed Name

Signature

Pacific County Fair Manager
Title

5/23/2018
Date
Application for Capital Improvement Grant Funds

Application Date: 4/16/2018
(See reverse for eligibility requirements & application process)

<table>
<thead>
<tr>
<th>Name of Fair</th>
<th>Application Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County Fair</td>
<td>4/16/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Fair Lane</td>
<td>PO Box 142</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Mailing City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Menlo</td>
<td>WA</td>
<td>98561</td>
<td>Menlo</td>
<td>WA</td>
<td>98561</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Requesting Officer (Please Print)</th>
<th>Phone Number (Include Area Code)</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>William H Monohon (Bill) Fair Mgr</td>
<td>360-942-371'3</td>
<td><a href="mailto:bmonohon@co.pacific.wa.co">bmonohon@co.pacific.wa.co</a></td>
</tr>
</tbody>
</table>

If you submit more than one Application for Capital Improvement Grant Funds, what priority is this Application (1 being highest priority)?

This application is priority 1 of the 2 grant applications we intend to submit for this fair.

<table>
<thead>
<tr>
<th>Capital Improvement Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Capital Improvement (Use Additional Pages if Necessary)</td>
</tr>
<tr>
<td>Water drainage remediation for Sewing and Floral Buildings</td>
</tr>
<tr>
<td>French drain around sewing building, insert perforated piping, running pipes to county drainage system.</td>
</tr>
<tr>
<td>Floral building connecting down spouts to drain pipes running out to county drainage system.</td>
</tr>
<tr>
<td>Replace all pavement and concrete disturbed in.</td>
</tr>
<tr>
<td>Mold remediation in the storage and Vegetable adjoining buildings.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount Requested from WSDA</th>
<th>Total Project Amount</th>
<th>Type of Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 63215.00</td>
<td>63215.00</td>
<td>☐ Monetary ☐ In-Kind ☐ Both Monetary &amp; In-Kind XX ☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Matching funds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Health / Safety / Legal Requirement of Capital Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mold issue in the adjoining storage and vegetable buildings from moisture of this issue.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What is the Impact if you were to receive a grant award less than requested?</th>
<th>Can The Project Be Completed By June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial remediation would be done.</td>
<td>XX ☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>I hereby certify under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.</td>
</tr>
<tr>
<td>Signature of Officer Completing Application</td>
</tr>
<tr>
<td>William H Monohon</td>
</tr>
</tbody>
</table>
EXECUTIVE ORDER 05-05

ARCHEOLOGICAL AND CULTURAL RESOURCES

WHEREAS Washington has a rich and diverse cultural heritage, as represented by the numerous archaeological and historic sites that have been identified and located throughout our state; and

WHEREAS preservation and protection of these sites provides educational and cultural values for all citizens and leads to better understanding between cultures of our shared history; and

WHEREAS many citizens of Washington contribute their time and efforts to preserve and protect Washington's unique archaeological and historic sites, and traditional cultural places; and

WHEREAS these sites and places hold special cultural, historical, and spiritual significance for both tribal members and citizens of Washington; and

WHEREAS the Department of Archaeology and Historic Preservation (DAHP) and the Governor’s Office of Indian Affairs (GOIA) have key statewide responsibility to enhance the public’s awareness of the need and value of protecting Washington’s heritage and establish effective consultation with Native American tribal governments.

NOW, THEREFORE, I, Christine O. Gregoire, Governor of the state of Washington, hereby order all state agencies to:

1. Review capital construction projects and land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106), with the DAHP and affected Tribes to determine potential impacts to cultural resources. This review shall be required on all capital construction projects unless they are categorically exempted by DAHP. Cultural resources are defined as archeological and historical sites and artifacts, and traditional areas or items of religious, ceremonial and social uses to affected tribes. This review should be done as early in the project planning process as possible. Should DAHP identify a known culturally significant site in the area of a project, or should DAHP inform the agency of the potential that such a significant site is likely to be found in a project locale, the agency shall:
A. Work with DAHP and affected Tribes on appropriate archaeological survey and mitigation strategies consistent with state and federal laws.

B. Consult with affected Tribes in a way that includes a face-to-face meeting or other agreed upon method to discuss the project before a state agency completes the project design. The agency will work with GOIA and DAHP to identify affected Tribes and, if needed, seek their help to arrange a meeting to discuss the project in question. If an agency is unable to arrange such a meeting, it will promptly notify GOIA and DAHP of the situation.

C. Take reasonable action to avoid, minimize or mitigate adverse effects to the archaeological or cultural resource.

D. Notify DAHP and GOIA, in advance, of any meeting with affected Tribes during which matters concerning cultural resources related to a capital construction project will be discussed, and extend invitations to both agencies to attend any such meetings. If representatives from DAHP or GOIA cannot attend, the agencies will provide DAHP and GOIA with detailed meeting notes.

2. Submit all agreements between state agencies and affected Tribes concerning cultural resources that are developed outside the Section 106 process for review and comment to DAHP. DAHP's review and comment on any such agreement must occur before the agency can sign such agreement. Consult with DAHP and affected Tribes during project design and prior to construction on projects not undergoing Section 106 review, as a condition to receiving state grants or loans for the purposes of a capital construction project. Should either DAHP or the affected Tribes identify cultural resources affected by the proposed project, the state agency or agencies will ensure that the grant recipient finds reasonable ways to avoid, minimize or mitigate impacts to the resource before state funding is disbursed. State agencies shall take steps to insure that this type of review is incorporated into their grant and loan management process.

3. The Office of Financial Management is directed to include in its capital budget instruction a requirement that agencies consult with DAHP and GOIA, as appropriate, as part of the budgeting process for pre-design, design and construction.

4. To the extent that they have not already received training, all appropriate state agency employees managing capital construction projects or pass through capital grants will attend Government-to-Government training and Cultural Resource training provided by GOIA and DAHP.

5. By January 15, 2007, DAHP shall report back to the Governor's Office and the Office of Financial Management on the implementation of this executive order including any recommendations on ways of improving implementation.
I invite institutions of higher education, public schools, statewide elected officials, boards, commissions, and others to implement the practices herein described within their agencies.

This executive order takes effect immediately.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the state of Washington to be affixed at Olympia this 10th day of November, Two Thousand and Five.

CHRISTINE O. GREGOIRE
Governor of Washington

BY THE GOVERNOR:

Secretary of State
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: ____________________________

□ CONTINUED TO DATE: ____________________________  TIME: ____________________________

□ 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: Sheriff's Office  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett  PHONE / EXT: 2283

SIGNATURE:  ________________________________________  DATE: 10/15/2018

NARRATIVE OF REQUEST

Request the BOCC acknowledge/confirm the Sheriff’s signature on the (3) Interagency Agreements between the Washington Traffic Safety Commission and Pacific County Sheriff’s Office for funding for traffic safety emphasis patrols and Law Enforcement Liaison deliverables.

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

Confirm Sheriff’s signature on three Interagency Agreements with the Washington Traffic Safety Commission for funding traffic safety emphasis patrols and Law Enforcement Liaison deliverables.
INTERAGENCY AGREEMENT

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

PACIFIC COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and PACIFIC COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for the SUB-RECIPIENT to participate in traffic safety grant project 2019-HVE-3196-Washington Traffic Safety Commission, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols and related activities as outlined in the Statement of Work (SOW), in support of Target Zero priorities.

Grant 2019-HVE-3196-Washington Traffic Safety Commission was awarded to the Region 2 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region’s HVE grant.

The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to HVE emphasis areas for which your agency has received HVE funding.
GOAL: To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

SCOPE OF WORK: The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts written requests for moderations to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for HVE enforcement in a variety of emphasis areas: impaired driving enforcement, distracted driving enforcement, seat belt use enforcement, flex patrols, motorcycle safety patrols, Target Zero Teams.

HVE Enforcement Plan Requirement:

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem Statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy
- Evaluation plan

Statewide Impaired Driving Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaigns:

- Holiday DUI Patrols – December 12 – January 2
- Drive Sober or Get Pulled Over – August 16 – September 3

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 6:00 p.m and will occur Thursday-Sunday.

Up to 40% of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event.

This funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region’s TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
• WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
• The training officer must be a Drug Recognition Expert or ARIDE trained.
  o TZMs can submit a request for an officer who doesn’t meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
• There must be a review of the SFST procedure prior to the enforcement activity.
• There is a limit of 2 times per year that an officer can be a mentee.
• Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
• Each region or county-level task force can set additional requirements for participation in this use of funding.
• To be eligible for this activity, the task force must have a policy for DUI Mentoring.
• Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

• Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
• Each establishment is counted as 1 contact on the Officer Activity Log.
• The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

Statewide Distracted Driving Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

• On the Road Off the Phone – March 28 – April 14

With the State of Washington’s new distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations.

Up to 40% of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for distracted driving enforcement.

Statewide Seat Belt Use Enforcement:
The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- **Click It or Ticket – May 13 – June 2**

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use.

Up to 40% of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for seat belt use enforcement.

**Flex Patrols:**

The local Task Force may coordinate local impaired driving, seatbelt, distracted driving, or speeding HVE events during the contract period. Dates of flex HVE events may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC. Ideally, the HVE mobilization plans for flex patrols are sent to the WTSC for review at least 2 months prior to the event date. Only enforcement activity conducted during a pre-approved event will be considered for reimbursement.

This funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region’s TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- The activity must be during a Friday or Saturday night.
- WTSC approval for impaired driving mentorship is done through email communication with the Target Zero Teams WTSC Program Manager. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer.
  - TZMs can submit a request for an officer who doesn’t meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 Target Zero Team or other impaired driving enforcement mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers
who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)

- Each establishment is counted as 1 contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

**Motorcycle Safety Patrols**

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- Motorcycle Safety Patrols – July 5 – 21

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes speeding, impaired riding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

**Target Zero Teams Patrols:**

The agency will engage in impaired driving multijurisdictional HVE patrols. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Whenever possible the Target Zero Teams patrols shall begin after 4:00 p.m. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement. Funds may be used toward impaired driving training purposes, on a case by case basis. Requests should be made in writing prior to the training, submitted to the TZM, and approved by the WTSC.

Target Zero Teams funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region’s TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- The activity must be during a Friday or Saturday night.
- WTSC approval for impaired driving mentorship is done through email communication with the Target Zero Teams WTSC Program Manager. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer.
  - TZMs can submit a request for an officer who doesn’t meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
• There must be a review of the SFST procedure prior to the enforcement activity.
• There is a limit of 2 times per year that an officer can be a mentee.
• Funds permitting, mentees will participate in at least 1 Target Zero Teams or other impaired driving enforcement mobilization after completing mentoring.
• Each region or county-level task force can set additional requirements for participation in this use of funding.
• To be eligible for this activity, the task force must have a policy for DUI Mentoring.
• Funding will pay for overtime for the mentor officer and the mentee officer.

Standardized Field Sobriety Testing (SFST) Training Requirement:

The agency certifies that all officers participating in these patrols are SFST trained and meet the following requirement:

• Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
• Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
• Officer must be a certified Drug Recognition Expert.
• For impaired driving HVE mobilizations, there is one additional requirement:
  o Officers must have made a DUI/DWI arrest within the past twelve months.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. At least one individual must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.

3.1. MILESTONES AND DELIVERABLES

<table>
<thead>
<tr>
<th>Mobilization</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUI Holiday Patrols</td>
<td>December 12 - January 2</td>
</tr>
<tr>
<td>Distracted Driving</td>
<td>March 28 – April 14</td>
</tr>
<tr>
<td>Click It or Ticket</td>
<td>May 13 - June 2</td>
</tr>
<tr>
<td>Motorcycle Safety Patrol</td>
<td>July 5 - 21</td>
</tr>
<tr>
<td>DUI Drive Sober or Get Pulled Over</td>
<td>August 14 - September 2</td>
</tr>
</tbody>
</table>

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed the total grant award for the region. The funding award for the SUB-RECIPIENT’S region is detailed in section
All law enforcement agencies who are active members of the Region 2 traffic safety task force are eligible to participate in this grant. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

Comp-time is not considered overtime and will not be approved for payment.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Up to 40% of the statewide enforcement funding can be expended during dates outside of the designated statewide campaign periods. However, impaired driving funds must be used during another national impaired driving enforcement campaign or other large local event.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded $45,050.00 to the Region 2 traffic safety task force for the purpose of conducting coordinated HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region’s traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for Region 2 is as follows:

| Statewide Impaired Driving Patrols (Section 405d, CFDA 20.616) | $18,250.00 |
| Statewide Distracted Driving Patrols (Section 402, CFDA 20.600) | $16,000.00 |
| Statewide Click It or Ticket (Section 405b, CFDA 20.616) | $5,800.00 |
| Flex Funding (Local DUI, Speed, Distracted, and Seat Belt Enforcement) (Section 402, CFDA 20.600) | $5,000.00 |
| Motorcycle Safety (164 Funds, CFDA 20.608) | $0.00 |
| Target Zero Teams (Section 405d, CFDA 20.616) | $0.00 |
3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. PARTICIPATION REQUIREMENTS AND CONDITIONS
For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the “Multijurisdictional High Visibility Enforcement Protocols,” which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

5. PERFORMANCE STANDARDS
Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

6. ACTIVITY REPORTS
The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Log to their regional TZM, or by other approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section.

7. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

8. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’s Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

9. ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the Parties. 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.

10. ASSIGNMENT
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable
federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

11. ATTORNEYS’ FEES
In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

12. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WTSC’s online grant management system within 10 days of receipt.

All invoices for reimbursement include the following:
• Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
• Emphasis Patrol Log for each officer
• WTSC’s Overtime Log or the SUB-RECIPIENT’s overtime approval sheets signed by the officer’s supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, must be received by WTSC no later than August 10, 2019. All invoices for goods received or services performed between July 1, 2019 and September 30, 2019, must be received by WTSC no later than November 15, 2019.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

14. COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

15. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

16. DISPUTES
16.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT’s receipt of WTSC’s written
decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT’s appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

16.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

17. GOVERNANCE
17.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

17.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

17.2.1. Applicable federal and state statutes and rules
17.2.2. Terms and Conditions of this Agreement
17.2.3. Any Amendment executed under this Agreement
17.2.4. Any SOW executed under this Agreement
17.2.5. Any other provisions of the Agreement, including materials incorporated by reference

18. INCOME
Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

19. INDEMNIFICATION
19.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.
19.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

19.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

20. INDEPENDENT CAPACITY
The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

21. INSURANCE COVERAGE
21.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

21.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

22. LICENSING, ACCREDITATION, AND REGISTRATION
The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

23. RECORDS MAINTENANCE
23.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

24. RIGHT OF INSPECTION
The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable
times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

25. RIGHTS IN DATA
25.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC’s discretion under any new funding limitations or conditions.

27. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
28. SITE SECURITY
While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

29. TAXES
All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

30. TERMINATION FOR CAUSE
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC’s discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

32. TREATMENT OF ASSETS
32.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

32.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

32.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

32.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

32.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.
32.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT’s employees, agents, or sub-contractors.

33. WAIVER
A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

34. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

35. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

35.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

35.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

35.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

35.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart
9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

35.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

35.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

35.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

35.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

35.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

35.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

36.1. The SUB-RECIPIENT shall:

36.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.
36.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

36.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

36.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

36.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

36.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

38. FEDERAL LOBBYING
38.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

38.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

38.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal
contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

38.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

38.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

39. NONDISCRIMINATION
39.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

39.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

39.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

39.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

39.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

39.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

40. POLITICAL ACTIVITY (HATCH ACT)
The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.
42. STATE LOBBYING
None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

43. DESIGNATED CONTACTS
The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

<table>
<thead>
<tr>
<th>The Contact for the SUB-RECIPIENT is:</th>
<th>The Contact for WTSC is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Tully</td>
<td>Jerry Noviello</td>
</tr>
<tr>
<td><a href="mailto:r.tully@co.pacific.wa.us">r.tully@co.pacific.wa.us</a></td>
<td>WTSC Program Manager</td>
</tr>
<tr>
<td>360-875-9440</td>
<td><a href="mailto:jnoviello@wtsc.wa.gov">jnoviello@wtsc.wa.gov</a></td>
</tr>
<tr>
<td></td>
<td>360-725-9897</td>
</tr>
</tbody>
</table>

44. AUTHORITY TO SIGN
The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

[Signature]
Signature

Printed Name
Scott L. Johnson

Title
Sheriff

Date
9-24-19

WASHINGTON TRAFFIC SAFETY COMMISSION

[Signature]
Signature

Printed Name

Title

Date
INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Pacific County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Pacific County Sheriff's Office, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allocated under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.616, for traffic safety grant project 2019-Sub-grants-3333-Law Enforcement Liaison (LEL) Grant.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK
The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

3.1. MILESTONES AND DELIVERABLES

<table>
<thead>
<tr>
<th>Milestone or Deliverable</th>
<th>Description and completed date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring LEL/TZM Meeting</td>
<td>06/01/2018</td>
</tr>
<tr>
<td>Fall LEL/TZM Meeting</td>
<td>11/01/2018</td>
</tr>
<tr>
<td>HVE Events</td>
<td>09/30/2019</td>
</tr>
<tr>
<td>Target Zero Partners Meeting</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>
3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed $1,500.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

<table>
<thead>
<tr>
<th>SUMMARY OF COSTS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee salaries and benefits</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment (listed in the table below)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Goods or other expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

Salary/Benefits: $1,500 Officer Overtime to support local traffic safety related events.

Travel costs to attend WTSC requested meetings will be reimbursed outside this grant agreement. Prior approval is required for all overnight travel related to meetings requested by the WTSC.

If the LEI uses the funds for something other than salaries and benefits prior approval from the WTSC and an amendment is required.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. The Final Report thoroughly covers the entirety of all grant activities conducted during the course of the entire grant period. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.
5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. 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.

8. ASSIGNMENT
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, must be received by WTSC no later than August 10, 2019. All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, must be received by WTSC no later than November 15, 2019. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee
to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE
15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME
Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION
17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors.

Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT; its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or
subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE
19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION
The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE
21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION
The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations
enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA
23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC’s discretion under any new funding limitations or conditions.

25. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY
While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES
All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may
terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS
30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or subcontractors.

31. WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification,
and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4; suspended; debarred; ineligible; or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING
36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any
federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

37. NONDISCRIMINATION
37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)
The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING
None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

<table>
<thead>
<tr>
<th>The Contact for the SUB-RECIPIENT is:</th>
<th>The Contact for WTSC is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Tully</td>
<td>Edica Esqueda</td>
</tr>
<tr>
<td><a href="mailto:rtully@co.pacific.wa.us">rtully@co.pacific.wa.us</a></td>
<td><a href="mailto:eesqueda@wtsc.wa.gov">eesqueda@wtsc.wa.gov</a></td>
</tr>
<tr>
<td>360-875-9395</td>
<td>360-725-9886 ext.</td>
</tr>
</tbody>
</table>

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Pacific County Sheriff's Office

Signature

Printed Name

Title

9-26-18

Date

WASHINGTON TRAFFIC SAFETY COMMISSION
INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Pacific County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Pacific County Sheriff's Office, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.616, for traffic safety grant project 2019-Sub-grants-3334-Law Enforcement Liaison (LEL) Grant.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK
The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SCW).

3.1. MILESTONES AND DELIVERABLES

<table>
<thead>
<tr>
<th>Milestone OR Deliverable Description and completed date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall LEL/TZM Meeting</td>
</tr>
<tr>
<td>Target Zero Partners Meeting</td>
</tr>
<tr>
<td>Spring LEL/TZM Meeting</td>
</tr>
<tr>
<td>HVE Events</td>
</tr>
</tbody>
</table>
3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed $1,500.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

<table>
<thead>
<tr>
<th>SUMMARY OF COSTS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee salaries and benefits</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment (listed in the table below)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Goods or other expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

Salary/Benefits: $1,500 Officer Overtime to support local traffic safety related events.

Travel costs to attend WTSC requested meetings will be reimbursed outside this grant agreement. Prior approval is required for all overnight travel related to meetings requested by the WTSC.

If the LEL uses the funds for something other than salaries and benefits prior approval from the WTSC and an amendment is required.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. The Final Report thoroughly covers the entirety of all grant activities conducted during the course of the entire grant period. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.
5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. 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.

8. ASSIGNMENT
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, must be received by WTSC no later than August 10, 2019. All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, must be received by WTSC no later than November 15, 2019. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee
to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE
15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the Inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME
Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION
17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or
subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE
19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION
The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE
21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION
The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations
enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC’s discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may
terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS
30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or subcontractors.

31. WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification,
and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING
36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any
federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING
None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS
The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

<table>
<thead>
<tr>
<th>The Contact for the SUB-RECIPIENT is:</th>
<th>The Contact for WTSC is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Bergstrom</td>
<td>Edica Espada</td>
</tr>
<tr>
<td><a href="mailto:jberagstrom@co.pacific.wa.us">jberagstrom@co.pacific.wa.us</a></td>
<td><a href="mailto:eesquedas@wtsc.wa.gov">eesquedas@wtsc.wa.gov</a></td>
</tr>
<tr>
<td>360 875 9395 ext 2291</td>
<td>360-725-9886 ext.</td>
</tr>
</tbody>
</table>

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Pacific County Sheriff's Office

[Signature]

Scott L. Johnson
Printed Name

Sheriff
Title

9-26-17
Date

WASHINGTON TRAFFIC SAFETY COMMISSION
[Signature]
Eilca, Izquieda

Printed Name
Eilca, Izquieda

Program Map

Title
9/27/2018

Date
AGENDA REQUEST FORM

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

BOCC ACTION:  ☐ APPROVED  ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO: ___________________________
☐ CONTINUED TO DATE: ___________________________  TIME: ___________________________
☐ OTHER: ______________________________________

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court
☐ CF  ☐ Auditor  ☐ EMA  ☐ PACCOM  ☐ Treasurer
☐ SEA  ☐ Clerk  ☐ Fair  ☐ Prosecutor  ☐ Veg Mgmt
☐ Civil Service  ☐ Health  ☐ SOC  ☐ WSU Ext.
☐ DCD  ☐ Juvenile  ☐ Sheriff  ☐ 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: Pacific County Communications  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Tim Martindale Jr - Director  PHONE / EXT: 3340

SIGNATURE: ___________________________ DATE: November 5, 2018

NARRATIVE OF REQUEST
Request approval to purchase on year of maintenance and support for Avtec Radio consoles in the amount of $14,218.65 plus $1,137.49 for sales tax. The total amount is $15,356.14. This is a budgeted item in the 2018 budget.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve purchase of maintenance and support for Avtec Radio consoles in the amount of $15,356.14 including sales tax, subject to adequate budget appropriations

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Date: 10/12/2018
Quotation: Q-00943

Quotation To:
Timothy Martindale  
Pacific County, WA Sheriff's Department  
tmartindale@co.pacific.wa.us

System Information:
System Name: Pacific County Sheriff's Office (PACCOM)  
End User Organization: Pacific County, WA Sheriff's Department  
Location: South Bend, WA  
Current Support Expires: 11/30/2018  
Eligible for Hardware Maintenance?: No

Dear Timothy,

A Support Contract for the Avtec console system provides you with regular software upgrades, remote factory support by telephone, including 24x7 emergency assistance, and opportunities for recurrency training. If the system is under warranty (including our hardware maintenance plan) you may choose to extend that for additional years, up to a total of five.

Please review the quotation below, including any notes about possible changes to the rate. In general, ScoutCare rates are 15% percent of the list price of software at time of purchase. If you expand your system, the new equipment contribution is pro-rated and added to the rate after its warranty has expired.

Year 1

<table>
<thead>
<tr>
<th>Item #</th>
<th>Qty</th>
<th>Model Number</th>
<th>Description</th>
<th>Price Each (USD)</th>
<th>Extended Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.00</td>
<td>SCOUTCARE-T1</td>
<td>One year of ScoutCare Tier 1 services, including Software Maintenance, Remote Support, and Training.</td>
<td>$14,218.65</td>
<td>$14,218.65</td>
</tr>
</tbody>
</table>

TOTAL: $14,218.65

This support contract runs from 12/1/2018 to 11/30/2019.

Notes for Quotation:

If you have any questions concerning this quotation, please contact Darren Taylor at (803) 358-3211 or email dtaylor@avtecin.com.

Please consult the attached document for more information on Avtec’s Support Services as well as applicable Terms and Conditions.

To accept this quotation, sign and complete all required fields below:
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED  Agenda Item #:  14

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:  11/13/2018

□ CONTINUED TO DATE:  ___________________________  TIME:  ___________________________

□ OTHER:  ___________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ 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:  Superior Court  DIVISION (if applicable):

OFFICIAL NAME & TITLE:  Josh Sady, Court Administrator  PHONE / EXT:  3328

SIGNATURE:  Josh Sady  DATE:  10/12/18

NARRATIVE OF REQUEST

Requesting the BOCC approve the attached Interpreter Contract with Pete Hinton to continue his services. This contract period would begin January 1, 2019 and continue through December 31, 2021.

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

Approve the Interpreter Contract with Pete Hinton, effective January 1, 2019 thru December 31, 2021 and authorize Chair to sign, subject to adequate budget appropriations.
CONTRACT FOR INTERPRETER SERVICES
PACIFIC COUNTY, WASHINGTON
(Pete Hinton)

THIS CONTRACT is entered into by the Superior Court of Pacific County, hereinafter referred to as “COURT” and Pete Hinton, 1101 N 9th SW. Tumwater, WA 98512, hereinafter referred to as “CONTRACTOR” for the purpose of providing Spanish speaking interpreter services.

SCOPE OF SERVICES

“CONTRACTOR” AGREES TO PROVIDE Spanish speaking interpreter services to the Superior Court, South District Court, and North District Court of Pacific County as requested by the “COURT”, which includes Superior or District Court Judges, Court Administration, or Public Defense Attorneys. Services rendered under this agreement shall include court hearings and service to the Courts’ Public Defenders who require English-Spanish translation with their clients. Such services may occur both in court, on the telephone, and in private session with the Public Defenders as directed by the Courts or Public Defenders.

SCHEDULING

CONTRACTOR shall place COURTS’ interpreter needs, especially trials, in first priority over any other courts or persons.

TERM AND TERMINATION

This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2021. Either party may terminate this Contract upon sixty (60) days written notice.

INDEPENDENT CONTRACTOR

All parties agree that the “CONTRACTOR” is providing services under this Contract as an INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE “COURT” OR THE COUNTY. As such, the “CONTRACTOR” shall be solely responsible for all insurance (including auto, worker’s compensation, business liability etc.), business fees or taxes, income taxes, social security contributions, and any other costs associated with operating a business in the State of Washington. The “CONTRACTOR” shall have and maintain complete control over all its employees, agents, and operations. Further, the “CONTRACTOR” hereby agrees not to make any representation to any third party, nor allow such third party to remain under the misimpression that the “CONTRACTOR” is an employee of Pacific County as it pertains to
providing services under this contract. The ‘CONTRACTOR’ agrees as a certified interpreter, the interpreter is acting as an officer of the court and agrees to conduct himself according to the JSILP.

