



Board of County Commissioners

Carolina Mejia, District 1 ♦ Gary Edwards, District 2 ♦ Tye Menser, District 3
Wayne Fournier, District 4 ♦ Emily Clouse, District 5

Agenda for Meeting Date: **Tuesday, April 30, 2024**

Summary of Timed Items

2:00 p.m.) Call Meeting to Order

2:05 p.m.) Presentations

2:00 p.m.) Call Meeting to Order

- Pledge of Allegiance to be led by Vice-Chair Fournier
- Approval of the Tuesday, April 30, 2024 Agenda

2:05 p.m.) Presentations

Dept: Commissioners

Description: Proclamation for Asian American and Pacific Islander Heritage Month

Contact: Leonard Hernandez, County Manager

Action: The Board of County Commissioners will proclaim the month of May as Asian American and Pacific Islander Heritage Month in Thurston County.



BoCC-AIS-2024-04-30-Commissioners-AmyDavis-3139.pdf
PDF File
184 KB

1) Opportunity for the Public to Address the Board

2) County Manager's Update

- a) **Item Description:** Follow-up on citizen issues
- b) **Item Description:** Other current issues

3) Consent Item(s) "a" through "e"

- a) **Dept:** Central Services





Description: Lease Amendment Extension Between Thurston County Sheriff's Department & J/4 Associates

Contact: Richard King, Capital Project Manager II

Action: Move to approve Amendment No. 3 to the lease between the Thurston County Sheriff's Office and J/4 Associates for a one year extension for the amount of \$16,157 per month, and authorize the Assistant County Manager to execute the amendment.



BoCC-AIS-2024-04-30-CentralServices-CodyFortma4039.pdf
PDF File
288 KB

- b)** **Dept:** Emergency Services
Description: Professional Services Contract with Olympia Emergency Services
Contact: Ben Miller-Todd, Emergency Services Director
Action: Move to approve the professional services contract with Olympia Emergency Services for Medical Program Director services for a total amount of \$229,068 for the term of February 1, 2024 to December 31, 2027, and authorize the Director of Emergency Services to execute the contract, and any amendments that do not exceed 10%.
- c)** **Dept:** Human Resources
Description: Resolution to reclassify positions
Contact: Tara Wickline, Compensation and Benefits Manager
Action: Move to approve the resolution reclassifying positions 06R01467, 06R01634, 09R01369, 27R00741, 27R01437, 29R00801, 29R01253, 29R01585, 34R00856, 40R01741, and 40R01749 in the Thurston County Pay and Classification Pay Plan, the Thurston County Management and Technical Pay Plan and the Thurston County At-Will Pay Plan.
- d)** **Dept:** Public Health and Social Services
Description: Lease with Capital Recovery Center for Drug User Health/Syringe Services Program
Contact: Katie Strozyk, Social Services Program Specialist II
Action: Move to approve the lease renewal between Capital Recovery Center and Thurston County Public Health & Social Services for Drug User Health/Syringe Services Program in the amount of \$3,680 per month for the term of March 1, 2024 to March 31, 2025, and authorize the Director of Central Services to execute the lease.
- e)** **Dept:** Auditor
Description: Voucher list
Contact: Darren Bennett, Financial Services Manager
Action: Move to approve the voucher list for the week of April 15, 2024 for a combined amount of \$1,398,111.51.
-  BoCC-AIS-2024-04-30-Commissioners-AmyDavis-3139.pdf
PDF File
184 KB
-  BoCC-AIS-2024-04-30-HumanResources-KimberlyGrable-2752.pdf
PDF File
744 KB
-  BoCC-AIS-2024-04-30-PublicHealthandSocialServices-KatieStrozyk-5731.pdf
PDF File
288 KB
-  BoCC-AIS-2024-04-30-Commissioners-AmyDavis-5358.pdf
PDF File
240 KB

Department Items

4) Public Health and Social Services

- a) Description:** Contract for Submerged Aquatic Vegetation Activities for Lake Management Districts
- Contact:** Stuart Whitford, Environmental Health Program Manager
- Action:** Move to approve the Professional Services Contract for Lake Management District submerged aquatic vegetation control to Aquatechnex, LLC of Centralia, WA on a fee for service basis as outlined in the rate schedule, and authorize the Director of Public Health and Social Services to execute the contract.



BoCC-AIS-2024-04-02-
PublicHealthandSocialService:
StuartWhitford-5149.pdf
PDF File
408 KB

- b) Description:** Professional Services Contract T03-0213-23
- Contact:** Gretchen Thaller, Program Manager
- Action:** Move to approve the Professional Services Contract with Lewis County (T03-0213-23) for the Purchase of Nurse Family Partnership health services for 25 families in Lewis County, in the amount of \$296,881.00 for the period of January 1, 2024 through December 31, 2024, and authorize the Director of Public Health and Social Services to execute the agreement and any amendments that do not exceed 10%.



BoCC-AIS-2024-04-30-
PublicHealthandSocialService:
GretchenThaller-1639.pdf
PDF File
432 KB

5) Public Works

- a) Description:** Contract Award for Asset Management Information System Needs Assessment and Requirements Documentation
- Contact:** Curtis Dunn, Asset Manager
- Action:** Move to award the contract for business analyst consulting services for an asset management information system (AMIS) needs and requirements assessment to BerryDunn of Portland, ME in the amount of \$99,310, and to authorize the Director of Public Works to execute the contract and any change orders due to unforeseen conditions only (not for changes in scope) up to 10% of the contract (\$9,931 or an aggregate of \$109,241).



BoCC-AIS-2024-04-30-
PublicWorks-AngelaCelestine-
1246.pdf
PDF File
1.01 MB

b) Description: Interlocal Agreement for Anti-icing Materials Sales for Road Operations, Tumwater School District #33

Contact: Mike Lowman, Road Operations Manager

Action: Move to approve the Interlocal Agreement between Thurston County and Tumwater School District #33 for the sale of anti-icing materials for road operations for the term of five years.



BoCC-AIS-2024-04-30-PublicWorks-AngelaCelestine-5452.pdf
PDF File
248 KB

c) Description: Public Works Striping Paint Purchase

Contact: Becky Conn, Traffic Engineering and Operations Manager

Action: Move to authorize the Director of Public Works to purchase traffic striping paint from Aramsco in the amount of \$423,474.19 plus 10% contingency.



BoCC-AIS-2024-04-02-PublicHealthandSocialService-StuartWhitford-5149.pdf
PDF File
408 KB

d) Description: Resolution for Temporary Closure of Black Lake Belmore Rd SW between Black Lake Blvd SW and Sapp Rd SW

Contact: Matt Unzelman, County Engineer

Action: Move to approve the resolution authorizing the County Engineer to temporarily close Black Lake Belmore Rd SW between Black Lake Blvd SW and Sapp Rd SW for up to a 12 consecutive week time period between June 1, 2024 and October 31, 2024.



BoCC-AIS-2024-04-30-PublicWorks-AngelaCelestine-5335.pdf
PDF File
4.33 MB

6) Sheriff

a) Description: Single Source Purchase - Grappler

Contact: Derek Sanders, Sheriff

Action: Move to approve the single source purchase of six grapppler units from Stock Enterprises for the amount of approximately \$48,663 plus shipping and handling.



BoCC-AIS-2024-04-16-SherifHeidiThomsen-1848.pdf
PDF File
296 KB

b) Description: Single Source Purchase - StarChase

Contact: Derek Sanders, Sheriff

Action: Move to approve the single source purchase of five StarChase units from StarChase for the amount of approximately \$42,796 plus shipping and handling.



BoCC-AIS-2024-04-16-SherifHeidiThomsen-5246.pdf
PDF File
296 KB

7) **Superior Court**

a) **Description:** Toxicology Services Contract for Superior Court programs

Contact: Sabrina Craig, Program Manager

Action: Move to approve the contract with Avertest LLC, dba Averhealth for the amount of \$110,000 for the term of May 1, 2024 to June 30, 2025 for toxicology services for Superior Court programs, and authorize the Superior Court Administrator to execute the contract and up to two one-year renewals and any other amendments that do not exceed 10%.



BoCC-AIS-2024-04-30-SuperiorCourt-SabrinaCraig-2138.pdf
PDF File
88.3 KB

8) **County Manager**

a) **Item Description:**

Commissioners will report on board work sessions and assigned committee meetings providing updates on actions taken as well as upcoming issues.

b) **Item Description:**

The County Manager will review the Board of County Commissioners schedule for the week of April 30, 2024.

c) **Item Description:**

Adjournment - Motion: Move to adjourn the Board of County Commissioners meeting of April 30, 2024.

Disability Accommodations: Room 110 is equipped with an assistive listening system and is wheelchair accessible. To request disability accommodations call the Reasonable Accommodation Coordinator at least 3 days prior to the meeting at 360-786-5440. Persons with speech or hearing disabilities may call via Washington Relay: 711 or 800-833-6388.



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 4/19/2024 Agenda Item #:

Created by: Amy Davis, Clerk of the Board - Commissioners - 360-786-5447

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Leonard Hernandez, County Manager - Commissioners - 360-867-2960**

Item Title:

Proclamation for Asian American and Pacific Islander Heritage Month

Action Needed: Class of Item:

List of Exhibits



04302024 Asian
American and Pacific
Islander Heritage
Month.pdf
PDF File
108 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

[Click Additional Attachment](#) to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

The Board of County Commissioners will proclaim the month of May as Asian American and Pacific Islander Heritage Month in Thurston County.

Item Description:

Asian American and Pacific Islander Heritage Month in Thurston County.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/19/2024

THURSTON COUNTY

Proclamation

Asian American and Pacific Islander Heritage Month

WHEREAS, Asian American and Pacific Islander Heritage Month was signed into law in 1992 and the month of May was selected to commemorate the arrival of the first known Japanese immigrant to the United States on May 7, 1843, and to honor the completion of the transcontinental railroad on May 10, 1869; and

WHEREAS, we acknowledge Asian American and Pacific Islander Heritage Month is marked by deeply rooted history, including both proud and painful chapters, and significant cultural and systemic barriers; and

WHEREAS, Washington State has been home to generations of Asian Americans and Pacific Islanders for more than 200 years, contributing greatly to the government, businesses, arts, sciences, medicines, education, and military; and

WHEREAS, this year’s theme, “Advancing Leaders Through Innovation,” pays homage to the visionaries and trailblazers who have shaped the Asian American and Pacific Islanders history and continue to influence our collective future. Innovation, resiliency, and a pioneering spirit have led to lasting contributions to our Nation’s economic prosperity, technological advancements, and social/political change; and

WHEREAS, Asian Americans and Pacific Islanders have shared their traditions and rich culture while representing their communities through public service for all citizens; and

WHEREAS, we commit to the recognition of all Asian Americans and Pacific Islanders in Thurston County, Washington State, and the Nation, and to providing comprehensive support to this community.

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Thurston County hereby proclaim May 2024 as Asian American and Pacific Islander Heritage Month in Thurston County and encourages all residents to celebrate the accomplishments and sacrifices the Asian Americans and Pacific Islanders have made.

Adopted this 30th day of April 2024

BOARD OF COUNTY COMMISSIONERS



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: _____ Date Created: 4/16/2024 Agenda Item #:

Created by: Cody Fortman, Procurement & Contracts Specialist II - Central Services - 360-867-2096

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Richard King, Capital Project Manager II - Central Services - 360-867-2972**

Item Title:

Lease Amendment Extension Between Thurston County Sheriff's Department & J/4 Associates

Action Needed:

Class of Item:

List of Exhibits



amendment 3.pdf
PDF File
215 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve Amendment No. 3 to the lease between the Thurston County Sheriff's Office and J/4 Associates for a one year extension for the amount of \$16,157 per month, and authorize the Assistant County Manager to execute the amendment.

Item Description:

The County currently leases office space from J/4 Associates at 7721 New Market St. in Tumwater for the Sheriff's Office. J/4 Associates has agreed to a one year lease amendment extending the expiration date to May 31, 2025. The lease extension will be at the same rate of \$16,157.00 per month as the current lease terms. The County would like to execute the lease amendment extending the expiration date to allow time for space planning & relocation.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/16/2024

THURSTON COUNTY/J/4 ASSOCIATES
LEASE

AMENDMENT NO. 3

This Amendment No. 2 is entered between Thurston County, a municipal corporation, hereinafter called the Lessee, and J/4 ASSOCIATES, hereinafter called the Lessor.

The Lessee and the Lessor mutually agree that the May 5, 2017 Lease for the premises located at 7721 New Market Street, Tumwater, Washington, Tax Parcel Number 12710130000, shall be amended as follows:

- I. Paragraph 3, Term is hereby amended as follows: TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning June 1, 2017 and ending May 31, 2025
- II. Paragraph 8, Renewal and Cancellation is hereby amended as follows: It is mutually understood and agreed by and between Lessor and Lessee that this Lease may not be cancelled and terminated by either party.
- III. Except as expressly provided by this Amendment No. 3, all other terms and conditions of the original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the lessee and the lessor have caused this Amendment No. 3 to be executed this ____ day of _____, 2024.

J/4 Associates

Thurston County

By: _____
S. Randall Johnson
Managing Partner

Robin Campbell
Assistant County Manager

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By:  _____
Scott Cushing, Senior Deputy Prosecuting Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, _____, _____, Thurston County, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 4/18/2024 Agenda Item #:

Created by: Ben Miller-Todd, Emergency Services Director - Emergency Services - 360-704-2794

Creator = Presenter? ☒ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Ben Miller-Todd, Emergency Services Director - Emergency Services - 360-704-2794**

Item Title:
Professional Services Contract with Olympia Emergency Services

Action Needed: Class of Item:

List of Exhibits



OES MPD DRAFT -
04.12.24 - TA - Clean
Copy - PAO
Signature.pdf
PDF File
268 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☒ PAO ☐ FinSvcs ☐ HR
☐ Budget Office ☐ CAO ☐ Other

Notes:

Internal Auditor

Budget Effect Summary? ☐

Recommended Action:

Move to approve the professional services contract with Olympia Emergency Services for Medical Program Director services for a total amount of \$229,068 for the term of February 1, 2024 to December 31, 2027, and authorize the Director of Emergency Services to execute the contract, and any amendments that do not exceed 10%.

Item Description:

The is a renewal of an existing contract between Thurston County and Olympia Emergency Services (OES) for Medical Program Director (MPD) services. This contract, and the negotiated terms, are incorporated into the appropriated 2024-2025 Medic One budget, and no additional appropriation

will be required in order to support this contract. In summary, the follow minor updates were made to the contract:

1. Updated the duration to align with the calendar year/budget cycle (2/1/2024 – 12/31/2027)
2. Updated the one-time extension to a 3-year term (original language was a 2-year extension)
3. Updated Exhibit 1 to reflect the previous contract's second amendment changes that authorized an MPD Delegate to be staffed at Medic One (approved 10/4/2022 by the Board of County Commissioners)
4. Updated Exhibit 2 to reflect the new rate of pay (2% increase)
5. Updated COLA language to reflect a 2% annual increase (previous language was a 3% increase every 2 years)
6. Total annual contract cost: \$229,068.00 (Including MPD and MPD-Delegate Support)

This is part of the Thurston County Strategic Plan, Initiative 5: Strengthen Emergency Medical Services provided county-wide by Medic One and area hospitals.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/18/2024

**PROFESSIONAL SERVICES CONTRACT
COUNTY OF THURSTON
and
OLYMPIA EMERGENCY SERVICES PLLC**

THIS **PROFESSIONAL SERVICES CONTRACT** ("Contract") is made and entered into on this _____ day of _____, 20____, by and between the County of Thurston, a municipality in the state of Washington, hereinafter referred to as the "County", and Olympia Emergency Services PLLC, a Washington professional limited liability company, hereinafter referred to as "OES".

RECITALS

WHEREAS, the County desires to enter into a contractual relationship for the services of a Medical Program Director ("MPD") for the Thurston County Medic One System that will assist the statutory MPD with duties as provided for in Chapter 18.71 RCW, Chapter 246-976 WAC; and

WHEREAS, OES has qualified physicians that possess sufficient skills and expertise to perform the services identified in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

AGREEMENT

I. SERVICES

A. The OES shall nominate one (1) physician that meets the MPD criteria for consideration by the Thurston County Emergency Medical Services ("EMS") Council. The EMS Council shall recommend the physician as the MPD candidate to the Washington State Department of Health, Office of Emergency Medical Services and Trauma System, (hereinafter referred to as "State DOH") for consideration as the MPD for Thurston County. This Contract is contingent upon the recommended physician being appointed as the MPD by the State DOH. Only one physician can serve as the MPD, appointed by the State DOH. OES is only required to nominate one (1) candidate for the MPD position and if that individual is not selected as the MPD, OES can either submit another candidate or serve notice to terminate the Contract pursuant to Section X of this Contract.