CERTIFICATION

The “Contractor” shall be required to be certified as an interpreter as outlined in RCW 2.43 and General Rule (GR) 11 as currently constituted or as subsequently amended throughout the term of this Contract. Proof of such certification shall be presented to the “COURT,” and on file with the Administrative Office of the Courts (AOC) as required. Failure to maintain this certification shall cause immediate termination of this Contract.

COMPENSATION

In consideration for the above services, the “CONTRACTOR” will be paid the annual sum of sixteen thousand six hundred seventy-four dollars ($16,674.00) for 2019 and shall continue through December 31, 2021. The “CONTRACTOR” will be responsible for any costs associated with providing these services including but not limited to mileage and travel costs, office supplies, liability insurance or any other “CONTRACTOR’S” overhead or expenses. Said compensation shall be paid in twelve (12) monthly payments.

The “CONTRACTOR” agrees to maintain and provide the “COURT” with a monthly timesheet of all cases that services have been provided as a part of this Contract.

INDEMNIFICATION/HOLD HARMLESS

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. CONTRACTOR further acknowledges that certain services performed under this agreement may occur within a jail setting or with prisoners. Preforming services are inherently dangerous and CONTRACTOR specifically waives any claim for the tortuous conduct of any prisoner or for any injury sustained within the corrections setting.
ASSIGNMENT AND SUBCONTRACTING

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

NONDISCRIMINATION

The “CONTRACTOR” shall comply with all federal and state nondiscrimination laws, including but not limited to Chapter 49.60 RCW-Washington Law Against Discrimination and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). Any failure to comply with any nondiscrimination law, regulation, or policy is cause for immediate termination of the Contract.

SAVINGS AND SEVERABILITY

In the events any provision or portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, then said provisions(s) or portion(s) thereof shall be deemed severed and the remainder of this Contract shall not be affected and shall remain in full force and effect. Furthermore, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

This Contract shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the State of Washington. In the event that any party to this Contract or any subcontractor shall bring a suit or action on or arising out of this Contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Should the need arise during the term of this Contract for either party to notify the other of a change of address or for any other purpose, the following contacts shall be used:

For the “COURT” Pacific County Superior Court Judge
Douglas E. Goelz
P.O. Box 67
South Bend, WA 98586

For the “CONTRACTOR” Pete Hinton
1101 N. 9th Avenue SW
Tumwater, WA 98512

Interpreter Services Contract 2019-2021
HINTON, Pete
DISABILITY OR DEATH

If “Contractor” shall become unable to perform the duties herein prescribed due to an illness lasting greater than two weeks the County shall be entitled to immediately terminate this agreement without 60 days written notice and shall be relieved of any further payment or contract obligations.

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.

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.

**ENTIRE CONTRACT**

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this ______ day of _____________________, 20______.

SUPERIOR COURT JUDGE: ________________________________

Douglas E. Goelz Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

CONTRACTOR: ________________________________

Pete Hinton Date

ATTESTED:

Lisa Olsen, Chair Date

Clerk of the Board Date
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #:  15

Initial:  ____________________ Date:  ____________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:  ____________________

□ CONTINUED TO DATE:  ____________________ TIME:  ____________________

□ OTHER:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court
□ CF  □ Auditor  □ EMA  □ PACOM  □ Treasurer
□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt
□ Civil Service  □ Health  □ SDC  □ WSU Ext.
□ DCD  □ Juvenile  □ Sheriff  □ 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: Superior Court  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Josh Sedy, Court Administrator  PHONE / EXT: 3328

SIGNATURE:  

DATE: 11/2/18

NARRATIVE OF REQUEST

Requesting the BOCC approve the attached Superior Court Juvenile Defense Contracts for the following:

Edward Penoyar - Juvenile Offender Contract & Ary & Chins Contract
Nancy McAllister - Juvenile Offender Contract
William Penoyar - Juvenile Conflict Contract that includes Civil Contempt Hrgs

These contracts would begin January 1, 2019 and shall continue through December 31, 2023.

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

Approve the Juvenile Indigent Defense Contract & CHINS & ARY with Edward Penoyar, and Juvenile Indigent Defense Contract with Nancy McAllister, and Juvenile Indigent Defense Contract including Civil Contempt Hearings with William Penoyar, all effective January 1, 2019 thru December 31, 2023, subject to adequate budget appropriations
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Edward Penoyar)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; Edward Penoyar, PO Box 425, South Bend, Washington 98586, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

JUVENILE OFFENDER

Each CONTRACTOR shall be responsible for representing juveniles in providing advice on juvenile offender cases, juvenile diversion agreements in Pacific County, Washington when ordered to do so by the court or at the request of an arrested respondent prior to his/her appearance in court. Services also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a respondent.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance to minors in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed above.

The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees to accept collect telephone calls from clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a “conflict” means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and
illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract.

The CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

**ASSIGNMENT OF CASES**

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be emailed or placed in the appointed CONTRACTOR’S box located in the Clerk’s Office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

To Assist the County and Office of Public Defense Grant requirements, the CONTRACTOR shall provide a report summary of cases assigned to the CONTRACTOR (forms provided by Court Administration) quarterly. The report shall include the following:

1) Number of cases appointed, including name and cause number. Please note:
   a. Appointment is for new cases;
   b. Reappointment on cases without a disposition; or
   c. Appointment on probation violations. (PV cases may be weighted.)
2) Number of cases settled, name, and cause number.

**PAYMENT**

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019:

Edward Penoyar  $1,560.99 / per month
The total contract for the Calendar Year 2020, 2021, 2022, and 2023 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1 of each said year.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR'S ordinary business expenses are deemed included in the above rate. The CONTRACTOR'S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, a CONTRACTOR must petition a Court for authorization to incur those expenses.

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

INDEMNIFICATION/HOLD HARMLESS

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. 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.

**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.

**Survival of CONTRACTOR’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR’Ss indemnity obligations shall survive the completion, expiration or termination of this Contract.

**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.

**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.

**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.

**MONITORING, EVALUATION, AND CLIENT COMPLAINTS**

The Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

**NONASSIGNABILITY**

The CONTRACTOR'S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the CONTRACTOR shall not constitute a “delegation”.

**SUBCONTRACTING**

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

**TERMS AND TERMINATION**

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.

3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for “good cause”. “Good cause” includes, but is not limited to, suspension from practice of law.

**CONFLICT WITH LAW**

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.
QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.
NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.
ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _______ day of ______________________, 20______.

SUPERIOR COURT JUDGE:                          CONTRACTOR:

Douglas E. Goelz ___________________________  Edward Penoyar ___________________________

CONFIRMED BY:  ATTEST:
Board of Commissioners
Pacific County, Washington

Lisa Olsen ___________________________  Marie Guernsey ___________________________

Chair  Clerk of the Board

Date       Date
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Edward Penoyar)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; Edward Penoyar, PO Box 425, South Bend, Washington 98586, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

CHILDREN IN NEED OF SERVICES (CHINS) AND AT RISK YOUTH (ARY)

The CONTRACTOR shall be responsible for representing minors in all CHINS and ARY proceedings.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance to minors in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed above.

The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees to accept collect telephone calls from clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract:

The CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.
The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be placed in the appointed CONTRACTOR’S box located in the Juvenile office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

The CONTRACTOR agrees to be responsible for active CHINS and ARY cases that previously had been assigned to other CONTRACTORS. The CONTRACTOR shall make arrangements for the orderly transfer of these files, if so required, so CONTRACTOR shall be able to represent any said clients in the year of 2018.

To Assist the County and Office of Public Defense Grant requirements, the CONTRACTOR shall provide a report summary of cases assigned to the CONTRACTOR (forms provided by Court Administration) quarterly. The report shall include the following:

1) Number of cases appointed, including name and cause number. Please note:
   a. Appointment is for new cases;
   b. Reappointment on cases without a disposition; or
   c. Appointment on probation violations. (PV cases may be weighted.)
2) Number of cases settled, name, and cause number.

PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019 as follows:

Edward Penoyar $787.80/per month
The total contract for the Calendar Years 2020, 2021, 2022, and 2023 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1 of each said year.

Note: Representation includes the corresponding representation for persons subject to CIVIL contempt proceedings relating to the CHINS/ARY cases, unless assigned to another CONTRACTOR under separate contract with the county.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR'S ordinary business expenses are deemed included in the above rate. The CONTRACTOR’S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR’S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, a CONTRACTOR must petition a Court for authorization to incur those expenses.

**EMPLOYMENT RELATIONSHIPS**

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

**INDEMNIFICATION/HOLD HARMLESS**

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. 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.

**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.

**Survival of CONTRACTOR’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR’S’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

**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.

**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.

**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.

**MONITORING, EVALUATION, AND CLIENT COMPLAINTS**

The Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

**NONASSIGNABILITY**

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the CONTRACTOR shall not constitute a “delegation”.

**SUBCONTRACTING**

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

**TERMS AND TERMINATION**

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.

3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for “good cause”. “Good cause” includes, but not limited to, suspension from practice of law.
CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rule.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _______ day of ___________________, 20______.