B. The MPD shall perform the Services as set forth in Exhibit I - Section I, attached hereto and incorporated by this reference.

C. The County shall provide the services as set forth in Exhibit I - Section II, attached hereto and incorporated by this reference.

D. The MPD shall work under the direction and guidance of the Emergency Services Director, hereinafter referred to as the "Medic One Director," as related to MPD duties and responsibilities.

II. DURATION OF CONTRACT

A. The MPD shall provide the Services under this Contract beginning February 1, 2024 and terminating December 31, 2027, with an annual hourly cost increase of two (2%) applied on January 1.

B. This Contract may be extended upon mutual agreement between the parties for an additional three (3) years with an annual hourly cost increase of two (2%) applied on January 1.

C. This Contract may be extended or terminated upon mutual agreement between the parties heretofore and pursuant to the terms and conditions of this Contract.

III. COMPENSATION

A. The County shall pay OES for the Services performed hereunder, based upon mutually agreed rates contained in Exhibit II, which is attached hereto and incorporated herein by reference.

B. Payment shall be made available by the tenth (10th) day of the month and released to OES upon submission of monthly reports as referenced under Section XII and Exhibit III of this Contract, following the month in which the Services were provided.

IV. AMENDMENTS TO CONTRACT

The County may, from time to time, request changes in the Services of the MPD to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and OES shall be incorporated in written amendment to this Contract.

V. RELATIONSHIP OF THE PARTIES

A. The parties intend to create a working relationship under this Contract consistent with Washington State law and administrative rules governing the role of the MPD as an independent contractor. No agent, employee, servant or representative of the MPD shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the MPD, if any, are not entitled to any of the benefits the County provides for County employees.

B. In the performance of the Services herein contemplated, the MPD shall have the authority to control and direct the medical related details of the work consistent with RCW 18.71, 18.73 and Chapter 246-976 WAC as delegated by the MPD pursuant to Chapter 246-976-920 (2) WAC; however, the Services contemplated herein shall be subject to the County's general rights of inspection and review to secure the satisfactory completion hereof. In the event that conflicts arise in the coordination of medical and administrative issues between the MPD and the County, the EMS Council shall serve as the appeal body to resolve the issues which are in conflict.

C. Written communications between the MPD and the County shall be addressed to the Medic One Office. The Medic One Director shall serve as the contact person for the County.

D. Written communications between the County and the MPD/OES shall be addressed to the OES Office. The MPD shall serve as the contact person for OES.

VI. HOLD HARMLESS

A. It is recognized by the parties that the MPD, individually, will be indemnified, defended and held harmless by the State DOH, EMS and Trauma Care Section, for any act or omission committed or omitted in good faith in the performance of his or her duties (RCW 18.71.215). Therefore, no insurance requirement will be made of the MPD as a condition of this Contract. OES shall not be a party to this section, and shall not be required to indemnify, defend or hold harmless the State DOH.

B. It is recognized by the parties that the statutorily appointed state MPD has authority for and may delegate duties to the supervisory physician(s) pursuant to Chapter 246-976-920 (2) WAC, that such delegation will be indemnified, defended and held harmless by the State DOH for any act or omission committed or omitted in good faith in the performance of his or her duties (RCW 18.71.215). Therefore, no insurance requirement will be made of the MPD as a condition of this Contract.

C. The County shall be responsible for any and all liability, loss or damage, including costs of defense that it, and any of its officers, agents, employees, or otherwise, may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs or judgments against the County which result from or arise out of any action or inaction that occurs that does not involve the MPD's provision of Services, regardless of whether the MPD is present at the time of such action or inaction.

D. OES is a party to this Contract, but only so far as to nominate a physician who meets the MPD criteria for consideration by the EMS Council. Therefore, the County shall indemnify, defend and hold harmless OES against and from all liability, demands, claims, losses, damages, and expenses (including reasonable attorneys' fees) sustained or incurred by OES because of or arising from Services provided under this Contract.

E. Insurance coverage for Services provided by the MPD under this Contract is provided by the State DOH. It is the responsibility of the MPD to make all appropriate arrangements for coverage prior to engaging in any official duties under this Contract. The County and OES shall not be liable to the MPD or any third party for any failure of the MPD to make insurance coverage arrangements under this Contract.

VII. NONDISCRIMINATION

The MPD shall not discriminate against any person in the performance of any of its obligations hereunder based on race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

VIII. JURISDICTION

A. This Contract has been, and shall be, construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

IX. SEVERABILITY

A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

X. TERMINATION

If, through any cause, MPD shall fail to fulfill in timely and proper manner its obligation under this Contract, the County shall, after consultation with the EMS Council, have the right to terminate this Contract by giving written notice to OES of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

Either party may terminate this Contract by giving written notice to the other party of its intent to terminate. Such written notice must be given at least ninety (90) days prior to the effective date of termination. The exercise of any rights under this section relate only to the termination of the terms and conditions contained herein. The appointment of the MPD as Medical Program Director for Thurston County may only be terminated by the statutory MPD pursuant to WAC 246-976-920(2).

This Contract shall be terminated immediately if the MPD's certification, by the State DOH, is terminated, unless OES provides another qualified candidate for MPD.

XI. INFORMATION AND REPORTS

OES shall submit the monthly activity report concerning the services provided under this Contract as set forth in Exhibit III attached hereto and incorporated by this reference, by the tenth (10th) day of the month following the month in which the services were provided.

XII. RECORDS AND INSPECTIONS

The MPD shall maintain full and accurate records with respect to all matters covered under this Contract. The MPD agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to protected health information at the County's sole cost. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings,

and activities relating to the performance of this Contract. All records required to be maintained by this Contract or by Washington State law, except medical and treatment records, or records otherwise exempt by law, shall be considered to be public records and maintained in accordance with applicable laws.

XIII. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of the Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

XIV. NO THIRD PARTY BENEFICIARIES

This Contract is not intended to confer upon any person or entity other than the parties hereto any rights or remedies hereunder.

XV. HEADINGS

The headings in this Contract are inserted for convenience only and are not to be considered in the construction of the provisions hereof and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

XVI. BENEFITS

This Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

XVII. DISPUTE RESOLUTION

The parties agree that in the event of a dispute involving the construction, interpretation, performance, or breach of this Contract, they will mediate the same by jointly selecting a Thurston County, Washington, attorney. If the mediation is not successful, then the dispute shall be resolved by arbitration under the auspices of the Thurston County Superior Court rules for mandatory arbitration, regardless of the amount in controversy. Either party may request the Thurston County Superior Court to appoint an arbitrator if the parties cannot reach agreement between themselves. Mediation fees and costs shall be split equally between each party involved in the mediation. Arbitration fees shall be as awarded by the arbitrator to the extent that he or she finds one or more parties prevail. The award shall include fees and costs of whatever nature incident to said arbitration.

XVIII. AUTHORITY TO ACT

The parties warrant that they are authorized and empowered to execute this Contract on their own behalf and on behalf of any person or entity for which they have signed this Contract.

XIX. COUNTERPARTS

This Contract may be executed by the parties in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

DATED this _____ day of _____, 20__.

OES:

**Olympia Emergency Services PLLC, a Washington
professional limited liability company**

COUNTY:

**EMERGENCY SERVICES
Thurston County, Washington**

By: Anna McKeone, MD

By: Ben Miller-Todd, Director

MEDICAL PROGRAM DIRECTOR

Larry Fontanilla, Jr., MD

APPROVED AS TO FORM:

Jon Tunheim
Prosecuting Attorney



By: Rick Peters
Deputy Prosecuting Attorney

EXHIBIT I

SCOPE OF SERVICES

- I. The services listed below shall be all of the services provided by the MPD, or MPD Delegate, as the Medical Program Director for the duration of this Contract (“Services”):
- A. The MPD shall dedicate eight (8) hours per week for three (3) weeks of each month that are scheduled published and published at least thirty (30) days in advance. The eight (8) hours a week are conducted during normal office hours at the Medic One location. The remaining hours each month, a minimum of twelve (12) and a maximum of eighteen (18), can be completed anytime during the calendar month in conjunction with accomplishing MPD duties. Additional hours, mutually agreed upon by the MPD and the Medic One Director, can be scheduled for unusual circumstances that require the MPD to work more than the forty-two (42) hours allotted in the month. Additionally, the MPD may appoint MPD Delegate(s), here forth referred to as “MPDD,” that have been mutually agreed upon with the Medic One Director. The MPDD(s) shall coordinate with the MPD to cover one (1) additional dedicated eight (8) hours per week, when staffing permits, during normal office hours. The aggregate of the MPDD(s) billable monthly hours shall not exceed forty-two (42) per month. Additional hours, mutually agreed upon by the MPDD(s), MPD, and the Medic One Director, can be scheduled for unusual circumstances that require the MPD and MPDD(s) to work more than the eighty-four (84) hours allotted in the month.
 - B. The MPD will perform the duties of an approved Emergency Medical Services Medical Program Director (MPD), as defined in the Revised Code of Washington and the Washington Administrative Code (WAC). As defined by WAC 246-976-010(47)(a) and (b), the MPD may appoint an MPDD to whom they may delegate duties not otherwise defined in WAC 246-976-920(4). For the purposes of Exhibit I, all “MPD” tasks listed in the Scope Of Services may be delegated to an MPDD where not otherwise reserved solely for the MPD by the Revised Code of Washington and the Washington Administrative Code.
 - C. The MPD shall be responsible for overall development, implementation, and supervision of medical control for the out-of-hospital Emergency Medical Services (EMS) System. He/she shall provide medical program direction, review, evaluation and correction.
 - D. The MPD shall direct the medical control and medical quality assurance of the EMS System, including the following activities:
 - Defines medical control objectives. Initiates and coordinates medical control improvements. Administrative or operational components are referred to and coordinated with those agencies with administrative and operational responsibilities.
 - Works with and directs the activities of the assistant MPD, MPD in Training and Physician Medical Control Supervisors (Base Station Physicians) to ensure appropriate medical control of the EMS System.
 - Develops and implements Thurston County Medic One EMS System orientation program, including an on-going ride-along program, for Base

Station Physicians. These orientation programs will be presented to all designated Base Station Physicians. The MPD will provide semi-annual reports to the EMS Council concerning the activities of the ride-along program.

E. The MPD shall develop and conduct reviews of out-of-hospital, countywide treatment, triage and transfer protocols (both in and out of county), including the following activities:

- Provide medical control of the out-of-hospital EMS System by implementing countywide treatment, triage and transfer protocols, utilizing written procedures.
- Identify and define in writing the medically related roles and responsibilities of the EMS System providers.
- Conduct an annual review of the Thurston County EMS Patient Care Guidelines. Recommendations for additions, deletions, or modifications will be made on a timely basis in order to allow for implementation by the EMS staff.

F. Establish, coordinate and assist in the development and implementation of education programs for EMS System providers consistent with Washington State law and administrative regulations, including the following activities:

- Audit the performance and skill maintenance of paramedic field personnel. Audits will include review by the MPD, or designee, of EMS patient medical incident report forms as well as providing monthly paramedic in-service sessions. The MPD will develop and implement the yearly paramedic in-service training schedule to include class content and instructors.
- Audits the performance and skills maintenance of Emergency Medical Technician (EMT) field personnel. Audits will include review by the MPD, or designee, of EMT patient medical incident report forms. The audit review will include report forms randomly selected from all county EMTs. The MPD and/or delegate will randomly audit Continuing Medical Education (CME) classes, at least one (1) per quarter. The MPD and/or delegate shall approve the annual Basic Life Support (BLS) CME in-service class curriculum and participate in the Basic EMT classes by instruction and audit. In conjunction with the BLS Training Supervisor, the MPD and/or delegate shall review all EMT defibrillation events.
- The MPD shall ride with an EMT and Paramedic emergency medical service unit at least quarterly.
- The MPD and/or delegate will meet with Thurston 9-1-1 Communications (TCOMM) personnel to review Emergency Medical Dispatch (EMD) protocols and calls for medical assistance to ensure appropriate dispatch application and allocation of EMS resources. This will be done at least once (1) every three (3) months.

G. The MPD shall recommend to the State Department of Health, EMS and Trauma Care Section, personnel for certification, recertification, decertification, suspension, modification and recommendation not to recertify. All such recommendations will be made known in writing to the Medic One Director, to the

BLS Training Supervisor in the case of action involving an EMT, and to the Chief of the fire agency whose employee or volunteer is the subject of the action, prior to the recommendation being sent to State DOH.

All actions leading to a recommendation or possible recommendation of decertification will be in accordance with the EMS System's Due Process Policy.

- H. The MPD shall work with the Thurston County EMS Council, the Operations Committee, Medical Society, and their committees, and any other appropriate organization to carry out the medical objectives of the EMS System. These include developing procedures, guidelines, and service delivery concepts to implement local agency's Mobile Integrated Healthcare; Community Assistance, Referral, and Education Service; and similar out of hospital medical related services.
- I. The MPD shall attend regularly scheduled meetings of the EMS System's Operations Committee and EMS Council.
- J. The MPD, with staff support, shall evaluate the medical performance of the EMS System. This includes the review of medical records as identified in Sections E.1. and E.2. above. Outcome analysis will include comparison to other EMS Systems. Comparisons will also be made to medical objectives as identified in Sections C.1. and F. above. The MPD will also recommend medical related improvements for the provider systems as appropriate.

Evaluation of medical performance will include investigation of incidents of alleged inappropriate/incorrect medical care. These investigations will be conducted in a timely and confidential manner. Any such incident which may have an adverse operational, public relations, or liability implication to the Medic One System, shall be reported by the MPD to the Medic One Director within twenty-four (24) hours of the MPD learning of the situation or incident.

The MPD shall meet on a regular basis with the ALS provider agencies, at least quarterly.

- K. The MPD shall make a good faith effort to attend meetings of State DOH West Region EMS Medical Program Director's group.
- L. The MPD shall ensure personal health information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The MPD agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent or as provided by law.
- M. The MPD may attend at least one annual EMS or emergency physicians' conference. The EMS System will reimburse the MPD for appropriate and allowable pre-approved related expenses.
- N. Perform other duties as assigned by the Medic One Director, EMS Council or their designee consistent with the roles and responsibilities of the MPD delegate as designated under Washington State law.

- II. The County shall provide** for routine clerical assistance in support of the duties and requirements of the MPD as described in this Contract and delegated by the MPD. Requests for such assistance by the MPD shall be coordinated with the Medic One Office. A good faith effort will be made to provide such service in a timely manner, subject to availability of staff and other priority work assignments.

EXHIBIT II COMPENSATION

1. The MPD's compensation under this Contract, which is described in Section III - Compensation of the Contract is set forth as Two Hundred Twenty-Seven and 25/100 Dollars (\$227.25) per hour, and not to exceed \$229,068.00 over a 12-month period, unless mutually agreed upon as stipulated in Exhibit 1, Section 1, Paragraph A.

EXHIBIT III
CONTRACT SERVICES WORK REPORT
Medical Program Director

NAME:			MONTH:		
WORK COMPLETED	# OF HOURS	# OF PERSONS	WORK PERFORMED BY		
			DELEGATED PHYSICIAN	ADMIN SUPPORT	SELF
PATIENT CARE PROTOCOLS					
PERSONNEL RECOMMENDED					
• FOR CERTIFICATION					
• FOR RECERTIFICATION					
• COUNSELING					
• FOR DECERT, ETC					
TRAINING/CME					
• FIRST RESPONDER TRAINING					
• FIRST RESPONDER CME					
• EMT TRAINING					
• EMT CME					
• PARAMEDIC TRAINING					
• PARAMEDIC CME					
• SPECIAL SKILLS					
ONGOING TRAINING & EVALUATION					
QUALITY IMPROVEMENT					
REGIONAL COUNCIL PARTICIPATION					
OTHER (specify)					

*These items must be performed by the MPD and may not be delegated.

COMMENTS _____

MPD

DATE

EXHIBIT IV
Annual MPD Evaluation and Performance Appraisal

Thurston County Medic One/EMS
MPD Contract Review
2020-2021

The following items are for evaluation and performance review only, and do not constitute services as defined under this contract. For a list of Services MPD shall perform, see Exhibit I.	2020	2021	Notes Rating 1-4 4=Outstanding 3=Exceeds expectations 2=Meets expectations 1=Below expectations 0=Not acceptable +/P = acceptable/Pass -/F = unacceptable/Fail
1. Duties of an approved Emergency Medical Services Medical Program Director (MPD), as per WAC 276-976-920 and the Washington State Department of Health's <i>Medical Program Director Handbook</i> .			
2. The MPD shall provide medical program direction, review, evaluation and correction.			
3. The MPD shall direct the medical control and medical quality assurance of the EMS System, including the following activities:			
3a. Defines medical control objectives. Initiates and coordinates medical control improvements.			
3b. Works with and directs the activities of Physician Medical Control Supervisors (Base Station Physicians).			
3c. Develops and implements Thurston County Medic One EMS System orientation program, including an on-going ride-along program, for Base Station Physicians. The MPD will provide annual reports to the EMS Council concerning the activities of the ride-along program.			
4. The MPD shall develop and conduct reviews of out-of-hospital, county-wide treatment, triage and transfer protocols (both in and out of county), including the following activities:			
4a. Provide medical control of the out-of-hospital EMS System by implementing countywide treatment, triage and transfer protocols, utilizing written procedures.			
4b. Identify and define in writing the medically related roles and responsibilities of the EMS System providers.			

4c. Conduct an annual review of the Thurston County EMS Patient Care Guidelines. Recommendations for additions, deletions, or modifications will be made on a timely basis in order to allow for implementation by the EMS staff.			
5. Establish, coordinate and assist in the development and implementation of education programs for EMS System providers consistent with Washington State law and administrative regulations, including the following activities:			
5a. Audit the performance and skill maintenance of paramedic field personnel. Audits will include review by the MPD, or his designee, of EMS patient medical incident report forms. Provide monthly paramedic in-service sessions. The MPD will develop and implement the yearly paramedic in-service training schedule to include class content and instructors.			
5b. Audits the performance and skill maintenance of Emergency Medical Technician (EMT) field personnel. Audits will include review by the MPD, or his designee, of EMT patient medical incident report forms. The audit review will include report forms randomly selected from all county EMTs. The MPD will randomly audit Continuing Medical Education (CME) classes, at least one (1) per quarter. The MPD shall approve the annual Basic Life Support (BLS) CME in-service class curriculum and participate in the Basic EMT classes by instruction and audit. In conjunction with the BLS Training Supervisor, the MPD shall review all EMT defibrillation events.			
5c. The MPD shall ride with emergency medical services units (ALS and BLS) at least once (1) every three months. Ride-along time on such units shall be for an eight (8) hour shift.			
5d. The MPD will meet with Department of Communication (TCOMM) personnel to review Emergency Medical Dispatch (EMD) protocols and calls for medical assistance to ensure appropriate dispatch application and allocation of EMS resources. This will be done at least once (1) every three (3) months.			

6. The MPD shall recommend to the State Department of Health, EMS and Trauma Care Section, personnel for certification, recertification, decertification, suspension, modification and recommendation not to recertify. All such recommendations will be made known in writing to the Medic One Director, to the BLS Training Supervisor in the case of action involving an EMT, and to the Chief of the fire agency whose employee or volunteer is the subject of the action, prior to the recommendation being sent to State DOH.			
7. The MPD shall work with the Thurston County EMS Council, the Operations Committee, Medical Society, and their committees, and any other appropriate organization to carry out the medical objectives of the EMS System. The MPD or his designated supervising physician shall attend regularly scheduled meetings of the EMS System's Operations Committee and EMS Council.			
8. The MPD, with staff support, shall evaluate the medical performance of the EMS System. This includes the review of Medical records as identified in Section 5(a) and 5(b) above. Outcome analysis will include comparison to other EMS Systems. Comparisons will also be made to medical objectives as identified in sections 3(a) and 7 above. The MPD will also recommend medical related improvements for the provider systems as appropriate. Evaluation of medical performance will include investigation of incidents of alleged inappropriate/incorrect medical care. These investigations will be conducted in a timely and confidential manner. Any such incident that may have an adverse operational, public relations, or liability implication to the Medic One System, shall be reported by the MPD to the Medic One Director within twenty-four (24) hours of the MPD learning of the situation or incident.			
9. The MPD shall meet on a regular basis with ALS provider agencies, at least quarterly.			
10. The MPD shall, within the constraints of his hospital work schedule, establish a routine time to be present in the Medic One Office to meet with EMS personnel and staff. This routine time, at least the equivalent of 8 hours per month in two periods (bi monthly), will be scheduled as far in advance as possible.			
11. The MPD shall make a good faith effort, within the constraints of his hospital work schedule, to attend meetings of State DOH West Region EMS Medical Program Director's group.			

12. The MPD shall designate a qualified supervising physician to act in the capacity of MPD should the incumbent be absent, incapacitated or otherwise unable to fulfill the requirements of this work statement.			
13. The MPD may attend at least one annual EMS or emergency physicians' conference. The EMS System will reimburse the MPD for all appropriate, pre-approved related expenses.			
14. Perform other duties as assigned by the Medic One Director, EMS Council or their designee consistent with the roles and responsibilities of the MPD delegate as designated under Washington State law.			
B. The County shall provide for routine clerical assistance in support of the duties and requirements of the Medical Program Director as described in this Contract. Requests for such assistance by the MPD shall be coordinated with the Medic One Office. A good faith effort will be made to provide such service in a timely manner, subject to availability of staff and other priority work assignments. ALS Coordinator support to be provided			
Points			
Areas scored			
Average = Y			
Rating			

Acknowledged: _____ Date: _____
MPD

Review Completed by: _____ Date: _____
Emergency Services Director



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: _____ Date Created: 4/8/2024 Agenda Item #:

Created by: Kimberly Grable, Executive Assistant - Human Resources - 360-786-5451

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Tara Wickline, Compensation and Benefits Manager - Human Resources - 360-867-2493**

Item Title:
Resolution to reclassify positions

Action Needed: _____ Class of Item:

List of Exhibits



AIS-Resolution -
Reclassify Positions -
042224.pdf
PDF File
662 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

 File Attachment

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve the resolution reclassifying positions 06R01467, 06R01634, 09R01369, 27R00741, 27R01437, 29R00801, 29R01253, 29R01585, 34R00856, 40R01741, and 40R01749 in the Thurston County Pay and Classification Pay Plan, the Thurston County Management and Technical Pay Plan and the Thurston County At-Will Pay Plan.

Item Description:

On March 26, 2024, the Thurston County Board of Commissioners approved Human Resources to move forward with their review of reclassification requests that were denied during the 2024-2025 budget process, as well as requests received after the budget process closed. Human Resources will submit requests to the board in packages, dependent on when the review of each request is complete.

Human Resources has completed the review of positions detailed in Attachment A and found that the information received supports the request for reclassification. Changes to the maximum of each salary range is as follows:

06R01467	Superior Court Coordinator to Judicial Assistant	\$0
06R01634	Program Manager to Senior Program Manager	\$1,041
09R01369	Legal Assistant I to Legal Assistant II	\$534
27R00741	Senior Office Assistant to Administrative Assistant II	\$1,122
27R01437	Administrative Assistant I to Accounting Assistant IV	\$905
29R00801	Senior Office Assistant to Administrative Assistant I	\$534
29R01253	Business Applications Administrator to Systems Manager	\$1,697
29R01585	Data Analyst to Senior Program Manager	\$2,778
34R00856	Senior Maintenance Technician to Road Operations Crew Chief	\$653
40R01741	Program Manager to Maternal & Child Health Manager	\$1,361
40R01749	Program Manager to Maternal & Child Health Manager	\$1,361

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/22/2024

AGENDA ITEM SUMMARY

TITLE: Human Resources - A resolution to reclassify positions in the Thurston County Pay and Classification Plan, the Thurston County Management and Technical Pay Plan, and the Thurston County At-Will Pay Plan.

SUBMITTED BY: Tara Wickline,
Compensation & Benefits Manager, x
2493

TYPE OF ACTION NEEDED:

Executed Contract
Pass Resolution X
Pass Ordinance
Pass Motion
Other

SUMMARY OF EFFECT ON THE BUDGET:

Expenditures:

1. Additional Expenditures \$0.00
2. An Increase in Ending Fund Balance \$0.00
Total Increase in Expenditure Authority \$0.00

Financed By:

1. Additional Revenues \$0.00
2. A Decrease in Ending Fund Balance \$0.00
Total Financing Sources \$0.00

AGENDA ITEM NO. _____

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: April 9, 2024

FOR AGENDA OF: April 30, 2024

CLASS OF ITEM:

Consent: X

Timed:

Department:

LIST OF EXHIBITS:

Resolution X

CLEARANCE OF OTHER DEPT.

Prosecutor's Office _____
Financial Services _____
Human Resources _____
Budget Office _____
Other (if applicable) _____

Summary Statement:

On March 26, 2024, the Thurston County Board of Commissioners approved Human Resources to move forward with their review of reclassification requests that were denied during the 2024-2025 budget process, as well as requests received after the budget process closed. Human Resources will submit requests to the board in packages, dependent on when the review of each request is complete.

Human Resources has completed the review of positions detailed in Attachment A and found that the information received supports the request for reclassification. Changes to the maximum of each salary range is as follows:

06R01467	Superior Court Coordinator to Judicial Assistant	\$0
06R01634	Program Manager to Senior Program Manager	\$1,041
09R01369	Legal Assistant I to Legal Assistant II	\$534
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29R01253	Business Applications Admin to Systems Manager	\$1,697
29R01585	Data Analyst to Senior Program Manager	\$2,778
34R00856	Senior Maintenance Technician to Road Operations Crew Chief	\$653
40R01741	Program Manager to Maternal & Child Health Manager	\$1,361
40R01749	Program Manager to Maternal & Child Health Manager	\$1,361

RECOMMENDED ACTION:

Move to approve the resolution reclassifying positions 06R01467, 06R01634, 09R01369, 27R00741, 27R01437, 29R00801, 29R01253, 29R01585, 34R00856, 40R01741, and 40R01749 in the Thurston County Pay and Classification Pay Plan, the Thurston County Management and Technical Pay Plan and the Thurston County At-Will Pay Plan.

RESOLUTION NO. _____

A RESOLUTION reclassifying positions 06R01467, 06R01634, 09R01369, 27R00741, 27R01437, 29R00801, 29R01253, 29R01585, 34R00856, 40R01741, and 40R01749 in the Thurston County Pay and Classification Pay Plan, the Thurston County Management and Technical Pay Plan and the Thurston County At-Will Pay Plan.

WHEREAS, it has been brought to the attention of the Thurston County Commissioners that the above positions should be reclassified to support the offices' current needs, and:

WHEREAS, it has been brought to the attention of the Thurston County Commissioners that the Thurston County Pay and Classification Plan, the Thurston County Management and Technical Pay Plan and the Thurston County At-Will Pay Plan should be amended as set forth in Attachment A;

NOW, THEREFORE, the Board of County Commissioners of Thurston County, State of Washington, does resolve as follows:

Section 1. The Thurston County Pay and Classification Plan, the Thurston County Management and Technical Pay Plan and the Thurston County At-Will Pay Plan shall be amended as follows in Attachment A.

ADOPTED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington


Clerk of the Board

Chair

APPROVED AS TO FORM:

Vice-Chair

Commissioner



Tara Wickline
Compensation and Benefits Manager

Commissioner

Commissioner

Reclassify the following positions on the Thurston County Position Control Schedule:**Office or Department: Community Planning & Economic Development**Previous:

Position No.: 27R00741
Classification: Sr Office Assistant
Spec. No.: 0112
FTE: 1.0
Range: 06

New:

Position No.: 27R00741
Classification: Administrative Assistant II
Spec. No.: 0331
FTE: 1.0
Range: 10

Previous:

Position No.: 27R01437
Classification: Administrative Assistant I
Spec. No.: 0330
FTE: 1.0
Range: 08

New:

Position No.: 27R01437
Classification: Accounting Assistant IV
Spec. No.: 0735
FTE: 1.0
Range: 11

Office or Department: Emergency ServicesPrevious:

Position No.: 29R00801
Classification: Sr Office Assistant
Spec. No.: 0112
FTE: 1.0
Range: 06

New:

Position No.: 29R00801
Classification: Administrative Assistant I
Spec. No.: 0330
FTE: 1.0
Range: 08

Previous:

Position No.: 29R01253
Classification: Business Applications
Administrator
Spec. No.: 0543
FTE: 1.0
Range: 448 (mtp)

New:

Position No.: 29R01253
Classification: Systems Manager
Spec. No.: 0544
FTE: 1.0
Range: 588 (mtp)

Reclassify the following positions on the Thurston County Position Control Schedule (continued):**Office or Department: Emergency Services (continued)**Previous:

Position No.: 29R01585
Classification: Data Analyst
Spec. No.: 1357
FTE: 1.0
Range: 12

New:

Position No.: 29R01585
Classification: Senior Program Manager
Spec. No.: 1317
FTE: 1.0
Range: 7,317 – 9,757 (at-will)

Office or Department: Prosecuting AttorneyPrevious:

Position No.: 09R01369
Classification: Legal Assistant I
Spec. No.: 0315
FTE: 1.0
Range: 06

New:

Position No.: 09R01369
Classification: Legal Assistant II
Spec. No.: 0316
FTE: 1.0
Range: 08

Office or Department: Public Health & Social ServicesPrevious:

Position No.: 40R01741, 40R01749
Classification: Program Manager

Spec. No.: 1318
FTE: 1.0, 1.0
Range: 444 (mtp)

New:

Position No.: 40R01741, 40R01749
Classification: Maternal & Child Health
Manager
Spec. No.: 4350
FTE: 1.0, 1.0
Range: 544 (mtp)

Office or Department: Public WorksPrevious:

Position No.: 34R00856
Classification: Senior Maintenance
Technician
Spec. No.: 1511
FTE: 1.0
Range: 11 (tilley)

New:

Position No.: 34R00856
Classification: Road Operations
Crew Chief
Spec. No.: 1513
FTE: 1.0
Range: 13 (tilley)

Reclassify the following positions on the Thurston County Position Control Schedule (continued):**Office or Department: Superior Court**Previous:

Position No.: 06R01467
Classification: Superior Court Coordinator
Spec. No.: 0329
FTE: 1.0
Range: 10

New:

Position No.: 06R01467
Classification: Judicial Assistant –
Superior Court
Spec. No.: 0326
FTE: 1.0
Range: 10

Previous:

Position No.: 06R01634
Classification: Program Manager
Spec. No.: 1318
FTE: 1.0
Range: 444 (MTP)

New:

Position No.: 06R01634
Classification: Senior Program Manager
Spec. No.: 0316
FTE: 1.0
Range: 7,317 – 9,757 (at-will)



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date: _____ Date Created: 4/16/2024 Agenda Item #:

Created by: Katie Strozyk, Social Services Program Specialist II - Public Health and Social Services - 360-867-2559

Creator = Presenter? ☒ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Katie Strozyk, Social Services Program Specialist II - Public Health and Social Services - 360-867-2559**

Item Title:
Lease with Capital Recovery Center for Drug User Health/Syringe Services Program

Action Needed: _____ Class of Item:

List of Exhibits



Syringe Exchange
Center Lease 2024-
2025 - AIS.pdf
PDF File
195 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☒ PAO ☐ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☒ Other

Notes:

risk

Budget Effect Summary? ☐

Recommended Action:

Move to approve the lease renewal between Capital Recovery Center and Thurston County Public Health & Social Services for Drug User Health/Syringe Services Program in the amount of \$3,680 per month for the term of March 1, 2024 to March 31, 2025, and authorize the Director of Central Services to execute the lease.

Item Description:

The Drug User Health/Syringe Services Program has leased space at Capital Recovery Center (located at 1000 Cherry Street SE, Olympia) for more than ten years. This lease includes the main office space used to operate the Syringe Services Program, a large office for hepatitis C and HIV rapid screening and case management, and additional storage space in a secure basement. This

location is within walking distance of many other supportive services and resources, has a large parking lot, and is easily accessible by public transit. Public Health and Social Services seeks to renew this lease from March 1st, 2024 through March 31st, 2025 to maintain the current occupancy of the space, with the lease matching our current rate of rent.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/17/2024

LEASE

THIS LEASE is made and entered into between Thurston County, a municipal corporation, whose address is 3000 Pacific Avenue SE, Olympia, Washington, 98501-2043, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessee, and Capital Recovery Center, hereinafter called the Lessor.