SUPERIOR COURT JUDGE:              CONTRACTOR:

Douglas E. Goelz                      Edward Penoyar
Date                                    Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

ATTEST:

Lisa Olsen                            Marie Guernsey
Chair                                  Clerk of the Board
Date                                    Date
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Nancy McAllister)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; Nancy McAllister, PO Box 430, Naselle, Washington 98638, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

JUVENILE OFFENDER

Each CONTRACTOR shall be responsible for representing juveniles in providing advice on juvenile offender cases, juvenile diversion agreements in Pacific County, Washington when ordered to do so by the court or at the request of an arrested respondent prior to his/her appearance in court. Services also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a respondent.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance to minors in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed above.

The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees to accept collect telephone calls from clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense
unless a conflict exists. For the purpose of this contract, a “conflict” means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract.

The CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court's discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be placed in the appointed CONTRACTOR'S box located in the Juvenile office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

To Assist the County and Office of Public Defense Grant requirements, the CONTRACTOR shall provide a report summary of cases assigned to the CONTRACTOR (forms provided by Court Administration) quarterly. The report shall include the following:

1) Number of cases appointed, including name and cause number. Please note:
   a. Appointment is for new cases;
   b. Reappointment on cases without a disposition; or
   c. Appointment on probation violations. (PV cases may be weighted.)
2) Number of cases settled, name, and cause number.
PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019:

   Nancy McAllister  $1,560.99 / per month

The total contract for the Calendar Year 2020, 2021, 2022, and 2023 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1 of each said year.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR’S ordinary business expenses are deemed included in the above rate. The CONTRACTOR’S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR’S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, a CONTRACTOR must petition a Court for authorization to incur those expenses.

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.
INDEMNIFICATION/HOLD HARMLESS

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. 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.

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.

Survival of CONTRACTOR’s Indemnity Obligations. The CONTRACTOR agrees all CONTRACTOR’S’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

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.

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.
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.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the Contractor shall not constitute a “delegation”.

SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.
3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for "good cause". "Good cause" includes, but is not limited to, suspension from practice of law.

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

**ENTIRE CONTRACT**

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _______ day of ____________________, 20______.

SUPERIOR COURT JUDGE: ________________________________

CONTRACTOR: ________________________________

Douglas E. Goelz Date
gg

CONFIRMED BY: ________________________________

Board of Commissioners
Pacific County, Washington

ATTEST:

Lisa Olsen Date
Chair

Marie Guernsey Date
Clerk of the Board
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(William Penoyar)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; William Penoyar, PO Box 425, South Bend, WA 98586, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

JUVENILE OFFENDER

The CONTRACTOR shall be responsible for representing juveniles in providing advice on juvenile offender cases, juvenile diversion agreements, and truancies in Pacific County, Washington when ordered to do so by the court or at the request of an arrested respondent prior to his/her appearance in court. Services also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a respondent.

CIVIL CONTEMPT HEARINGS

The CONTRACTOR shall be responsible for representing persons entitled to legal representation at public expense at Civil Contempt Hearings including but not limited to, At-Risk-Youth, CHINS, and other Civil Contempt Hearings.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant/respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The CONTRACTOR reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.
The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees to accept collect telephone calls from clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a “conflict” means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract:

- Juvenile Offenders: Serves as One Conflict (one CONTRACTOR)
- Juvenile and Other Civil Contempt Hearings

The CONTRACTOR must record in writing all contacts with indigent clients so that a court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he/she is unavailable due to medical reasons or when he/she is on vacation.

**ASSIGNMENT OF CASES**

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion.

The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be placed in the appointed CONTRACTOR’S box located in the Juvenile office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

The CONTRACTOR agrees to be responsible for active indigent cases that previously had been assigned to the Pacific County Public Defender’s Office or other CONTRACTORS, in keeping with his third (3rd) position for Juvenile Offenders and first (1st) position for Juvenile and Civil Contempt Cases.
To Assist the County and Office of Public Defense Grant requirements, the CONTRACTOR shall provide a report summary of cases assigned to the CONTRACTOR (forms provided by Court Administration) quarterly. The report shall include the following:

1) Number of cases appointed, including name and cause number. Please note:
   a. Appointment is for new cases;
   b. Reappointment on cases without a disposition; or
   c. Appointment on probation violations. (PV cases may be weighted.)

2) Number of cases settled, name, and cause number.


PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019 as follows:

William Penoyar $517.97 / per month
Juvenile Offenders 3rd
Juvenile and other Civil
Contempt Hearings 1st

The total contract for the Calendar Year 2020 through 2023 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1 of each year.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately herein above.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR’S ordinary business expenses are deemed included in the above rate. The CONTRACTOR’S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR’S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc.
are appropriate, a CONTRACTOR must petition a Court for authorization to incur those expenses.

**EMPLOYMENT RELATIONSHIPS**

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

**INDEMNIFICATION/HOLD HARMLESS**

**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. 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.

**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.

**Survival of CONTRACTOR’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR’S’s indemnity obligations shall survive the completion, expiration or termination of this Contract.
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.

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.

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.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Superior Court and District Court Judges may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to his performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Superior Court and District Court Judges may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the CONTRACTOR shall not constitute a “delegation.”
SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.

3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for “good cause”. “Good cause” includes, but is not limited to, suspension from practice of law.

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants/respondents with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the
CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

**ENTIRE CONTRACT**

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _______ day of ___________________, 20______.

SUPERIOR COURT JUDGE: 

CONTRACTOR: 

Douglas E. Goelz Date William Penoyar Date

CONFIRMED BY: 
Board of Commissioners 
Pacific County, Washington

ATTEST:

Lisa Olsen Date Marie Guernsey Date
Chair Clerk of the Board

2019-2023 Indigent Defense Contract
PENOYAR, William
Approve the Adult Felony Indigent Defense Contracts with David Hatch, Harold Karlsvik and David Arcuri, all effective January 1, 2019 thru December 31, 2023, subject to adequate budget appropriations.

**DEPARTMENT/OFFICE:** Superior Court  
**DIVISION (if applicable):**  
**OFFICIAL NAME & TITLE:** Josh Sedey, Court Administrator  
**PHONE / EXT:** 3328  
**SIGNATURE:**  

**NARRATIVE OF REQUEST**

Requesting the BOCC approve the attached Superior Court Adult Felony Public Defense Contracts for David Hatch, Harold Karlsvik, and David Arcuri.

These contracts would begin January 1, 2019 and end on December 31, 2023.

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

Approve the Adult Felony Indigent Defense Contracts with David Hatch, Harold Karlsvik and David Arcuri, all effective January 1, 2019 thru December 31, 2023, subject to adequate budget appropriations.
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Harold Karlsvik)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; Harold Karlsvik, P.O. Box 631, Raymond, WA 98577, hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

ADULT FELONY

The ATTORNEY shall be responsible for representing adults and declined juveniles who are entitled to counsel at public expense in criminal, contempt including civil contempt, and voluntary commitment cases in Pacific County, Washington, when ordered to do so by a court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by the CONTRACTOR also shall include, but not be limited to; representing indigents in criminal cases, involuntary commitment proceedings, in appeals from a District Court to Superior Court, in probation violation hearings, and in cases where contempt is sought as a sanction and counsel is appointed. Service also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a defendant/respondent. This contract is intended to provide coverage for one-third (1/3) of the appointments as described herein. The remaining two-thirds of case assignments shall be assigned by the court via a separate contract. The applicable court shall retain the right of assignment as specified under ASSIGNMENT OF CASES.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant or respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The CONTRACTOR reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.
The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees that to accept collect telephone calls from his clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with his clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR'S contemporaneous "outside" employment. Scheduling difficulties, vacation periods, and illness shall not constitute a "conflict".

The CONTRACTOR must record in writing all contacts with indigent clients so the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed CONTRACTOR, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his e-mail address(es) for notification purposes. Notice of all appointments shall be forwarded to the CONTRACTOR by e-mail. Counsel or their designee shall check for appointments daily, Monday through Friday, except during court holidays. The CONTRACTOR under this contract and contractors under the other indigent legal service contracts shall arrange to attend to each other’s appointments when any counsel is unavailable.

The CONTRACTOR agrees to be responsible for active indigent cases assigned by the JUDGE. A separate contract has been secured to cover the remaining adult felony cases and all juvenile civil, juvenile offender, and South and North District Court cases. It is understood that approximately one-third (1/3) of previously assigned active adult felony indigent cases will be assigned to the CONTRACTOR signatory to this contract, and that approximately two-thirds (2/3) of such cases will be assigned to the CONTRACTOR(s) signatory to a separate contract.
To Assist the County and Office of Public Defense Grant requirements, the CONTRACTOR shall provide a report summary of cases assigned to the CONTRACTOR (forms provided by Court Administration) quarterly. The report shall include the following:

1) Number of cases appointed, including name and cause number. Please note:
   a. Appointment is for new cases;
   b. Reappointment on cases without a disposition; or
   c. Appointment on probation violations. (PV cases may be weighted.)
2) Number of cases settled, name, and cause number.

**PAYMENT**

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019 as follows:

Harold Karlsvik  $5,400.00/per month  1/3 Adult Superior Court Felonies

The total contract for the Calendar Years 2020, 2021, 2022, and 2023 will be increased each year effective January 1st as follows:

- 2020  $5,600/per month
- 2021  $5,800/per month
- 2022  $6,000/per month
- 2023  $6,000 plus COLA*

*COLA - Increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees.

Note: representation includes the corresponding representation for persons subject to contempt proceedings as per the above distribution.

Note: This contract is for a maximum of one-hundred (100) Adult Felony appointments in total per year as said appointments enumerated previously herein under SCOPE OF SERVICES. For any felony appointments in excess of the one-hundred case cap, the CONTRACTOR would then have the option of accepting the additional appointment pursuant to mutually acceptable terms of payment.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount, except for appointments over the annual maximum, set forth immediately hereinabove.
The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR’S ordinary business expenses are deemed included in the above rate.

The CONTRACTOR’S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR’S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, the CONTRACTOR must petition a Court for authorization to incur those expenses.

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

INDEMNIFICATION/HOLD HARMLESS

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.
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.

**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.

**Survival of CONTRACTOR’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR S’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

**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.

**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.

**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.

**MONITORING, EVALUATION, AND CLIENT COMPLAINTS**
The Superior Court Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to his performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Superior Court Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

**NONASSIGNABILITY**

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the CONTRACTOR shall not constitute a “delegation”.

**SUBCONTRACTING**

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

**TERMS AND TERMINATION**

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon sixty (60) days written notice.

3) Termination of the contract with less than sixty (60) days written notice must be for “good cause”. “Good cause” includes, but not limited to, suspension from practice of law.

**CONFLICT WITH LAW**

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

**QUALIFICATIONS AND TRAINING**

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing legal education per year relevant to the provision of indigent legal defense as specified in Pacific County Ordinance No. 159.
The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the use of a trained guide dog or service animal by a person with a disability.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

SCHEDULING

The Court will attempt to schedule all pre-trial hearings for the CONTRACTOR on each Friday of each month. The CONTRACTOR agrees that he shall be present at each Friday docket for which the Court is in session, and that the Court may, at its discretion, schedule hearings for any given Friday docket.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE
Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

ENTIRE CONTRACT
The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this ______ day of ____________________, 20______.

SUPERIOR COURT JUDGE:                      CONTRACTOR:

_________________________  Date                       ________________________  Date
Douglas E. Goelz                David Hatch

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

_________________________  Date
Lisa Olsen

ATTESTED:

_________________________  Date
Clerk of the Board

2019-2023 Indigent Defense Contract  KARLSVIK, Harold
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(David P. Arcuri)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; David Arcuri, P.O. Box 855, Centralia, WA 98531, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

ADULT FELONY

The ATTORNEY shall be responsible for representing adults and declined juveniles who are entitled to counsel at public expense in criminal, contempt including civil contempt, and voluntary commitment cases in Pacific County, Washington, when ordered to do so by a court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by the CONTRACTOR also shall include, but not be limited to; representing indigents in criminal cases, involuntary commitment proceedings, in appeals from a District Court to Superior Court, in probation violation hearings, and in cases where contempt is sought as a sanction and counsel is appointed. Service also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a defendant/respondent. This contract is intended to provide coverage for 1/3 appointments covered by a separate contract as described herein. The remaining two-thirds of case assignments shall be assigned by the court via a separate contract. The applicable court shall retain the right of assignment as specified under ASSIGNMENT OF CASES.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant or respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The CONTRACTOR reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.
The CONTRACTOR agrees to have a business telephone line(s) and an answering machine accessible without long distance charges. The CONTRACTOR agrees that to accept collect telephone calls from his clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees to maintain reasonable contact with his clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees to provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a “conflict” means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”.

The CONTRACTOR must record in writing all contacts with indigent clients so the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion. The JUDGE agrees to give strong consideration to the CONTRACTOR’S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed CONTRACTOR, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his e-mail address(es) for notification purposes. Notice of all appointments shall be forwarded to the CONTRACTOR by e-mail. Counsel or their designee shall check for appointments daily, Monday through Friday, except during court holidays. The CONTRACTOR under this contract and contractors under the other indigent legal service contracts shall arrange to attend to each other’s appointments when any counsel is unavailable.

The CONTRACTOR agrees to be responsible for active indigent cases assigned by the JUDGE. A separate contract has been secured to cover the remaining adult felony cases and all juvenile civil, juvenile offender, and South and North District Court cases. It is understood that approximately one-third (1/3) of previously assigned active adult felony indigent cases will be assigned to the CONTRACTOR signatory to this contract, and that approximately two-thirds (2/3) of such cases will be assigned to the CONTRACTOR(s) signatory to a separate contract.

To Assist the County and Office of Public Defense Grant requirements, the
CONTRACTOR shall provide a report summary of cases assigned to the CONTRACTOR (forms provided by Court Administration) quarterly. The report shall include the following:

1) Number of cases appointed, including name and cause number. Please note:
   a. Appointment is for new cases;
   b. Reappointment on cases without a disposition; or
   c. Appointment on probation violations. (PV cases may be weighted.)
2) Number of cases settled, name, and cause number.

**PAYMENT**

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019 as follows:

David Arcuri $5,400.00/per month 1/3 Adult Superior Court Felonies

The total contract for the Calendar Years 2020, 2021, 2022, and 2023 will be increased each year effective January 1st as follows:

- 2020 $5,600/per month
- 2021 $5,800/per month
- 2022 $6,000/per month
- 2023 $6,000 plus COLA*

*COLA - Increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees.

Note: representation includes the corresponding representation for persons subject to contempt proceedings as per the above distribution.

Note: This contract is for a maximum of one hundred (100) Adult Felony appointments in total per year as said appointments enumerated previously herein under SCOPE OF SERVICES. For any felony appointments in excess of the one hundred case cap, the CONTRACTOR would then have the option of accepting the additional appointment pursuant to mutually acceptable terms of payment.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount, except for appointments over the annual maximum, set forth immediately hereinabove.
The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR’S ordinary business expenses are deemed included in the above rate.

The CONTRACTOR’S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR’S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, the CONTRACTOR must petition a Court for authorization to incur those expenses.

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

INDEMNIFICATION/HOLD HARMLESS

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. 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.

**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.

**Survival of CONTRACTOR’s Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

**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.

**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.

**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.

**MONITORING, EVALUATION, AND CLIENT COMPLAINTS**

The Superior Court Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to his performance under this contract.
in keeping with the term of and standards within Pacific County Ordinance No. 159. The Superior Court Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. Occasional coverage of court duties by other attorneys at the request of the CONTRACTOR shall not constitute a “delegation”.

SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon sixty (60) days written notice.

3) Termination of the contract with less than sixty (60) days written notice must be for “good cause”. “Good cause” includes, but not limited to, suspension from practice of law.

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing legal education per year relevant to the provision of indigent legal defense as specified in Pacific County Ordinance No. 159.
The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the use of a trained guide dog or service animal by a person with a disability.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

SCHEDULING

The Court will attempt to schedule all pre-trial hearings for the CONTRACTOR on the first and third Friday of each month. The CONTRACTOR agrees that he shall be present at the first and third Friday docket for which the Court is in session, and that the Court may, at its discretion, schedule hearings for any given Friday docket. Trials cannot be scheduled for Fridays; however, the Court will, as with all other contract attorneys, attempt to coordinate trials with attorney’s schedules.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE
Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.

ENTIRE CONTRACT
The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this ______ day of ____________________, 20______.

SUPERIOR COURT JUDGE:                    CONTRACTOR:

_________________________  Date               ______________________  Date
Douglas Goelz             David Arcuri

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

_________________________  Date                   ATTESTED:
Lisa Olsen              Clerk of the Board
Chairperson             ______________________  Date
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(David Hatch)

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as “JUDGE”; David Hatch, 105 N. River Street, Montesano, WA 98563, hereinafter referred to as “CONTRACTOR”. According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

ADULT FELONY

The ATTORNEY shall be responsible for representing adults and declined juveniles who are entitled to counsel at public expense in criminal, contempt including civil contempt, and voluntary commitment cases in Pacific County, Washington, when ordered to do so by a court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by the CONTRACTOR also shall include, but not be limited to; representing indigents in criminal cases, involuntary commitment proceedings, in appeals from a District Court to Superior Court, in probation violation hearings, and in cases where contempt is sought as a sanction and counsel is appointed. Service also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a defendant/respondent. This contract is intended to provide coverage for one-third (1/3) of the appointments as described herein. The remaining two-thirds of case assignments shall be assigned by the court via a separate contract. The applicable court shall retain the right of assignment as specified under ASSIGNMENT OF CASES.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant or respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The
CONTRACTOR reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.

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The CONTRACTOR must record in writing all contacts with indigent clients so the court can be apprised of the degree to which contact is being maintained with every indigent client.

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contract, and that approximately two-thirds (2/3) of such cases will be assigned to the CONTRACTOR(s) signatory to a separate contract.

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1) Number of cases appointed, including name and cause number. Please note:
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**PAYMENT**

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2019 as follows:

| David Hatch | $5,400.00/per month | 1/3 Adult Superior Court Felonies |

The total contract for the Calendar Years 2020, 2021, 2022, and 2023 will be increased each year effective January 1st as follows:

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*COLA - Increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees.