WHEREAS, Thurston County is granted authority to lease property under Thurston County Code 2.104.030;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 78204000100

Common Street Address: 1000 Cherry Street SE, Olympia, Washington

Legal Description: Section 14 Township 18 Range 2W Quarter SW SE Plat SWANS ADDITION TO OLYMPIA BLK 40 LT 1 & 2 Document 1/37 TOGW S 1/2 VAC ST ON N; TOGW LT 7 & 8 BLK 37 AND 1/2 VAC ST ON S AND W, LESS

Lessee is leasing approximately 479 square feet of office space and approximately 800 square feet of storage space along with 3 on-site parking stalls.

USE

2. The premises shall be used by the Lessee and/or other county agencies for the following purpose(s): Drug User Health Program.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning March 1, 2024 and ending March 31, 2025.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises for the following rate: \$3,680.00 per month.

Payment shall be made at the end of each month upon submission of properly executed invoices.

EXPENSES

5. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing, landscape and irrigation water, and janitor service.

MAINTENANCE AND REPAIR

6. The Lessor shall maintain premises in good repair and tenantable condition during the continuance of this Lease, except in the case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; exterior lighting; parking lot (including snow removal, cleaning, and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality, and requirements to provide architecturally barrier free premises for persons with disabilities, etc.).

ASSIGNMENT/SUBLEASE

7. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

8. The Lease may, upon mutual agreement between Lessee and Lessor, be renegotiated for one additional year.

PAYMENT

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 126) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

MODIFICATION

11. No amendment, modification, or renewal shall be made to this Lease unless set forth in writing, signed by both parties and shall not be binding until fully executed by both parties.

FIXTURES

12. The Lessee, upon the written authorization of the Lessor, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remains the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

ALTERATIONS/IMPROVEMENTS

13. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers, or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor and Industries. If the Lessee considers Lessor's proposed costs for alterations/improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

14. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

15. In the event the leased premises are destroyed or injured by fire, earthquake, or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed

for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

16. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon Thurston County, unless same has been approved by the Office of the Prosecuting Attorney. Any amendment or modification of this Lease must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

17. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients, and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

18. Lessor warrants to the best of his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state, or federal law or regulation.

Lessee shall indemnify and hold harmless the Lessor with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises that are placed on the premises by the Lessee.

CONDEMNATION

19. If any of the premises or the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

INSURANCE

20. At all times during the term of this Lease, Lessee shall maintain comprehensive general liability insurance covering bodily injury and property damage, including that for which Lessee or its agents, representatives, employees, contractors, subtenants, licensees, or invitees may be liable with respect to the Premises. Such liability insurance shall have policy limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) per person for bodily injury and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for property damage.

Lessor understands that Thurston County is self-insured for the first \$250,000 of liability loss and maintains excess insurance through a policy written by the Washington Counties Risk Pool, which includes contractual liability coverage. This form of insurance is acceptable to Lessor as sufficient security to meet the requirements of this contract.

Lessee shall provide notice of any material change in their insurance program to Lessor at least thirty (30) days prior to the effective date of the change. Lessee shall provide Lessor and each lender designated by Lessor with certificates of insurance evidencing liability coverage and shall provide evidence of renewal prior to the expiration of such policy or policies.

Further, at all times during the term of this Lease, Lessor shall maintain comprehensive general liability insurance covering bodily injury and property damage, including that for which Lessor or its agents, representatives, employees, contractors, subtenants, licensees, or invitees may be liable with respect to the Premises. Such liability insurance shall have policy limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate.

Lessor shall provide notice of any material change in their insurance program to Lessee at least thirty (30) days prior to the effective date of the change. Lessor shall provide Lessee and each lender designated by Lessee with certificates of insurance evidencing liability coverage and shall provide evidence of renewal prior to the expiration of such policy or policies.

DISPUTES

21. In the event that a dispute arises under this Lease, it shall be determined by a three-member dispute board in the following manner: Each party to this Lease shall appoint a member to the dispute board. The members so appointed shall jointly appoint a third member to the dispute board. The dispute board shall evaluate the facts, Lease terms, and applicable statutes and rules and make the determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

DEFAULT BY EITHER PARTY

22. Should either party breach the terms of this Lease, the parties agree to the following:
- a. The nonbreaching party shall provide written notice and a reasonable opportunity for the breaching party to cure. A reasonable time shall be deemed to be fifteen days upon receipt of notification of breach, unless the alleged breach is an emergency maintenance issue requiring immediate attention in which case, reasonable opportunity to cure shall be deemed to be twenty-four hours.
 - b. If the breaching party does not cure within a reasonable time the nonbreaching party may cure the default, and, if applicable, recover the costs incurred in curing the default. If the

nonbreaching party is the Lessee, the Lessee may deduct all costs incurred from rent owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor as soon as is practicable.

- c. If the Lessee elects to cure the breach of the Lessor, Lessor shall defend, save, and hold harmless the Lessee, its authorized agents, and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure. Lessor further agrees to defend Lessee, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities associated with the cure of said breach.
- d. The nonbreaching party is under no obligation to cure the default of the breaching party. If the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's right to relief.
- e. Should any action be initiated by the nonbreaching party to recover costs associated with curing the breaching party's default, the breaching party shall be required to pay the costs incurred by the nonbreaching party in curing the default, together with the reasonable attorneys' fees and costs associated with such action if the nonbreaching party prevails.
- f. Both parties warrant and represent that they will only make claims of breach in good faith. Any claim of breach made in bad faith will itself constitute a breach, entitling the nonbreaching party to the costs associated with such bad faith claim. A claim shall be considered to be brought in bad faith when no credible evidence can be brought forth to support it.

MONTH-TO-MONTH TENANCY

23. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

INDEMNIFICATION

24. Each party hereto shall be responsible for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, employees, volunteers, and licensees to the fullest extent required by law. Each party hereto shall indemnify and hold harmless the other party from any claim, loss, damage, or injury arising therefrom.

In the case of wrongful or negligent acts or omissions on the part of more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party. Each party hereto shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to that other party.

CAPTIONS

25. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

26. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Capital Recovery Center
1000 Cherry Street Southeast
Olympia, Washington 98501-1433

LESSEE: Thurston County Capital Projects Division
Attn: Accounts Payable
3000 Pacific Avenue Southeast
Olympia, Washington 98501-2043

IN WITNESS WHEREOF, the parties subscribe their names.

By _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Scott Cushing, Senior Deputy Prosecuting Attorney

Rich DeRos

Choose a jurat from below and erase the others.

CORPORATE JURAT

STATE OF _____)
) ss.
 County of _____)

On this _____ day of _____, A.D., 20_____, before me personally appeared _____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

INDIVIDUAL JURAT

STATE OF _____)
) ss.
 County of _____)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20_____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

MULTI USE JURAT

STATE OF _____)
) ss.
 County of _____)

On this _____ day of _____, 20_____, before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and

acknowledged it as the _____
of _____ to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first
above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____,
personally appeared before me _____, _____, _____,
Thurston County, State of Washington, to me known to be the individual described in and who executed the
within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed
of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized
to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first
above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 4/19/2024 Agenda Item #:

Created by: Amy Davis, Clerk of the Board - Commissioners - 360-786-5447

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Darren Bennett, Financial Services Manager - Auditor - 360-867-2253**

Item Title:
Voucher list

Action Needed: Class of Item:

List of Exhibits



041924Comms.pdf
PDF File
159 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve the voucher list for the week of April 15, 2024 for a combined amount of \$1,398,111.51.

Item Description:

4/15 voucher list

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/19/2024



Thurston County, Washington

Accounts Payable Report

Prepared by Auditor/Financial Services
04/15/2024 - 04/19/2024

Thurston County Washington
Accounts Payable Report

For help call:
Darren Bennett - 2253
Corey Arndt - 2265

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 0010 GENERAL FUND

01-ASSESSOR'S OPERATIONS

COMMUNICATIONS

581007	1594663	UNITED STATES POSTAL SERVICE USPS	04/17/2024	ANNUAL BUSINESS REPLY MAIL MAINT. FEE	930.00
Total:					\$930.00

PROPERTY ADMINISTRATION

PROFESSIONAL SERVICES

L0232030055	1594657	DEPARTMENT OF LICENSING	04/17/2024	DOL QUERY SEARCHES FROM 1/1/24-3/31/24	2.00
23-24-109	1594656	WASHINGTON STATE DEPARTMENT OF HEALTH	04/17/2024	QUARTERLY DEATH FILE AND ANNUAL MAINT	1,675.00
Total:					\$1,677.00

02 AUDITOR ELECTIONS SPECIAL

SUPPLIES

156496	44921	CAPITOL CITY PRESS INC	04/16/2024	APRIL REGULAR INSERTS (22K)	2,726.21
156495	44921	CAPITOL CITY PRESS INC	04/16/2024	APRIL SPECIAL REISSUE INSERTS (1K)	792.34
156497	44921	CAPITOL CITY PRESS INC	04/16/2024	UOCAVA INSERTS (2K)	736.53

MISCELLANEOUS

44511	44934	APEX MAILING SERVICES INC	04/16/2024	2024 APRIL UOCAVA EMAIL & NON INDICIA EN	248.17
44508	44934	APEX MAILING SERVICES INC	04/16/2024	2024 APRIL UOCAVA MAIL OATH & WINDOW C	282.64
44513	44934	APEX MAILING SERVICES INC	04/16/2024	APRIL ELECTION DATE SPRAY INDICIA ENV (585.00
Total:					\$5,370.89

02 AUDITOR ELECTIONS PRIMARY

SUPPLIES

156263	44921	CAPITOL CITY PRESS INC	04/16/2024	2024 AUG & NOV UOCAVA WINDOW ENV (15K	2,229.12
Total:					\$2,229.12

02 AUDITOR ELECTIONS GENERAL

SUPPLIES

156263	44921	CAPITOL CITY PRESS INC	04/16/2024	2024 AUG & NOV UOCAVA WINDOW ENV (15K	2,229.11
Total:					\$2,229.11

02 AUDITOR VOTER REG

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
02 AUDITOR VOTER REG					
MISCELLANEOUS					
156727	44996	CAPITOL CITY PRESS INC	04/19/2024	2024 FUNERAL HOME CANCELLATION CARD:	757.14
Total:					\$757.14
02 AUDITOR-FINANCIAL SVS					
MISCELLANEOUS					
INV2812846	44999	COPIERS NORTHWEST INC	04/19/2024	24MAR:CANON IRC7765I:USE	17.14
Total:					\$17.14
03 COUNTY MANAGER					
SMALL TOOLS & MINOR EQUIPMENT					
10742233995	1594664	DELL MARKETING LP	04/17/2024	REPLACEMENT LAPTOP POWER CORD:HERI	50.77
10739007462	1594664	DELL MARKETING LP	04/17/2024	USB-C HUB MONITOR:LEONARD HERNANDE:	391.45
Total:					\$442.22
03 COMMISSIONERS ADMIN					
PROFESSIONAL SERVICES					
228786-0	45000	GORDON PRODUCTS INC	04/19/2024	LABOR TO RECONFIGURE DESK:CLOUSE	533.81
Total:					\$533.81
05 CLERK FAMILY JUVENILE COURT					
SUPPLIES					
21300843 040324	44981	DS SERVICES OF AMERICA INC	04/17/2024	BOTTLE WATER	9.32
OPERATING LEASES/RENTALS					
INV202708	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 CHANDLER	328.62
REPAIRS & MAINTENANCE					
INV202705	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3723	370.12
INV202704	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3724	225.45
MISCELLANEOUS					
INV202705	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3723	5.00
INV202704	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3724	5.00
CAP LEASES/INSTALL PURCHASES					
INV202705	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3723	225.60
INV202704	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3724	227.16
INTEREST-LONG TERM EXT DEBT					
INV202705	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3723	31.35

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 0010 GENERAL FUND

05 CLERK FAMILY JUVENILE COURT

INTEREST-LONG TERM EXT DEBT

INV202704	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3724	29.79
Total:					\$1,457.41

05 CLERK MAIN COURT

PROFESSIONAL SERVICES

1334545-20240331	1594522	LEXISNEXIS RISK DATA MANAGEMENT INC	04/15/2024	ONLINE SUBSCRIPTION	216.20
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REPAIRS & MAINTENANCE

INV202707	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA 3725	172.46
INV202706	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3726	57.13
75602	1594530	TIME EQUIPMENT COMPANY	04/15/2024	MECHANICAL REPAIR	1,121.06

MISCELLANEOUS

INV202707	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA 3725	5.00
INV202706	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3726	5.00

CAP LEASES/INSTALL PURCHASES

INV202707	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA 3725	227.16
INV202706	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3726	192.56

INTEREST-LONG TERM EXT DEBT

INV202707	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA 3725	29.79
INV202706	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 40 FA3726	64.39
Total:					\$2,090.75

06 SC FAMILY JUVENILE COURT

SMALL TOOLS & MINOR EQUIPMENT

226672-0-A	44924	GORDON PRODUCTS INC	04/16/2024	TABLE BASE REPAIR	191.63
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PROFESSIONAL SERVICES

040224A	44959	YI YI JOHNSON	04/16/2024	MANDARIN 23-2-30229-34	200.00
040324P	44959	YI YI JOHNSON	04/16/2024	MANDARIN 23-2-31026-34	200.00

PROF SVS-LEGAL FEES

6148	44937	LAW OFFICE OF VIRGINIA A CLIFFORD PLLC	04/16/2024	PARENT ATTY SVCS 22-4-00911-34	1,056.00
Total:					\$1,647.63

08 JC JUVENILE MEDICAL

PROFESSIONAL SERVICES

150453-031324	44932	NW PEDIATRIC CENTER INC PS	04/16/2024	MEDICAL SVCS FOR JUVENILE IN CUSTODY	150.00
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Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
Total:					\$150.00
09 PA ADMIN					
SUPPLIES-OFFICE					
226672-0	44924	GORDON PRODUCTS INC	04/16/2024	OFFICE SUPPLIES: TABLE REPAIR SPLIT W/S	191.62
Total:					\$191.62
09 CIVIL-OPS					
SUPPLIES-LEGAL REF MATERIALS					
850032353	44931	WEST PUBLISHING CORPORATION	04/16/2024	LEGAL REFERENCE: 04/01/24-04/30/24	2,574.02
Total:					\$2,574.02
10 SHERIFF INVESTIGATION					
SUPPLIES					
INV203282	44995	CAPITAL BUSINESS MACHINES	04/19/2024	SUPP: REPLACEMENT PAPER ROLL FOR SSE	43.35
SUPPLIES-UNIFORMS/CLOTHING					
027511717	44978	GALLS-AN ARAMARK CO	04/17/2024	SUPP: BOOTS: HOOVER	236.95
OPERATING LEASES/RENTALS					
108188158	45011	RICOH	04/19/2024	PMT-13//24MAY:7893:SATELLITE:RENT	57.43
REPAIRS & MAINTENANCE					
5069217283	44943	RICOH	04/16/2024	03/01-03/31/23:7893:SATELLITE:USAGE	5.50
5069217378	44943	RICOH	04/16/2024	24MAR:7178:EVDN:USE	46.91
5069217419	44943	RICOH	04/16/2024	24MAR:F5875:2815:DET:USE	62.75
MISCELLANEOUS					
108188151	45011	RICOH	04/19/2024	PMT-13 F5875//24APR:2815:DET:RENT	1.11
CAP LEASES/INSTALL PURCHASES					
108188151	45011	RICOH	04/19/2024	PMT-13 F5875//24APR:2815:DET:RENT	385.91
INTEREST-LONG TERM EXT DEBT					
108188151	45011	RICOH	04/19/2024	PMT-13 F5875//24APR:2815:DET:RENT	20.75
Total:					\$860.66
10 SHERIFF PATROL					
SUPPLIES-UNIFORMS/CLOTHING					
027488367	44935	GALLS-AN ARAMARK CO	04/16/2024	SUPP: DUTY BOOTS JONES	164.11
027552066	44935	GALLS-AN ARAMARK CO	04/16/2024	SUPP: DUTY BOOTS: NAULT	200.70
027513846	44935	GALLS-AN ARAMARK CO	04/16/2024	SUPP: DUTY BOOTS: SGT. KLENE, DEPUTY C	448.78
027513167	44935	GALLS-AN ARAMARK CO	04/16/2024	SUPPI UNIFORM PANTS (CLEMENSEN AND C	87.87

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
10 SHERIFF PATROL					
SUPPLIES-UNIFORMS/CLOTHING					
INV809373	45002	LN CURTIS & SONS	04/19/2024	SUPP:UNIF:PANTS:CLEMENSEN,J	250.12
INV810370	45002	LN CURTIS & SONS	04/19/2024	SUPP:UNIF:SHIRT, BUTTONS, PANTS:DEHAN	582.57
INV810297	45002	LN CURTIS & SONS	04/19/2024	SUPP:UNIF:SHIRT, PANTS:CROWELL,B	364.14
SMALL TOOLS & MINOR EQUIPMENT					
INV2046	1594552	WRAP TECHNOLOGIES INC	04/15/2024	SUPP: BOLAWRAP CARTRIDGES	1,671.31
PROFESSIONAL SERVICES					
71464	1594666	SUMMIT TOWING INC	04/17/2024	VTOW:24-001638	180.68
20241	1594666	SUMMIT TOWING INC	04/17/2024	VTOW:24-001638	215.72
OPERATING LEASES/RENTALS					
108188162	45011	RICOH	04/19/2024	PMT-9 //"24APR:4509:RCHSTR:RENT	56.64
REPAIRS & MAINTENANCE					
5069216301	44943	RICOH	04/16/2024	24MAR:5336:FOB:USE	134.36
Total:					\$4,357.00
10 SHERIFF TRAFFIC UNIT					
PROFESSIONAL SERVICES					
13761	44946	TRANSCRIPTION OUTSOURCING LLC	04/16/2024	24MAR:DET:TRANSCRIPTION SERVICE	4,679.47
Total:					\$4,679.47
10 SHERIFF STAFF SERVICES					
SUPPLIES					
228011	1594673	29 ELEVEN INC	04/17/2024	ENGRAVED NAME PLATES: CHRIS KEE, LINA	23.06
360104846001	1594550	ODP BUSINESS SOLUTIONS LLC	04/15/2024	SUPP: OFC: GLUE STICK, ENV, PEN, MANILA	347.41
REPAIRS & MAINTENANCE					
5069216809	44943	RICOH	04/16/2024	24MAR:F5874:2814:FRONT DESK:USE	84.70
MISCELLANEOUS					
108188149	45011	RICOH	04/19/2024	PMT-13 F5874//"24APR:2814:FRONT OFFICE:R	1.11
CAP LEASES/INSTALL PURCHASES					
108188149	45011	RICOH	04/19/2024	PMT-13 F5874//"24APR:2814:FRONT OFFICE:R	385.91
INTEREST-LONG TERM EXT DEBT					
108188149	45011	RICOH	04/19/2024	PMT-13 F5874//"24APR:2814:FRONT OFFICE:R	20.76
Total:					\$862.95

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
11 CORR INMATE MEDICAL					
SUPPLIES-MEDICAL					
INV2000205069	45015	ELIOR INC	04/19/2024	INDIGENT I/M COMMISSARY, 4/02, 4/05	117.02
21942208	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: CONTACT LENS CASE	26.40
21942696	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: DRESSING	40.23
21942022	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: IBUPROFEN	43.64
21942695	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: SALINE, SELENIUM SULFIDE SHAMPO	58.38
21943588	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: SEL SULF SHAMP, DRUG TST KITS: T-I	149.51
21966763	45017	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/19/2024	SUPP: SPONGE, BANDAGE, WASH BASIN, HA	312.69
21942694	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: STREP TEST KIT, UNNA BOOT	51.52
21967155	45017	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/19/2024	SUPP: TAPE, SYRINGE	128.86
21941816	44951	MCKESSON MEDICAL-SURGICAL GOVT SOLL	04/16/2024	SUPP: TEST KIT DRUG 12 PANEL THC/CO	108.94
PROF SVS-LABORATORY					
21667375	44945	INTERPATH LABORATORY INC	04/16/2024	MARCH 2024: I/M LAB	403.47
44275637	44942	NEW SCHRYVER LLC	04/16/2024	MARCH 2024: I/M RADIOLOGY: TRIP CHARGE	1,160.00
44275638	44942	NEW SCHRYVER LLC	04/16/2024	MARCH 2024: I/M ULTRASOUND: TRIP CHARG	425.00
REPAIRS & MAINTENANCE					
5069218344	44943	RICOH	04/16/2024	03/01-03/31/24:8489:F5862:MDCL:USAGE	24.63
MISCELLANEOUS					
108188156	45011	RICOH	04/19/2024	PMT-16//24MAY:8489:F5862:MDCL:RENT	0.31
CAP LEASES/INSTALL PURCHASES					
108188156	45011	RICOH	04/19/2024	PMT-16//24MAY:8489:F5862:MDCL:RENT	152.55
INTEREST-LONG TERM EXT DEBT					
108188156	45011	RICOH	04/19/2024	PMT-16//24MAY:8489:F5862:MDCL:RENT	15.71
Total:					\$3,218.86
11 CORR OPERATIONS					
SUPPLIES					
027575103	44935	GALLS-AN ARAMARK CO	04/16/2024	SUPP: INDIV PATROL OFFICER KIT: RANGE T	101.92
027233941	44935	GALLS-AN ARAMARK CO	04/16/2024	SUPP: QUICK RESPONSE KIT FOR RANGE TF	121.88
005944785	1594523	RICHARDSON BOTTLING CO	04/15/2024	24APR:SATELLITE:WATER COOLER RENTAL/I	14.36
SUPPLIES-UNIFORMS/CLOTHING					
228023	1594673	29 ELEVEN INC	04/17/2024	SUPP: NAME TAG - SHAFFER	17.02
INV810054	45002	LN CURTIS & SONS	04/19/2024	SUPP:ACADEMY:UNIF:PANTS:KEYS,JARED	192.16
INV811408	45002	LN CURTIS & SONS	04/19/2024	SUPP:ACADEMY:UNIF:SHIRT, EMBLEM:KEYS	97.61

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Fund Number: 0010 GENERAL FUND					
11 CORR OPERATIONS					
SUPPLIES-CHEMICALS-JANITORIAL					
220892A	44960	WALTER E NELSON CO OF CENTRAL WA	04/16/2024	SUPP:JANI: CAN LNR, SANITZR CLEANER, RC	2,146.17
220892B	45023	WALTER E NELSON CO OF CENTRAL WA	04/19/2024	SUPP:JANI: LIQUID ENZYME & DIGESTANT TF	64.94
SUPPLIES-HYGIENE					
220889A	44960	WALTER E NELSON CO OF CENTRAL WA	04/16/2024	SUPP:HYG: LQD LAUNDRY SOAP, FOAM HAN	1,416.12
OPERATING LEASES/RENTALS					
005944785	1594523	RICHARDSON BOTTLING CO	04/15/2024	24APR:SATELLITE:WATER COOLER RENTAL/I	8.79
108188160	45011	RICOH	04/19/2024	PMT-12/"24APR:7540:JAIL PROG:RENT	57.37
REPAIRS & MAINTENANCE					
5069216908	44943	RICOH	04/16/2024	03/01-03/31/24:7540:JAIL PROG:USAGE	10.22
5069217483	44943	RICOH	04/16/2024	24MAR:9753:JAIL RCPT:USE	124.41
5069218817	44943	RICOH	04/16/2024	24MAR:F5861:JAIL INTAKE:USE	141.02
MISCELLANEOUS					
227667	1594546	29 ELEVEN INC	04/15/2024	SUPP: PLAQUE: HAYNES	9.31
108188147	45011	RICOH	04/19/2024	PMT-17 F5861/"24MAY:8414:JAIL INTAKE:REN	0.47
CAP LEASES/INSTALL PURCHASES					
108188147	45011	RICOH	04/19/2024	PMT-17 F5861/"24MAY:8414:JAIL INTAKE:REN	235.07
INTEREST-LONG TERM EXT DEBT					
108188147	45011	RICOH	04/19/2024	PMT-17 F5861/"24MAY:8414:JAIL INTAKE:REN	23.03
Total:					\$4,781.87
11 CORR KITCHEN					
SUPPLIES					
3037500193	45022	TRINITY SERVICES GROUP INC	04/19/2024	041524:CLEANING SUPP, PAPER	374.52
SUPPLIES-CHEMICALS-JANITORIAL					
220890A	44960	WALTER E NELSON CO OF CENTRAL WA	04/16/2024	SUPP:KITCHN: CAN LNR, FOAM HAND CLNR,	291.97
220890B	45023	WALTER E NELSON CO OF CENTRAL WA	04/19/2024	SUPP:KITCHN: JOY DISHWASH LQD	88.42
PROFESSIONAL SERVICES					
3037500189	45022	TRINITY SERVICES GROUP INC	04/19/2024	040524-041124: I/M MEALS	14,424.75
Total:					\$15,179.66
12 CORONER OPERATIONS					
OPERATING LEASES/RENTALS					
36253357	1594667	KELLEY CREATE CO	04/17/2024	24APR:LEXMARK C4150/M3250:RENT	105.31

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Fund Number: 0010 GENERAL FUND					
12 CORONER OPERATIONS					
OPERATING LEASES/RENTALS					
36306209	1594667	KELLEY CREATE CO	04/17/2024	24APR:SHARP F3107/MX3550:RENT	189.67
Total:					\$294.98
12 DEATH INVESTIGATIONS					
SUPPLIES					
INV116106	44928	SOUTHLAND MEDICAL LLC	04/16/2024	DEATH INVESTIGATION SUPPLIES	2,292.26
Total:					\$2,292.26
12 AUTOPSY REIMBURSEMENT					
PROFESSIONAL SERVICES					
24-0765-04	44952	MEGAN E QUINN	04/16/2024	AUTOPSY:BELENSKI	2,100.00
24-0686-03	44952	MEGAN E QUINN	04/16/2024	AUTOPSY:RICHARDS	2,100.00
24-0723-04	44952	MEGAN E QUINN	04/16/2024	AUTOPSY:SABELLA	2,100.00
24-0748-04	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:ESLICK	1,200.00
24-0700-04	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:HO	1,200.00
24-0704-04	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:HUDEPOHL	1,200.00
24-0705-04	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:LUCERO	1,200.00
24-0698-04	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:NELSON	1,200.00
24-0694-03	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:SATHER	1,200.00
24-0677-03	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:WILSON	1,200.00
24-0734-04	44952	MEGAN E QUINN	04/16/2024	EXTERNAL EXAM:WRIGHT	1,200.00
Total:					\$15,900.00
22 CIVIL SERVICE ADMIN SHERIFF					
PROF SVS-TESTING					
2024-390	44927	PUBLIC SAFETY TESTING INC	04/16/2024	24Q1:SUB:TESTING FEES:DEPUTY/CORRECT	1,225.00
Total:					\$1,225.00
22 HUMAN RESOURCES					
OPERATING LEASES/RENTALS					
INV203474	44972	CAPITAL BUSINESS MACHINES	04/17/2024	24APR:F3606:SHARP MX6070N:11618:RENT/2	205.10
MISCELLANEOUS					
INV203474	44972	CAPITAL BUSINESS MACHINES	04/17/2024	24APR:F3606:SHARP MX6070N:11618:RENT/2	32.99
Total:					\$238.09
22 HR TRAINING PROGRAM					

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Fund Number: 0010 GENERAL FUND					
22 HR TRAINING PROGRAM					
OPERATING LEASES/RENTALS					
INV203474	44972	CAPITAL BUSINESS MACHINES	04/17/2024	24APR:F3606:SHARP MX6070N:11618:RENT/2:	87.90
MISCELLANEOUS					
INV203474	44972	CAPITAL BUSINESS MACHINES	04/17/2024	24APR:F3606:SHARP MX6070N:11618:RENT/2:	14.14
Total:					\$102.04
22 HR BOARD OF EQUALIZATION					
OPERATING LEASES/RENTALS					
INV203475	44972	CAPITAL BUSINESS MACHINES	04/17/2024	24APR:SHARP MX5141N:10137:RENT/24MAR:	150.73
MISCELLANEOUS					
INV203475	44972	CAPITAL BUSINESS MACHINES	04/17/2024	24APR:SHARP MX5141N:10137:RENT/24MAR:	79.21
Total:					\$229.94
23 NON DEPT COMMUNITY ENTITIES					
PROFESSIONAL SERVICES					
18182	1594659	CITY OF LACEY	04/17/2024	CLIMATE MITITGATION COLLABORATION:202	8,500.00
Total:					\$8,500.00
23 NON DEPT ASSOCIATION DUES					
MISCELLANEOUS					
24-Q2-027	45007	WA ASSOC OF COUNTY OFFICIALS	04/19/2024	24Q2:ASSESSMENT	11,178.75
Total:					\$11,178.75
23 NON DEPT COUNTY PROJECTS					
PROF SVS-LEGAL FEES					
531	44963	WILSON WILLIAMS LLP	04/16/2024	24FEB:LEGAL SERVICES:ZIPLY & STARLINK	520.50
Total:					\$520.50
23 NON DEPT BOUNDRY REVIEW					
PROFESSIONAL SERVICES					
BRB-2024-03	45008	THURSTON REGIONAL PLANNING COUNCIL	04/19/2024	24MAR:BOUNDARY REVIEW BOARD	91.51
Total:					\$91.51
23 NON DEPT ANIMAL CONTROL					
PROFESSIONAL SERVICES					
18190	1594659	CITY OF LACEY	04/17/2024	24APR:ANIMAL SERVICES	78,563.17
Total:					\$78,563.17

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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 0010 GENERAL FUND					
23 NON DEPT ASSESSMENT					
PROFESSIONAL SERVICES					
24Q2-ASSESSMENT	45008	THURSTON REGIONAL PLANNING COUNCIL	04/19/2024	24Q2 ASSESSMENT	50,482.50
Total:					\$50,482.50
STATE AUDIT					
PROFESSIONAL SERVICES					
L160473	45009	OFFICE OF STATE AUDITOR	04/19/2024	03/24 ACCOUNTABILITY AUDIT	2,990.65
Total:					\$2,990.65
24 TCPD ADMIN COSTS RESTRICTED					
SMALL TOOLS & MINOR EQUIPMENT					
670721	44975	TRI-TEC COMMUNICATIONS INC	04/17/2024	MITEL IP PHONE IP480G	759.48
Total:					\$759.48
24 TCPD SC PROF SVS					
PROFESSIONAL SERVICES					
22-1-00937-34-2	44983	ALEXANDER LEO PATTERSON	04/17/2024	22-1-00937-34 CUNNINGHAM	2,375.00
AZWA14136-2024	1594527	AURORA SHACKELL	04/15/2024	23-1-01252-34 JOHANNES	97.65
09-1-00301-1-1	1594536	CHERI L DAVIDSON	04/15/2024	09-1-00301-1 HARRIS	75.00
H-19900_REVISED	1594537	WASHINGTON STATE DEPARTMENT OF CORF	04/15/2024	01-1-01585-4 RUDOLPH	719.44
Total:					\$3,267.09
24 TCPD SC PANEL ATTNYS					
PROFESSIONAL SERVICES					
1980	44971	LEA A SANDERS	04/17/2024	23-1-01458-34 GAINES	334.08
PROF SVS-FIXED PRICE CONTRACT					
24-1-00205-34	1594534	KARL A HACK ATTORNEY AT LAW PLLC	04/15/2024	24-1-00205-34 LAGUARDIA	1,000.00
24-1-00237-34	1594534	KARL A HACK ATTORNEY AT LAW PLLC	04/15/2024	24-1-00237-34 HARMON	1,000.00
Total:					\$2,334.08
24 TCPD JUVI CRIMINAL CONFLCTS					
PROF SVS-LEGAL FEES					
1993	1594519	CHARLES W LANE IV	04/15/2024	23-8-00352-34 PORTER	378.00
Total:					\$378.00
24 TCPD DIST CRIMINAL PROF SVS					
PROFESSIONAL SERVICES					