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Note: This contract is for a maximum of one-hundred (100) Adult Felony appointments in total per year as said appointments enumerated previously herein under SCOPE OF SERVICES. For any felony appointments in excess of the one-hundred case cap, the CONTRACTOR would then have the option of accepting the additional appointment pursuant to mutually acceptable terms of payment.
The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount, except for appointments over the annual maximum, set forth immediately hereinafter.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

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The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

INDEMNIFICATION/HOLD HARMLESS

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. 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.

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.

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The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

1) This contract shall be deemed to have commenced on January 1, 2019 and shall continue through December 31, 2023.

2) Either party may terminate this agreement upon sixty (60) days written notice.

3) Termination of the contract with less than sixty (60) days written notice must be for “good cause”. “Good cause” includes, but not limited to, suspension from practice of law.

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours
of continuing legal education per year relevant to the provision of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court and incorporated in criminal court rules.

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If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

SCHEDULING

The Court will attempt to schedule all pre-trial hearings for the CONTRACTOR on each Friday of each month. The CONTRACTOR agrees that he shall be present at each Friday docket for which the Court is in session, and that the Court may, at its discretion, schedule hearings for any given Friday docket.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.
NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

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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 his 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.

The CONTRACTOR shall comply with all Washington State Supreme Court Rules regarding confidentiality of client communications.
ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this ______ day of ____________________, 20_____.

SUPERIOR COURT JUDGE:                          CONTRACTOR:

________________________________________  __________________________________
Douglas E. Goelz                           David Hatch
Date                                      Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

________________________________________  ATTESTED:
Lisa Olsen                           Clerk of the Board
Chairman                        Date
Date
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ CONTINUED TO DATE: ☐ TIME:

☐ OTHER:

AGENDA ITEM #:

Initial: ___________________ Date: ___________________

Review ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

DISTRIBUTION LIST:

☐ RF ☐ Assessor ☐ DPW ☐ NDC ☐ Superior Court
☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer
☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Veg Mgmt
☐ Civil Service ☐ Health ☐ SDC ☐ WSU Ext.
☐ DCD ☐ Juvenile ☐ Sheriff ☐ 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: Board of County Commissioners

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board

PHONE / EXT:

SIGNATURE: ___________________

DATE: 10/26/2018

NARRATIVE OF REQUEST

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

Approve Memorandum of Understanding with the Willapa Valley Booster Club for use of the fair building known as the "Booster Club Building" in the amount of $100 on an annual basis, subject to receipt of required insurance
Memorandum of Understanding
Between
Pacific County
And
Willapa Valley Booster Club

WHEREAS, Pacific County (COUNTY) owns the property and buildings known as the Pacific County Fair, and

WHEREAS, the Willapa Valley Booster Club (CLUB) desires to use the “Booster Club Building” (BUILDING) year round for the purpose of storing goods or commodities, and

WHEREAS, there is benefit to both parties to enter into this Memorandum of Understanding (MOU).

NOW THEREFORE, the parties agree to the following:

1. The COUNTY will allow the CLUB to use the “Booster Club Building” year round for the storage of goods or commodities for any lawful purposes.

2. The CLUB shall provide a key to the back door of the BUILDING to the Fair Manager.

3. The CLUB shall not enter the fairgrounds through the BUILDING without prior approval of the Fair Manager.

4. The CLUB shall expressly not have the right to store any items that the CLUB obtains illegally or which are items that are unlawful to be possessed by the CLUB, nor shall the CLUB store any flammable, explosive, or dangerous materials or illegal drugs on the premises.

5. The CLUB shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility.

6. The COUNTY retains the right to use the BUILDING for events occurring at the fairgrounds. The COUNTY will notify the CLUB at least one week in advance of the event in which the BUILDING will be used.

7. The COUNTY agrees to allow the CLUB to keep their freezer and refrigerator plugged in year round. The COUNTY shall be free from all liability and claims for any loss of their goods or commodities.

8. The CLUB agrees to maintain the cleanliness of the property during its use, and particularly immediately before Fair week. The County agrees to maintain the cleanliness of the property during its use including immediately upon the end of Fair week.

9. The CLUB agrees to pay a fee of $100 on an annual basis for the use of the BUILDING and to be paid by the 15th day of January of each year.
10. The CLUB shall pay the required user fee for use of the BUILDING during the annual event known as the Pacific County Fair (FAIR). All volunteers are required to display a fair button while working in the BUILDING during each annual FAIR.

11. The CLUB shall not knowingly permit alcoholic beverages in the BUILDING or on the premises of the FAIR at any time.

12. The CLUB agrees that this MOU is made upon the express condition that the COUNTY shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including the CLUB, or any property of any kind whatsoever, and to whomsoever belonging, including the CLUB, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises while this MOU is in effect. The COUNTY shall not be responsible for the theft or damage, if any to such property caused by fire, water, or from any cause whatsoever.

13. In the event the premises shall be damaged by fire or other casualty during the term of this MOU, whereby the premises shall be rendered un-tenantable, either the COUNTY or the CLUB may cancel this MOU by written notice delivered to the other. On such cancellation the fee shall be prorated and paid only to the date of the fire or casualty, and CLUB shall be held harmless by the COUNTY for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of the CLUB or CLUB invitees.

14. The CLUB agrees to save and hold COUNTY harmless from any liability, loss, cost or obligation on account of rising out of any such injuries or losses however occurring.

The CLUB agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored goods or commodities. In the event the CLUB suffers loss or damage for which the COUNTY could be held liable and carries a policy or policies of insurance covering such loss or damage the CLUB expressly waives any rights of subrogation that the insurance carrier may assert again the COUNTY as a result of such damage.

The CLUB shall at the CLUB’s sole expense maintain insurance coverage acceptable to the COUNTY on the property stored on the premises, and shall provide the COUNTY with a certificate of insurance documenting such coverage.

15. Without limiting the CLUB’S indemnification of COUNTY, and prior to commencement of this Memorandum of Understanding, the CLUB shall obtain, provide and maintain during the term of this Memorandum of Understanding, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

A. General Liability Insurance. The CLUB 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. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Memorandum of Understanding shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the CLUB or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The CLUB hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

C. The CLUB must name the COUNTY as an additional insured. The CLUB agrees that its liability insurance shall be primary and non-contributory to the COUNTY’S and that CLUB’S liability insurance policy shall so state.

Entered into and agreed upon by the following signatories to the Memorandum of Understanding on this __________ day of ________________________, 2018.

WILLAPA VALLEY BOOSTER CLUB

President Date

APPROVED AS TO FORM

Prosecutor’s Office WSBA #

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST

Marie Guernsey Date
Clerk of the Board
AGENDA REQUEST FORM

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

BOCC ACTION:  ■ APPROVED  ■ DENIED

■ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

■ NO ACTION TAKEN/WITHDRAWN  ■ DEFERRED TO:

■ CONTINUED TO DATE:

■ OTHER:

DISTRIBUTION LIST:

■ RF  ■ Assessor  ■ DPW  ■ NDC  ■ Superior Court

■ CF  ■ Auditor  ■ EMA  ■ PACCOM  ■ Treasurer

■ SEA  ■ Clerk  ■ Fair  ■ Prosecutor  ■ Veg Mgmt

■ CivilService  ■ Health  ■ SDC  ■ WSU Ext.

■ DCD  ■ Juvenile  ■ Sheriff  ■ 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  

OFFICIAL NAME & TITLE: Kathy Spoor, CAO  

SIGNATURE:  Kathy Spoor  

DATE: 10-31-18

NARRATIVE OF REQUEST

Attached for your consideration is a contract for professional services with Sound Municipal Consultants (Emily Terrell) to serve as the County’s land use hearings examiner. Ms. Terrell has been serving in this capacity for about a year. Following release of a RFQ, the Board acted to accept her proposal. The hourly rate of $130 is unchanged from her previous contract.

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

Move to approve Contract for Professional Services with Sound Municipal Consultants to serve as land use hearings examiner. subject to adequate budget appropriations and authorize Chair to sign

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

REQUESTED MEETING DATE:  11-13-18
CONTRACT FOR PROFESSIONAL SERVICES

LAND USE HEARINGS EXAMINER

This Contract is entered into by and between Pacific County, Washington, a municipal corporation ("County"), and Sound Municipal Consultants, ("Consultant") whose principal office is located at 906 Wood Avenue, Sumner, WA 98390. County and Consultant are at times referred to collectively herein as the ("Parties").

WHEREAS, the County has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the County desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be performed by Consultant.** The Consultant shall perform those services described in Exhibit “A” of this Contract. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with all applicable professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the County if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment.** The County shall pay Consultant according to the rates set forth in Exhibit “B”.

   The Consultant shall complete and return to the County federal tax Form W-9, prior to or along with the first billing invoice. The County shall pay the Consultant for services rendered within ten (10) days after County Council voucher approval.

3. **Duration of Agreement.** This Contract shall be in full force and effect for a period commencing November 1, 2018 and ending December 31, 2020 with an option to renew annually at the County’s discretion, unless sooner terminated under the provisions of this Contract. Time is of the essence for this Contract in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the County, shall be the property of the County, whether the project for which they were created is executed or not.

5. **Independent Contractor.** The Consultant and the County agree that the Consultant, including its agents, employees, subcontractors, and representatives, is an independent contractor with respect to the services provided pursuant to this Contract. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the Parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Contract. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
6. **Indemnification.**

A. Each of the Parties, shall protect, defend, indemnify, and hold harmless the other Party, its officers, officials, employees, agents and volunteers, while acting within the scope of this Contract as such, from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorney's fees, arising out of or in any way resulting from, that Party's own acts, errors or omissions which may arise in connection with its performance under this Contract.