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Fund Number: 0010 GENERAL FUND					
24 TCPD DIST CRIMINAL PROF SVS					
PROFESSIONAL SERVICES					
1A0052912-THC-1	1594535	ANITA E AHUMADA	04/15/2024	3A0522701-THC VENEGAS	140.00
23DV-1110-TCP-1	1594518	KATHRYN A BEEHLER	04/15/2024	23DV-1110-TCP BLANKENSHIP	199.95
Total:					\$339.95
24 TCPD DIST CRIMINL PANEL ATT					
PROF SVS-LEGAL FEES					
1753	1594541	LAW OFFICES OF SMITH & WHITE PLLC	04/15/2024	3A0693034-THC LURAS	350.00
Total:					\$350.00
24 TCPD CRIMINAL JUSTICE TRETM					
PROFESSIONAL SERVICES					
6504	1594548	CIMBERLEIGH MCLEAN	04/15/2024	20-1-01013-34 CHHENG	135.00
6508	1594548	CIMBERLEIGH MCLEAN	04/15/2024	21-1-00355-34 OLEACHEA	135.00
6507	1594548	CIMBERLEIGH MCLEAN	04/15/2024	21-1-00757-34 WILDER	135.00
6437	1594548	CIMBERLEIGH MCLEAN	04/15/2024	21-1-01095-34 GALLOWAY	350.00
6502	1594548	CIMBERLEIGH MCLEAN	04/15/2024	22-1-00729-34 CLARKE	135.00
6505	1594548	CIMBERLEIGH MCLEAN	04/15/2024	22-1-01019-34 WILSON	135.00
6503	1594548	CIMBERLEIGH MCLEAN	04/15/2024	23-1-00668-34 LOHMAN	180.00
6506	1594548	CIMBERLEIGH MCLEAN	04/15/2024	23-1-00739-34 ELLIS	180.00
6531	1594548	CIMBERLEIGH MCLEAN	04/15/2024	24-1-00108-34 SANDOVAL	200.00
6531	1594548	CIMBERLEIGH MCLEAN	04/15/2024	24-1-00108-34 SANDOVAL	350.00
4A0161028-WSP-1	1594542	FTF	04/15/2024	4A0161028-WSP GAYLES	300.00
22DV-0105-TCP-SUD	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	22DV-0105-TCP EMMETT	135.00
23-1-01131-34-SUD	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01131-34 SIMS	150.00
3A0636827-THC-SUD	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	3A0636827-THC HASSON	135.00
Total:					\$2,655.00
24 TCPD MENTAL HEALTH					
PROFESSIONAL SERVICES					
6531	1594548	CIMBERLEIGH MCLEAN	04/15/2024	24-1-00108-34 SANDOVAL	250.00
22-1-00249-34-2-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	22-1-00249-34 SIVERSON	225.00
22-1-01197-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	22-1-01197-34 STANLEY	225.00
23-1-00796-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-00796-34 KAHN	200.00
23-1-01127-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01127-34 DURRETTE	225.00
23-1-01131-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01131-34 SIMS	150.00
23-1-01230-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01230-34 MACK	225.00

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Fund Number: 0010 GENERAL FUND					
24 TCPD MENTAL HEALTH					
PROFESSIONAL SERVICES					
23-1-01302-34--MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01302-34 EVANS	225.00
23-1-01329-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01329-34 ANCTIL	200.00
23DV-1110-TCP-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23DV-1110-TCP BLANKENSHIP	175.00
24-1-00086-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	24-1-00086-34 KEMP	200.00
4A0201309-WSP-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	4A0201309-WSP MILLER	200.00
Total:					\$2,500.00
27 PLANNING & ENVIRONMENTAL					
PROF SVS-LEGAL FEES					
531	44963	WILSON WILLIAMS LLP	04/16/2024	24FEB:LEGAL SERVICES:ZIPLY & STARLINK	33.07
Total:					\$33.07
29 EMERGENCY MANAGEMENT					
SUPPLIES					
13590051 041024	44982	DS SERVICES OF AMERICA INC	04/17/2024	24APR:DRINKING WATER	103.16
MISCELLANEOUS					
INV203477	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-03:CN4100-01:70C36:24APR:RENT/24MA	3.90
INV203476	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-03:CN4101-01:70C55:24APR:RENT/24MA	134.97
94739	44950	REACH SPORTS MARKETING GROUP INC	04/16/2024	24'PLAYER LICENSE RENEWAL	259.92
CAP LEASES/INSTALL PURCHASES					
INV203477	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-03:CN4100-01:70C36:24APR:RENT/24MA	125.41
INV203476	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-03:CN4101-01:70C55:24APR:RENT/24MA	156.21
INTEREST-LONG TERM EXT DEBT					
INV203477	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-03:CN4100-01:70C36:24APR:RENT/24MA	113.51
INV203476	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-03:CN4101-01:70C55:24APR:RENT/24MA	141.41
Total:					\$1,038.49
34 PARKS M&O GF APPROPRIATION					
UTILITY SERVICES					
P42031-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	BURFOOT BOAT RAMP 03/24	74.91
Total:					\$74.91
36 LRP-BOCC SPECIAL PROJECTS					
PROFESSIONAL SERVICES					
1865251	1594539	MICHELE A BURTON	04/15/2024	PHOTOGRAPHY - VIOLET PRAIRIE	153.72

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Fund Number: 0010 GENERAL FUND					
Total:					\$153.72
37 PT PRETRIAL SERVICES					
SUPPLIES					
21721329 033024	44938	DS SERVICES OF AMERICA INC	04/16/2024	24APR:DRINKING WATER	40.25
OPERATING LEASES/RENTALS					
21721329 033024	44938	DS SERVICES OF AMERICA INC	04/16/2024	24APR:DRINKING WATER	10.94
REPAIRS & MAINTENANCE					
INV203473	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-59 F5701//24MAR:95080842:RENT/24FEB	23.72
MISCELLANEOUS					
INV203473	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-59 F5701//24MAR:95080842:RENT/24FEB	5.49
CAP LEASES/INSTALL PURCHASES					
INV203473	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-59 F5701//24MAR:95080842:RENT/24FEB	165.58
INTEREST-LONG TERM EXT DEBT					
INV203473	44920	CAPITAL BUSINESS MACHINES	04/16/2024	PMT-59 F5701//24MAR:95080842:RENT/24FEB	1.88
Total:					\$247.86
Fund 0010 Total:					\$242,979.37
Fund Number: 1140 EMERGENCY MANAGEMENT COUNCIL					
29 EMERG MGMT COUNCIL- HSR3IMT					
SMALL TOOLS & MINOR EQUIPMENT					
3839	44953	PUBLIC SAFETY SOLUTIONS MO LLC	04/16/2024	ANTENNA	23.78
REPAIRS & MAINTENANCE					
INV203478	44920	CAPITAL BUSINESS MACHINES	04/16/2024	24MAR:SHARP MX-M565N:10442:IMAGES	5.42
Total:					\$29.20
Fund 1140 Total:					\$29.20
Fund Number: 1180 TREATMENT SALES TAX					
40 TREATMENT SALES TAX					
PROFESSIONAL SERVICES					
21A	44919	FAMILY SUPPORT CENTER OF SOUTH SOUNI	04/16/2024	MARCH 2024- HOUSING SUPPORT	5,707.53
Total:					\$5,707.53

Thurston County Washington
Accounts Payable Report

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Fund Number: 1180 TREATMENT SALES TAX

24 TCPD SPECIALTY COURT TST

PROFESSIONAL SERVICES

6475	1594548	CIMBERLEIGH MCLEAN	04/15/2024	23-1-00523-34 GALLOWAY	250.00
22-1-00394-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	22-1-00394-34 RAYBURN	225.00
22-1-00821-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	22-1-00821-34 BRYDEN	175.00
23-1-00727-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-00727-34 REEVES	225.00
23-1-01217-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01217-34 VERELLEN	200.00
23-1-01508-34-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-1-01508-34 BISHOP	225.00
23-M00162-TCP-MH	1594547	PINNACLE PEAK INSTITUTE II LLC	04/15/2024	23-M00162-TCP MCDONALD	200.00
Total:					\$1,500.00

40 PH MAT CHILD HEALTH TST

MISC-TRGN/CONF REGISTRATION

AR-US787-20240103	44976	REGENTS OF THE UNIVERSITY OF COLORAD	04/17/2024	JAN 2024- DANCE REGIST. LINDSEY S.	72.00
Total:					\$72.00

40 BHO-TREATMENT SVS

PROFESSIONAL SERVICES

QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	-7,415.10
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	-4,126.60
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	-1,290.83
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	10,679.28
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	12,181.21
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	14,300.00
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	14,526.60
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	16,314.57
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	27,500.00
QRT4	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	JAN 2024 TMBHASO	31,328.00
Total:					\$113,997.13
Fund 1180 Total:					\$121,276.66

Fund Number: 1190 ROADS & TRANSPORTATION

34 ROADS ADMIN

SMALL TOOLS & MINOR EQUIPMENT

670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	309.46
Total:					\$309.46

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1190 ROADS & TRANSPORTATION					
34 ROADS ENGINEERING SVS-ADMIN					
SMALL TOOLS & MINOR EQUIPMENT					
670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	1,031.52
Total:					\$1,031.52
34 ROADS TRAFFIC					
SMALL TOOLS & MINOR EQUIPMENT					
670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	928.37
UTILITY SERVICES					
R05718-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	103RD AVE & OLD MCKENNA 03/24	27.32
R02591-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	176TH AVE & APPLGATE 03/24	24.12
R86327-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	524 CHOKER CT 03/24	26.91
R94177-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	9335 MARTIN WY 03/24	37.57
R05270-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	BISCAY & SUNSET BEACH 03/24	24.12
R05957-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	INT OLD HWY 99 & SCATTER 03/24	54.64
R05031-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	JOSEPH & 183RD AVE 03/24	30.83
R93468-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	LEITNER & 183RD AVE 03/24	24.12
R01351-040424	1594524	PUGET SOUND ENERGY INC	04/15/2024	MULLEN & 46TH AVE 03/24	14.13
R93260-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	RANGER & 5TH AVE 03/24	144.72
R17209-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	RICH RD @ SPURGEON CRK 03/24	76.76
R49871-040124	1594524	PUGET SOUND ENERGY INC	04/15/2024	STLT INT 89TH AVE & RICH RD 03/24	20.55
Total:					\$1,434.16
34 ROADS OPS-BRIDGE					
PROFESSIONAL SERVICES					
1604989	44930	ROGNLINS INC	04/16/2024	I-5 BRIDGE LOG JAM REMOVAL	6,323.85
REPAIRS & MAINTENANCE					
77175-01	1594553	ACTIVE CONSTRUCTION INC	04/17/2024	BLACK LAKE BRIDGE REPAIR	59,645.00
Total:					\$65,968.85
34 ROADS EMERGENCY RESPONSE					
PROFESSIONAL SERVICES					
2024-24359	1594671	NARWHAL MET LLC	04/17/2024	WEATHER SVS 04/24	565.00
Total:					\$565.00
34 ROADS SURFACES					
SUPPLIES-ASPHALT					
263590	44947	LAKESIDE INDUSTRIES INC	04/16/2024	ASHPALT WA CLASS A	1,106.25

Thurston County Washington
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Fund Number: 1190 ROADS & TRANSPORTATION

34 ROADS SURFACES

SUPPLIES-ASPHALT

262754	44947	LAKESIDE INDUSTRIES INC	04/16/2024	WA CLASS A ASPHALT, TACK	1,206.43
Total:					\$2,312.68

34 ROADS VEGETATION

SUPPLIES

2024002202620	44956	CUSTOM TRUCK ONE SOURCE LP	04/16/2024	HOTSTICK REPAIR, SEAL KIT	24.63
Total:					\$543.51

REPAIRS & MAINTENANCE

2024002202620	44956	CUSTOM TRUCK ONE SOURCE LP	04/16/2024	HOTSTICK REPAIR, SEAL KIT	518.88
Total:					\$543.51

34 ROADS FACILITIES M&O

UTILITY SERVICES

R71557-040124	1594658	PUGET SOUND ENERGY INC	04/17/2024	9605 TILLEY RD 03/24	131.14
Total:					\$131.14

34 ROADS MAINT ADMIN

SMALL TOOLS & MINOR EQUIPMENT

670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	1,444.15
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MISCELLANEOUS

0069246-IN	45013	WESTERN PATHOLOGY CONSULTANTS INC	04/19/2024	DRUG/ALCOHOL RANDOM TESTING	147.90
S162626A	45013	WESTERN PATHOLOGY CONSULTANTS INC	04/19/2024	DRUG/ALCOHOL TESTING	130.00
Total:					\$1,722.05

34 ROADS SAFETY/TRAINING

SMALL TOOLS & MINOR EQUIPMENT

670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	515.76
Total:					\$515.76

Fund **1190** Total: **\$74,534.13**

Fund Number: 1200 VETERANS

40 VETERAN'S ASSISTANCE

MISC-RENT ASSISTANCE

021-DS-2024-2	1594544	ENSIGN II LLC	04/15/2024	PAST DUE RENT/MORTGAGE 021-DS-2024-2	2,935.00
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Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 1200 VETERANS					
40 VETERAN'S ASSISTANCE					
MISC-UTILITY ASSISTANCE					
021-DS-2024-1	1594525	PUGET SOUND ENERGY INC	04/15/2024	PAST DUE UTILITY BILL 021-DS-2024-1	195.96
Total:					\$3,130.96
Fund 1200 Total:					\$3,130.96
Fund Number: 1290 MEDIC ONE					
29 MEDIC 1 ADMIN M & O					
SUPPLIES					
13590051 041024	44982	DS SERVICES OF AMERICA INC	04/17/2024	24APR:DRINKING WATER	61.69
REPAIRS & MAINTENANCE					
INV202416	44920	CAPITAL BUSINESS MACHINES	04/16/2024	COPIER MAINT AGMT	82.63
Total:					\$144.32
29 MEDIC 1 ALS M&O					
REPAIRS & MAINTENANCE					
INV202416	44920	CAPITAL BUSINESS MACHINES	04/16/2024	COPIER MAINT AGMT	10.33
Total:					\$10.33
29 ALS SUPPORT SERVICES					
PROFESSIONAL SERVICES					
MARCH-24	44961	MYLES F MELTON	04/16/2024	MPD POCUS TRAINING	3,898.83
MARCH-24	44964	SCHLEMIEL SCHLIMAZEL HASENPFEFFER IN	04/16/2024	SWAT MD	1,250.00
Total:					\$5,148.83
29 MEDIC 1 BLST M & O					
REPAIRS & MAINTENANCE					
INV202416	44920	CAPITAL BUSINESS MACHINES	04/16/2024	COPIER MAINT AGMT	103.29
Total:					\$103.29
29 1 CPR PIE					
PROFESSIONAL SERVICES					
MARCH-2024-SAFEKIDS	44922	CHILD CARE ACTION COUNCIL	04/16/2024	SAFEKIDS CONTRACT PMT 03/24	3,333.42
REPAIRS & MAINTENANCE					
INV202416	44920	CAPITAL BUSINESS MACHINES	04/16/2024	COPIER MAINT AGMT	10.33

Thurston County Washington
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Fund Number: 1290 MEDIC ONE

Total: \$3,343.75

29 MEDIC 1 BLSS SUPPORT

SUPPLIES

9148224482	44944	AIRGAS USA LLC	04/16/2024	SETFA OXYGEN	10.89
9148314648	44944	AIRGAS USA LLC	04/16/2024	WTRFA OXYGEN 1-1	43.07

PROFESSIONAL SERVICES

3252024	44949	THEA SCHNASE	04/16/2024	OFD CARES COORD	2,233.33
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OPERATING LEASES/RENTALS

5507149355	44944	AIRGAS USA LLC	04/16/2024	FD12 OXYGEN CYLINDERS	2.97
5507149351	44944	AIRGAS USA LLC	04/16/2024	FD13 OXYGEN CYLINDERS	35.67
5507147656	44944	AIRGAS USA LLC	04/16/2024	FD17 OXYGEN CYLINDERS	23.78
5507149352	44944	AIRGAS USA LLC	04/16/2024	FD6 OXYGEN CYLINDERS	14.86
5507149354	44944	AIRGAS USA LLC	04/16/2024	FD8 OXYGEN CYLINDERS	5.95
5507149229	44944	AIRGAS USA LLC	04/16/2024	OFD OXYGEN CYLINDERS O-1	12.05
5507149228	44944	AIRGAS USA LLC	04/16/2024	OFD OXYGEN CYLINDERS O-3	12.05
5507147658	44944	AIRGAS USA LLC	04/16/2024	SETFA OXYGEN CYLINDERS	3.01
5507147658	44944	AIRGAS USA LLC	04/16/2024	SETFA OXYGEN CYLINDERS	21.04

Total: \$2,418.67

Fund **1290** Total: **\$11,169.19**

Fund Number: 1330 PARKS AND TRAILS

PARKS CAPITAL

PROFESSIONAL SERVICES

CP51110	44984	CURTIS LOCATING	04/17/2024	UTILITIES LOCATE	225.00
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Total: \$225.00

Fund **1330** Total: **\$225.00**

Fund Number: 1350 NOXIOUS WEED

34 NOXIOUS WEED

SMALL TOOLS & MINOR EQUIPMENT

670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	515.76
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Total: \$515.76

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund 1350 Total:					\$515.76

Fund Number: 1380 CONSERVATION FUTURES

03 PARKS MAINTENANCE & OPER

UTILITY SERVICES

P07702-032924	1594524	PUGET SOUND ENERGY INC	04/15/2024	KENNYDELL LODGE 03/24	85.75
Total:					\$85.75
Fund 1380 Total:					\$85.75

Fund Number: 1400 HOUSING & COMMUNITY RENEWAL

41 ADMINISTRATION

SUPPLIES

355299141001	1594549	ODP BUSINESS SOLUTIONS LLC	04/15/2024	MAR 24 ODP DIVIDERS	42.64
Total:					\$42.64

41 COVID-19 RESPONSE PHHS OHHP

PROFESSIONAL SERVICES

2325CHGROWLIHI224	44941	LOW INCOME HOUSING INSTITUTE	04/16/2024	LIHI 2325CHGROWLIHI224	175,000.49
Total:					\$175,000.49

41 HCR END HOMELESSNESS 60%

PROFESSIONAL SERVICES

23242163LIHICM224	44941	LOW INCOME HOUSING INSTITUTE	04/16/2024	LIHI 23242163LIHICM224	14,816.22
Total:					\$14,816.22

41 CDBG ENTITLEMENT

PROFESSIONAL SERVICES

22CDBGTENINOPOOL32	1594532	CITY OF TENINO	04/15/2024	COT 22CDBGTENINOPOOL324	32,670.00
23CDBGPSCAC324	44974	COMMUNITY ACTION COUNCIL OF LM&T COL	04/17/2024	CAC- 23.CDBG.PS.CAC.03.24	8,014.12
21CDBGHARHFTUMARH	44979	HOMES FIRST	04/17/2024	HF- 21.CDBG.HAR.HF.TUMARH.03.24	5,534.10
Total:					\$46,218.22
Fund 1400 Total:					\$236,077.57

Fund Number: 1450 PRISONER'S CONCESSIONS

11 CORR COMMISSARY

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1450 PRISONER'S CONCESSIONS

11 CORR COMMISSARY

SUPPLIES

INV2000205069	45015	ELIOR INC	04/19/2024	INDIGENT I/M COMMISSARY, 4/02, 4/05	113.71
Total:					\$113.71
Fund 1450 Total:					\$113.71

Fund Number: 1470 INTERLOCAL DRUG ENFORCEMENT

INTERLOCAL DRUG ENFORCEMENT

PREPAYMENTS-CURRENT

Q918343	1594538	SPECIAL SERVICES GROUP LLC	04/15/2024	2024:TNT:COVERT TRACK SVC:1 DEVICE:HID	354.60
Total:					\$354.60

10 INTERLOCAL DRUG ENFRCMENGT

SUPPLIES

Q918476	1594538	SPECIAL SERVICES GROUP LLC	04/15/2024	SUPP: REPLACEMENT BOARD FOR STEALTH	672.53
18132	1594669	SPECIAL SERVICES GROUP LLC	04/17/2024	SUPP: REPLACEMENT BOARD FOR STEALTH	672.53

MISCELLANEOUS

82330104	44997	DE LAGE LANDEN FINANCIAL SERVICES INC	04/19/2024	PMT-22 F0005//24MAY:8648:TNT:RENT:HIDTA	14.31
Q918343	1594538	SPECIAL SERVICES GROUP LLC	04/15/2024	2024:TNT:COVERT TRACK SVC:1 DEVICE:HID	354.60

CAP LEASES/INSTALL PURCHASES

82330104	44997	DE LAGE LANDEN FINANCIAL SERVICES INC	04/19/2024	PMT-22 F0005//24MAY:8648:TNT:RENT:HIDTA	195.93
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INTEREST-LONG TERM EXT DEBT

82330104	44997	DE LAGE LANDEN FINANCIAL SERVICES INC	04/19/2024	PMT-22 F0005//24MAY:8648:TNT:RENT:HIDTA	35.12
Total:					\$1,945.02
Fund 1470 Total:					\$2,299.62

Fund Number: 1490 PH & SS-TECHNOLOGY

40 PH TECHNOLOGY REPLACEMENT

SMALL TOOLS & MINOR EQUIPMENT

10738666446	1594533	DELL MARKETING LP	04/15/2024	OPTIPLEX SFF (210-BFXE)	35,434.64
Total:					\$35,434.64

Thurston County Washington
Accounts Payable Report

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Fund 1490 Total:					\$35,434.64

Fund Number: 1500 PUBLIC HEALTH & SOCIAL SERVICES

40 ADMIN-PUBLIC HEALTH ADMIN

REPAIRS & MAINTENANCE

2926	1594543	3D SYSTEMS LLC	04/15/2024	APRIL 2024- CUBICAL REPAIR	333.72
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MISCELLANEOUS

INV202726	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 15 F1532 - COPIER LEASE	448.33
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CAP LEASES/INSTALL PURCHASES

INV202726	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 15 F1532 - COPIER LEASE	175.02
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INTEREST-LONG TERM EXT DEBT

INV202726	44972	CAPITAL BUSINESS MACHINES	04/17/2024	PMT 15 F1532 - COPIER LEASE	74.12
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Total:	\$1,031.19
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40 PH MATERNAL CHILD HEALTH

MISC-TRGN/CONF REGISTRATION

AR-US822-20230131A	45010	REGENTS OF THE UNIVERSITY OF COLORAD	04/19/2024	JAN 2024- DANCE REGISTR. SANDY R	70.00
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AR-US787-20240313	44933	REGENTS OF THE UNIVERSITY OF COLORAD	04/16/2024	MARCH 2024 DANCE REGISTR. SHEILA W	72.00
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MISC - SUBSCRIPTION

937605	45018	ADVANCEDMD	04/19/2024	APRIL 2024- QUARTERLY SUBSCRIPTION FEE	1,213.81
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937605	45018	ADVANCEDMD	04/19/2024	APRIL 2024- QUARTERLY SUBSCRIPTION FEE	3,641.41
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Total:	\$4,997.22
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40 PH CHRONIC DISEASE PREVENT

MISCELLANEOUS

2023-341A	1594520	THURSTON COUNTY CHAMBER FOUNDATION	04/15/2024	JULY - DEC 2023 THURSTON THRIVES SERVI	20,000.00
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Total:	\$20,000.00
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41 SUBSTANCE USE DISORD SVS

PROFESSIONAL SERVICES

INV-102124	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	APRIL 2024- ASO RECOVERY SUPPORT	2,199.44
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INV-102124	1594545	THURSTON MASON BEHAVIORAL HEALTH OF	04/15/2024	APRIL 2024- ASO RECOVERY SUPPORT	2,668.64
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Total:	\$4,868.08
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41 SS MCDD COMMUNITY INFORMATI

PROFESSIONAL SERVICES

03-2024	1594526	PARENT TO PARENT SUPPORT PROGRAM OF	04/15/2024	MARCH 2024- PARENT AND FAMILY SUPPORT	3,750.00
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1176	44980	PEOPLE FIRST OF WASHINGTON	04/17/2024	MARCH 2024 PEOPLE FIRST	500.00
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Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 1500 PUBLIC HEALTH & SOCIAL SERVICES

41 SS MCDD COMMUNITY INFORMATI

Total: \$4,250.00

41 SS MCDD OTHER ACTIVITIES

PROFESSIONAL SERVICES

24.03 CCAP	44977	COASTAL COMMUNITY ACTION PROGRAM	04/17/2024	MARCH 2024- TRANSPORTATION	1,254.16
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Total: \$1,254.16

41 SS TCDD COMMUNITY INFORMATI

PROFESSIONAL SERVICES

03-2024	1594521	KOKUA	04/15/2024	MARCH 2024- SERVICES	1,250.00
03-2024	1594521	KOKUA	04/15/2024	MARCH 2024- SERVICES	1,250.00
03-2024	1594526	PARENT TO PARENT SUPPORT PROGRAM OF	04/15/2024	MARCH 2024- PARENT AND FAMILY SUPPORT	6,041.66
1176	44980	PEOPLE FIRST OF WASHINGTON	04/17/2024	MARCH 2024 PEOPLE FIRST	750.00

Total: \$9,291.66

41 SS TCDD OTHER ACTIVITIES

PROFESSIONAL SERVICES

24.03 CCAP	44977	COASTAL COMMUNITY ACTION PROGRAM	04/17/2024	MARCH 2024- TRANSPORTATION	10,462.20
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Total: \$10,462.20

41 PARTNERSHIP PROJ-THURSTON

PROFESSIONAL SERVICES

03-2024B	44973	CENTERFORCE	04/17/2024	MARCH 2024 JOB PLACEMENT HOURS	2,950.00
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Total: \$2,950.00

Fund **1500** Total: \$59,104.51

Fund Number: 1620 PEG-PUBLIC, EDUC & GOVTL ACCES

23 PEG RESTRICTED

SMALL TOOLS & MINOR EQUIPMENT

15765	1594665	DESCO ELECTRONICS CORP	04/17/2024	NETWORK SWITCH BOCC BOARDROOM	1,038.06
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PROFESSIONAL SERVICES

15765	1594665	DESCO ELECTRONICS CORP	04/17/2024	NETWORK SWITCH BOCC BOARDROOM	129.91
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Total: \$1,167.97

Thurston County Washington
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Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund 1620 Total:					\$1,167.97

Fund Number: 1940 COVID LOCAL FISCAL RECOVERY

03 COVID FUNDING

OTHER IMPROVEMENTS

1255378	45016	WOOD HARBINGER INC	04/19/2024	ARPA SUBRECIPIENT AWARD:TCCF VIDEO B	1,764.60
Total:					\$1,764.60

03 ARP COVID FIN ASSISTANCE

MISCELLANEOUS

ARPA-CHILD-041524	44998	THURSTON COUNTY ECONOMIC DEVELOPM	04/19/2024	ARPA SUBRECIPIENT AWARD:CHILDCARE	250,000.00
Total:					\$250,000.00
Fund 1940 Total:					\$251,764.60

Fund Number: 4030 SOLID WASTE

34 SW ADMIN

SMALL TOOLS & MINOR EQUIPMENT

670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	1,057.31
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PROFESSIONAL SERVICES

2882796	44954	FOSTER GARVEY PC	04/16/2024	CONSULTATION FOR SW 04/24	4,952.00
Total:					\$6,009.31
Fund 4030 Total:					\$6,009.31

Fund Number: 4040 SOLID WASTE RESERVE FOR CLOSURE

34 POST CLOSURE STORM WATER

UTILITY SVS-ELECTRIC

S20977-040224	1594524	PUGET SOUND ENERGY INC	04/15/2024	TRANSITION STW PUMP 03/24	182.44
Total:					\$182.44

34 POST CLOSURE GROUND WATER

PROFESSIONAL SERVICES

57675	44936	LANDAU ASSOCIATES INC	04/16/2024	A01-LANDFILL GROUNDWATER RENEWAL	10,400.00
Total:					\$10,400.00

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund 4040 Total:					\$10,582.44

Fund Number: 4060 STORM & SURFACE WATER UTILITY

34 SSWU ADMINISTRATION

SMALL TOOLS & MINOR EQUIPMENT

670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	180.52
Total:					\$180.52

27 WR WATER PLANNING

SUPPLIES

1865247	1594529	CITY OF OLYMPIA	04/15/2024	1Q ILA - CITY OF OLYMPIA	17.79
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PROFESSIONAL SERVICES

1865247	1594529	CITY OF OLYMPIA	04/15/2024	1Q ILA - CITY OF OLYMPIA	2,099.07
Total:					\$2,116.86
Fund 4060 Total:					\$2,297.38

Fund Number: 4124 LAND USE & PERMITTING

27 PLANNING & ENVIRNMN

PROF SVS-LEGAL FEES

531	44963	WILSON WILLIAMS LLP	04/16/2024	24FEB:LEGAL SERVICES:ZIPLY & STARLINK	61.43
Total:					\$61.43
Fund 4124 Total:					\$61.43

Fund Number: 4520 ENVIRONMENTAL HEALTH

40 PH FOOD

PROFESSIONAL SERVICES

1307	44939	OFFICES OF SHARON RICE HEARING EXAMIN	04/16/2024	MAR 24 OFFICES OF SHARON RICE QUINNS	260.00
Total:					\$260.00

40 PH ENVIRONMENTAL WATER QUAL

COMMUNICATIONS

8-334-48683	1594528	FEDERAL EXPRESS CORPORATION	04/15/2024	DEC 23 FEDERAL EXPRESS SHIPPING SERVI	11.09
Total:					\$11.09

40 LABORATORY

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 4520 ENVIRONMENTAL HEALTH					
40 LABORATORY					
SUPPLIES					
3147975158	1594540	IDEXX DISTRIBUTION INC	04/15/2024	MAR 24 IDEXX GAMMA IRAD COLILERT 200 P.	5,205.06
8815489823	1594531	VWR INTERNATIONAL LLC	04/15/2024	MAR 24 VWR AVANTOR REPLACEMENT WICK	8.90
8815477493	1594531	VWR INTERNATIONAL LLC	04/15/2024	MAR 24 VWR AVANTOR WASH BOTTLE ISOPF	16.48
PROFESSIONAL SERVICES					
V240307-4	1594551	OLYMPIC ANALYTICAL LLC	04/15/2024	MAR 24 VANGUARD LAB TOTAL ORGANIC CA	66.42
OTHER IMPROVEMENTS					
1255224	44948	WOOD HARBINGER INC	04/16/2024	FEB 24 WOOD HARBINGER 1/31/24 AMENDMI	5,743.75
Total:					\$11,040.61
Fund 4520 Total:					\$11,311.70
Fund Number: 4600 SEWER UTILITY M&O					
ADMINISTRATION-SEWER					
SMALL TOOLS & MINOR EQUIPMENT					
670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	361.03
PROFESSIONAL SERVICES					
2688451	44965	POINTE PEST CONTROL LLC	04/16/2024	GM PEST CONTROL- 03/24	324.30
Total:					\$685.33
BH SEWER TREATMENT					
PROF SVS-CONTRACTOR SVS					
INV767382	44958	DENALI WATER SOLUTIONS LLC	04/16/2024	BIOSOLIDS HAULING BH 03/24	1,176.00
Total:					\$1,176.00
GM SEWER TREATMENT					
PROFESSIONAL SERVICES					
691644	44940	AADVANCED SEPTIC SERVICES INC	04/16/2024	STEP TANK PUMPING	1,202.13
PROF SVS-CONTRACTOR SVS					
INV765021	44958	DENALI WATER SOLUTIONS LLC	04/16/2024	BIOSOLIDS HAULING GM 03/24	2,740.00
INV767381	44958	DENALI WATER SOLUTIONS LLC	04/16/2024	BIOSOLIDS HAULING GM 03/24	2,740.00
Total:					\$6,682.13
Fund 4600 Total:					\$8,543.46

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 4700 WATER UTILITY M&O					
ADMINISTRATION-WATER					
SMALL TOOLS & MINOR EQUIPMENT					
670720	44929	TRI-TEC COMMUNICATIONS INC	04/16/2024	MITEL PHONES (13)	361.02
Total:					\$361.02
Fund 4700 Total:					\$361.02
Fund Number: 5210 CENTRAL SERVICES/FACILITIES					
25 CENTRAL SVS ADMIN					
OPERATING LEASES/RENTALS					
INV202702	44920	CAPITAL BUSINESS MACHINES	04/16/2024	11165 003/24 COPIER CHARGES CENTRAL SE	295.67
MISCELLANEOUS					
INV202702	44920	CAPITAL BUSINESS MACHINES	04/16/2024	11165 003/24 COPIER CHARGES CENTRAL SE	714.34
Total:					\$1,010.01
25 CENTRAL SVS MAIL					
PROFESSIONAL SERVICES					
82143778	1594668	DEPARTMENT OF ENTERPRISE SERVICES	04/17/2024	3400 03/24 CAMPUS MAIL	658.85
COMMUNICATIONS					
82143778	1594668	DEPARTMENT OF ENTERPRISE SERVICES	04/17/2024	3400 03/24 CAMPUS MAIL	22,406.42
Total:					\$23,065.27
25 CENTRAL SVS RECORDS					
MISCELLANEOUS					
INV202703	44920	CAPITAL BUSINESS MACHINES	04/16/2024	2930 03/24 COPIER CHARGES RECORDS CEN	12.91
Total:					\$12.91
25 FACILITIES M & O					
SUPPLIES					
5382-1036389	44925	CONSOLIDATED ELECTRICAL DISTRIBUTORS	04/16/2024	BULBS	459.90
PROFESSIONAL SERVICES					
302389	44926	DAVIS DOOR SERVICE INC	04/16/2024	WO 27639 ROLL UP DOOR REPAIR	1,739.96
0010	44962	EMERALD CORNER LLC	04/16/2024	04/24 MONTHLY PLANT CARE	960.32
OPERATING LEASES/RENTALS					
INV203351	44995	CAPITAL BUSINESS MACHINES	04/19/2024	12417 03/24 COPIER CHARGES 2500 BLDG	163.12
MISCELLANEOUS					