B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Contract.

7. **Insurance**

A. Without limiting Consultant's indemnification of County, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to County.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, 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.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant 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 Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance as required by the State of Washington.

**Payment of Taxes and Business License.** Consultant shall pay all applicable Federal, state and local taxes, and shall maintain business and professional licenses, if any, as required by law.

B. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents,
officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the County, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant must name the County, its Officers and Employees, as an additional insured.

The Consultant agrees that its liability insurance shall be primary and non-contributory to the County’s and that the Consultant’s liability insurance policy shall so state.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

D. Verification of Coverage. The Consultant shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Contract. The Consultant shall also maintain other such records as may be deemed necessary by the County to ensure proper accounting of all funds contributed by the County to the performance of this Contract.

B. The foregoing records shall be maintained for a period of six (6) years after the termination of this Contract unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the County.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by the County during the performance of this Agreement.

10. Termination. This Contract may at any time be terminated by the County giving to the Consultant thirty (30) days written notice of the County's intention to terminate the same. Failure to provide services or products on schedule may result in Contract termination. If the Consultant's insurance coverage is canceled for any reason, the County shall have the right to terminate this Contract.

A. The County reserves the right to terminate or suspend this Contract at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Contract shall promptly be submitted to the County.

B. In the event this Contract is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
C. This Contract may be canceled immediately if the Consultant’s insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Contract.

D. The Consultant reserves the right to terminate this Contract with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the County from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Contract, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Contract without the written consent of the County. Consultant has written consent to use Phil Olbrechts and its other subcontractors at the rates specified in this Contract to assist in the preparation and proofing of decisions. Phil Olbrechts may conduct hearings at the request and/or consent of the County.

13. Conflict of Interest. The Consultant represents to the County that it has no conflict of interest in performing any of the services set forth in Exhibit “A.” In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the County.

14. Confidentiality. All information regarding the County obtained by the Consultant in performance of this Contract shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the County will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Contract will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the County in the event that the sufficient funds are not appropriated.

16. Entire Agreement. This Contract contains the entire Contract between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Contract and the attached exhibits, then the terms and conditions of this Contract shall prevail over the exhibits. Either party may request changes to the Contract. Changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

17. Notices.

Notices to Pacific County shall be sent to the following address:

County Clerk
Pacific County
300 Memorial Drive
South Bend, Washington 98586
Notices to the Consultant shall be sent to the following address:

Sound Municipal Consultants
906 Wood Avenue
Sumner, WA 98390
Phone No.: 253.709.6044

18. Applicable Law; Venue; Attorney's Fees. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be exclusively in Pacific County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. 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.

20. Public Records Act. The Public Records Act, RCW 42.56, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the County may be subject to a public records request. If the Bidder in good faith believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. The County will also independently make a good faith review of documents subject to a public records request for statutory exemptions. If there is a request for a document submitted by the Bidder that the County believes contains potentially exempt material, the County will notify the Bidder before its release. However, by submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for improper or illegal release of confidential information if the Bidder did not notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act. The Bidder agrees to hold harmless and to indemnify to the fullest extent of the law the County from third-party claims (such as from a subcontractor or others) for improper or illegal release of exempt information pursuant to a public records request for documents supplied by a bidder.

CONSULTANT:
By: ____________________________
Title: Principal
Date: October 31, 2018

PACIFIC COUNTY:
By: ____________________________
Title: ____________________________
Date: ____________________________
Exhibit A

Scope of Work

Consultant shall provide County with hearing examiner services as set forth in the Pacific County adopted ordinances or Municipal Code. Without limiting the foregoing, Consultant shall also perform the following:

A. Consultant shall perform all duties in a manner consistent with accepted practices for municipal examiner services and shall conform to all required ethical standards.

B. Consultant shall interpret, review and implement the County's land use regulations, policies, plans, and the pertinent and appropriate provisions of the Pacific County adopted ordinances or Municipal Code.

C. Consultant shall provide his/her own transportation for all Services, including to and from public hearings and to and from any sites to be visited. Consultant shall visit sites as necessary to render informed and accurate decisions.

D. Hearing dates and times will be arranged with the Consultant on an as needed basis, recognizing there will be times when Consultant cannot serve because of illness, vacation, conflict of interest, or similar reasons.

E. Consultant shall provide County with all decisions via electronic .pdf signed copy. Final decisions shall be provided within ten working days of the conclusion of a hearing unless the Applicant, Appellant, or County and the examiner agree otherwise.

F. Development Code review as requested by County.

County shall provide the following related to performance of the Services:

A. A hearing room and facilities, including recording equipment and sound system, along with a clerk or equivalent for each hearing.

B. Copying, distribution and record keeping services as required by County regulation and state law.

C. A current copy of relevant County plans, policies, codes, maps, data, regulations, standards, and guidance documents, including current amendments thereto, in hard or electronic form.

D. A hearing packet containing the County’s staff report and exhibits, which may include but is not limited to pertinent applications, maps, site plans, applicant submittals, SEPA information, analyses, and departmental staff reports.

E. County will provide notices of hearings and other actions as required by County regulations and state law, and will schedule all hearings and other events. County will notify Consultant of upcoming schedules and will check with Consultant as appropriate to such activities.
Exhibit B
Compensation

Emily Terrell: $130 per hour.

Phil Olbrechts: $160 per hour.

Subcontract attorneys pre-approved by the client: $150 per hour.

Contract decision writers and legal interns: Up to $65 per hour.

Hearings to be billed at a minimum of one hour.

Billing to be done in 1/10 hour increments.

Travel time at $60/hour, at 2 hours each way for hearings held in north Pacific County and 3 hours each way for hearings held in south Pacific County. No mileage.
EXHIBIT C

Nondiscrimination Agreement.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiations, made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part


The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the contractor may request WSDOT enter into such litigation to protect the interests of the State and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.
RCW 42.30.110

Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
(i) To discuss with legal counsel representing the agency matters relating to agency
enforcement actions, or to discuss with legal counsel representing the agency litigation or
potential litigation to which the agency, the governing body, or a member acting in an official
capacity is, or is likely to become, a party, when public knowledge regarding the discussion is
likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely
because an attorney representing the agency is present. For purposes of this subsection (1)(i),
"potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body,
or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the
agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has
identified when public discussion of the litigation or legal risks is likely to result in an adverse
legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western
library network prices, products, equipment, and services, when such discussion would be likely
to adversely affect the network's ability to conduct business in a competitive economic climate.
However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial
information when the information relates to the investment of public trust or retirement funds and
when public knowledge regarding the discussion would result in loss to such funds or in private
loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the
development, acquisition, or implementation of state purchased health care services as
provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of
grant applications and grant awards when public knowledge regarding the discussion would
reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of
grant applications and grant awards when public knowledge regarding the discussion would
reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall
publicly announce the purpose for excluding the public from the meeting place, and the time
when the executive session will be concluded. The executive session may be extended to a
stated later time by announcement of the presiding officer.
**AGENDA REQUEST FORM**

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

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**Agenda Item #:** 20  
**Initial:** | **Date:**

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**DISTRIBUTION LIST:**

- □ RF
- □ CF
- □ SEA
- □ Assessor
- □ Auditor
- □ Clerk
- □ Civil Service
- □ DCD
- □ DPW
- □ EMA
- □ Fair
- □ Health
- □ Juvenile
- □ NDC
- □ PACCOM
- □ Prosecutor
- □ SDC
- □ Sheriff
- □ Superior Court
- □ Treasurer
- □ Veg Mgmt
- □ WSU Ext.
- □ 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:** Board of County Commissioners

**DIVISION (if applicable):**

**OFFICIAL NAME & TITLE:** Marie Guernsey, Clerk of the Board

**PHONE / EXT:**

**SIGNATURE:**

**DATE:** 10/5/2018

**NARRATIVE OF REQUEST**

Open Public Hearing to consider adoption of fy2019 budget  
Swear in those wishing to testify/comment  
Close testimony/comment period  
BOCC deliberation

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

Adopt resolutions [see next page] pertaining to the adoption of fiscal year 2019 budget
Resolutions to be adopted after the close of the hearings:

- Adopt Resolution 2018-_______ in the matter of declaring a substantial need for purposes of setting the limit factor for the property tax levy for 2019 [if required]

- Adopt Resolution 2018-_______ in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy

- Adopt Resolution 0218-_______ in the matter of county-related real and personal property tax levies for collection in 2019

- Adopt Resolution 2018-_______ in the matter of authorizing a shift of one hundred thousand dollars from the Road Fund levy to the General Fund for fiscal year 2019 budget

- Adopt Resolution 2018-_______ in the matter of reducing 2018 assessments for 2019 tax [if required]

- Adopt Resolution 2018-_______ in the matter of adopting the fy2019 Pacific County Budget, including the 2019-2024 Comprehensive Transportation Improvement and 2019 road construction programs, the 2019-2024 capital improvement plan for parks and recreation, and the 2019-2024 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2019 salaries for Pacific County’s elected Officers and judges

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.