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 5210 CENTRAL SERVICES/FACILITIES					
25 FACILITIES M & O					
MISCELLANEOUS					
INV203351	44995	CAPITAL BUSINESS MACHINES	04/19/2024	12417 03/24 COPIER CHARGES 2500 BLDG	19.30
Total:					\$3,342.60
25 FACILITIES LEASES					
OPERATING LEASES-CENTRAL SVS					
04/24RENT	44923	DREBICK INVESTMENTS LLC	04/16/2024	PMT-29 L009	6,555.28
INTEREST-LONG TERM EXT DEBT					
04/24RENT	44923	DREBICK INVESTMENTS LLC	04/16/2024	PMT-29 L009	411.99
Total:					\$6,967.27
Fund 5210 Total:					\$34,398.06
Fund Number: 5240 LARGE SYSTEM REPLACEMENT RESRV					
25 LG SYSTEM REPLACEM - ADMIN					
PROFESSIONAL SERVICES					
SIN007075	44957	TRAPEZE SOFTWARE GROUP INC	04/16/2024	ASSETWORKS 5A. HR/EMPLOYEE DELIVER C	22,896.45
MACHINERY & EQUIPMENT					
PC-000225188	45021	SIERRA-CEDAR LLC	04/19/2024	ERP - MILESTONE D11 BUDGET SYSTEM DES	75,000.00
Total:					\$97,896.45
Fund 5240 Total:					\$97,896.45
Fund Number: 5250 INFORMATION TECHNOL OPERATIONS					
38 IT SERVICES					
SMALL TOOLS & MINOR EQUIPMENT					
B18189699	45004	SHI INTERNATIONAL CORP	04/19/2024	VISIO FOR JUAN SANSON	25.46
PROFESSIONAL SERVICES					
INV13105	45012	OPENGOV INC	04/19/2024	PROFESSIONAL SERVICES DEPLOYMENT	359.05
REPAIRS & MAINTENANCE					
38307	45019	NVISION NETWORKING INC	04/19/2024	THOMAS TECH SUPPORT RENEWAL	3,760.66
101271208	44955	ORACLE AMERICA INC	04/16/2024	ORACLE ANALYTICS MARCH 2024 USAGE BIL	3,504.10
MACHINERY & EQUIPMENT					

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 5250 INFORMATION TECHNOLOG OPERATIONS

38 IT SERVICES

MACHINERY & EQUIPMENT

8116214376	45024	MANPOWERGROUP US INC	04/19/2024	ERP CONSULTING MARCH 2024	108,620.00
Total:					\$116,269.27
Fund 5250 Total:					\$116,269.27

Fund Number: 5260 INFORMATION TECHNOLOG RESERVES

38 IT INFRASTRUCTURE RESERVE

SMALL TOOLS & MINOR EQUIPMENT

15766	1594665	DESCO ELECTRONICS CORP	04/17/2024	AUDIO INPUT EXPANDER	654.81
B18169775	45004	SHI INTERNATIONAL CORP	04/19/2024	365 LICENSES	1,302.89
Total:					\$1,957.70
Fund 5260 Total:					\$1,957.70

Fund Number: 5410 ER&R-MAINTENANCE

25 ER&R MAINT ADMIN

PROFESSIONAL SERVICES

S163060	45013	WESTERN PATHOLOGY CONSULTANTS INC	04/19/2024	CDL RANDOM DRUG TESTING	270.00
Total:					\$270.00

25 ER&R MAINT CENTRAL STORES

ITEMS PURCHASED FOR RESALE

11611	45003	AUTO GLASS PROFESSIONALS LLC	04/19/2024	NPDES RENTAL WINDSHIELD	467.97
032P46629	45014	DOBBS HEAVY DUTY HOLDINGS LLC	04/19/2024	9366 PURGE VALVE	188.42
0274788	45001	MCLOUGHLIN & EARDLEY INC	04/19/2024	NEW STOCK MIC EXTENSION HARNES	1,217.89
338728	1594670	MULLINAX FORD OF OLYMPIA LLC	04/17/2024	9026 SHIELD	109.53
61865	1594655	NORSTAR INDUSTRIES INC	04/17/2024	S4067 MANIFOLD VALVE & MOTOR H	1,183.35
15183600	45005	PAPE MACHINERY INC	04/19/2024	CREDIT MEMO PRICE CORRECTED	-1,835.39
15183657	45005	PAPE MACHINERY INC	04/19/2024	STOCK ACTUATOR 39-1041	1,590.63
15139765	45005	PAPE MACHINERY INC	04/19/2024	STOCK AXLE BEARINGS, SEALS	1,291.95
15129588	45005	PAPE MACHINERY INC	04/19/2024	STOCK FILTERS	361.08
15140169	45005	PAPE MACHINERY INC	04/19/2024	STOCK HELAC SEAL KIT	2,824.65
02P49951	1594660	SIX ROBBLEES INC	04/17/2024	9242 BRAKES	1,804.54
214449	45006	STANDARD PARTS CORP	04/19/2024	9458 BRAKE SHOES & KIT	30.26

Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
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Fund Number: 5410 ER&R-MAINTENANCE

25 ER&R MAINT CENTRAL STORES

ITEMS PURCHASED FOR RESALE

214210	45006	STANDARD PARTS CORP	04/19/2024	9460 HYD FILTER	7.04
214073	45006	STANDARD PARTS CORP	04/19/2024	9565 FILTERS	65.33
214146	45006	STANDARD PARTS CORP	04/19/2024	9660 FILTER	10.64
214079	45006	STANDARD PARTS CORP	04/19/2024	F4059 STOCK ORDER	284.80
3510837	1594662	TITUS WILL CHEVROLET OLDSMOBILE CADIL	04/17/2024	9321 CEL REPAIRS	375.65
08106091	1594675	VERMEER MOUNTAIN WEST INC	04/17/2024	9478 CHUTE AND GUIDES	2,590.21

RESALE-TIRES

316101	1594654	COURTESY AUTO SERVICE & TIRE	04/17/2024	9249 TIRES	450.76
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RESALE-OUTSIDE LABOR

11611	45003	AUTO GLASS PROFESSIONALS LLC	04/19/2024	NPDES RENTAL WINDSHIELD	260.61
3510837	1594662	TITUS WILL CHEVROLET OLDSMOBILE CADIL	04/17/2024	9321 CEL REPAIRS	534.50

RESALE-NON VEHICLE PARTS

9076134981	1594661	WW GRAINGER INC	04/17/2024	STOCK GLOVES	146.60
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RESALE-INVENTORY/MISC

214290	45006	STANDARD PARTS CORP	04/19/2024	SUPPLIES BRAKE CLEAN	431.75
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PROFESSIONAL SERVICES

56101	1594672	S & W PRESSURE WASH INC	04/17/2024	TRUCK WASH	199.99
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Total: **\$14,592.76**

25 ER&R MAINT MECHANICAL SHOP

SUPPLIES-UNIFORMS/CLOTHING

038130	1594674	C & B OUTFITTERS LLC	04/17/2024	CHRISTOPHER JEWELL SAFETY BOOT	140.61
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UTILITY SERVICES

R71557-040124	1594658	PUGET SOUND ENERGY INC	04/17/2024	9605 TILLEY RD 03/24	87.42
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Total: **\$228.03**

Fund **5410** Total: **\$15,090.79**

Fund Number: 5420 ER&R-REPLACEMENT

25 ER&R REPL CENTRAL SERVICES

MACHINERY & EQUIPMENT

3PV164	45020	CLARY LONGVIEW LLC	04/19/2024	9648 NEW EQUIPMENT PURCHASE	53,423.86
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Thurston County Washington
Accounts Payable Report

Invoice Number	Warrant Number	Vendor Name	Check Date	Invoice Description	Amount
Fund Number: 5420 ER&R-REPLACEMENT					
Total:					\$53,423.86
Fund 5420 Total:					\$53,423.86
Report Grand Total:					\$1,398,111.51

We, the undersigned Commissioners of Thurston County, Washington, do hereby certify under penalty of perjury, that the materials have been furnished, the service rendered or the labor performed as described, and that the claims are just, due and unpaid obligations against the County (RCW 42.24.080) and that claims as listed are submitted for approval in the amount of **\$1,398,111.51**

Approved for Payment the _____ day of _____, _____

Chair:_____

Vice-Chair:_____

Commissioner:_____

Commissioner:_____

Commissioner:_____

Financial Services Manager_____



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: _____ Date Created: 2/22/2024 Agenda Item #:

Created by: Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500

Creator = Presenter? ☒ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500**

Item Title:
Contract for Submerged Aquatic Vegetation Activities for Lake Management Districts

Action Needed: _____ Class of Item:

List of Exhibits



PROFESSIONAL SVCS
CONTRACT THURSTON
COUNTY AQUATECHNEX
LLC 4 17 2024.pdf
PDF File
325 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☐ PAO ☐ FinSvcs ☐ HR
☐ Budget Office ☐ CAO ☒ Other

Notes:

Public Works Department initiated the RFP for this project, but since then PHSS Department has assumed administrative responsibilities related to the county LMD's. The contract was routed through the PHSS Department review process and it was approved to move forward for BOCC approval. No Risk or Legal review was necessary given that there were no requested changes to the professional services contract template, except that this is a

fee for service contract. So section 5.a. of the contract was amended to reflect that.

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Professional Services Contract for Lake Management District submerged aquatic vegetation control to Aquatechnex, LLC of Centralia, WA on a fee for service basis as outlined in the rate schedule, and authorize the Director of Public Health and Social Services to execute the contract.

Item Description:

The four Thurston County lake management districts (Lawrence, Long, Offut and Pattison Lakes) are in need of services for the management of submerged/nuisance aquatic weed management. A request for proposals was initiated on December 12th, 2023, and two responsive proposals were received. Each LMD steering committee reviewed and scored the proposals independently, and each LMD steering committee determined that Aquatechnex, LLC should be awarded the contract. On April 2nd, 2024, during the BOCC regular meeting, the BOCC awarded the contract to Aquatechnex, LLC. Therefore, we request that the BOCC now approve and execute the contract, and authorize the Director of PHSS Department (David Bayne) to sign the contract. This work will be primarily funded with lake management district fees, but grants may be solicited to offset those costs in the future.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/17/2024

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ AQUATECHNEX, LLC

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**County**," and **AquaTechnex, LLC**, a Washington Limited Liability Company with its principal offices at PO Box 118, Centralia, WA 98131, hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

X The term of this Contract shall begin on **05/01/2024** and shall remain in effect through **12/31/2028** unless renewed or terminated sooner as provided herein.

☐ The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

Submerged (nuisance) aquatic weed management activities on behalf of the County's four lake management districts (Long, Lawrence, Pattison and Offut)

a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: Kyle Langan

Title: Aquatic Specialist/Certified Lake Manager

Mailing Address: PO Box 118

City, State and Zip Code: Centralia, WA 98131

Telephone Number: 360-239-5707

E-mail Address: kyle@aquatechnex.com

b. For County:

Name of Representative: Stuart Whitford

Title: Environmental Health Manager

Mailing Address: 3000 Pacific Avenue SE

City, State and Zip Code: Olympia, WA 98501

Telephone Number: 360-483-8323

E-mail Address: eh_lmd@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. This is a fee for service contract.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for

services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. To the extent RCW 4.24.115 applies to this Contract, in the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or

subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit, and shall provide one another all available information concerning the Claim.

9. INSURANCE

1. Contractor shall provide evidence of:

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited

to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000) general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
 - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than _____ (\$1M min) per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a

government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

Attn: Risk Analyst
Human Resources
3000 Pacific Ave SE
Olympia, Washington 98501

- h. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- i. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

- a. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **TERMINATION**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The

Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION REQUIREMENT

The CONTRACTOR, its assignees, delegates and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created for or paid for by the County is owned by the Contractor and is not “work made for hire”; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County’s Contract representative or designee. All rulings, orders, instructions and decisions of the County’s Contract representative shall be final and conclusive, subject to the Contractor’s right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

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

20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. SEVERABILITY

a. 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.

b. 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.

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

22. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

24. **SURVIVABILITY**

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include, but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: Aquatechnex, LLC

By: David Bayne

By: _____

Title: Director

Signature: _____

Department/Office: Public Health & Social
Services

(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ AQUATECHNEX, LLC

Scope of Services Thurston County Lake Management Districts Submerged Aquatic Vegetation Control

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided By The Contractor), are set forth as follows:

1.0 PURPOSE

Thurston County Department of Public Health and Social Services, Environmental Health Division (TCPHSS – EH) requires a qualified and commercially licensed aquatic pesticide applicator to treat submerged aquatic vegetation in Long, Lawrence, Pattison, and Offut lakes and follow all notification requirements under a five-year Contract. The contract services will begin on May 1, 2024, and be completed by December 31, 2028.

Anticipated aquatic herbicides to be utilized include fluridone, penoxsulam, and endothall dipotassium salt. Additional herbicides may be requested, including any products approved by the Thurston County Board of Health. For more information on approved herbicides in Thurston County please review: (<http://www.co.thurston.wa.us/health/ehipm/aquaticreview.html>).

2.0 BACKGROUND

Subject lakes are eutrophic lake systems with frequent high biomass of nuisance weeds during the growing season. Lake levels may vary seasonally (2-3 feet), a potential consideration for boat access to some littoral areas on the lake particularly later in the season. This could also impact application calculations and plant response to select herbicides.

Nuisance aquatic plants which may require control include Curly Leaf Pondweed (*Potamogeton crispus*), Water Nymph (*Najas flexilis*), Sago Pondweed (*Stuckenia pectinata*), Tape Grass (*Vallisneria americana*), Common Waterweed (*Elodea canadensis*), Big-Leaf Pondweed (*Potamogeton amplifolius*), and other Pondweed species.

3.0 SITE PARTICULARS

A. Hours of Operation:

Work shall be conducted during standard business hours Monday through Friday 7am to 5pm. Weekend work will not be permitted due to heavy recreational use of the lakes. The work season is expected to be early spring and could conclude mid-summer.

B. Security/Access:

The lakes can be accessed from a public Fish and Wildlife boat launch. Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the Contractor.

4.0 COUNTY SC AND/OR CONTRACTOR PROVIDED INFORMATION

LMD SC and/or Contractor will provide ARCGIS shapefiles to the Contractor for selected treatment areas. LMD SC in coordination with County point of contact will provide complete work orders to the Contractor.

5.0 SCOPE OF SERVICES

The Contractor shall provide all materials and services to perform the posting of project areas to meet regulatory requirements and all activities associated with aquatic herbicide applications of the herbicides listed in paragraph 1.0.

The tasks required for this Contract include, but are not limited to the following:

The contractor will:

A. Comply with all laws, regulations, permits, conditions, requirements, and Thurston County IPM Policy (http://www.co.thurston.wa.us/health/ehipm/ipm_cntyimp.html) related to these projects, including posting affected parcels.

B. Either use digital ARCGIS maps and shapefiles provided by the LMD SC, or the Contractor can develop these products in coordination with the LMD SC. Contractor will use high accuracy GPS equipment to treat areas during product application and provide documentation of treated areas.

C. Post and remove shoreline notifications to all affected parcels unless otherwise arranged with LMD SCs. LMDs will have the option to remove notification signs and thereby avoid removal costs.

D. In selected areas, apply the herbicide in a manner which will target noxious, and nuisance submerged aquatic vegetation. Bathymetry data must be used to calculate pounds or gallons of the selected herbicide across the treatment areas in a manner which will target noxious, and nuisance submerged aquatic vegetation. Areas may be partially treated if evidence of reduced vegetative biomass is evident during surveys; however, the Contractor must follow the polygons of a map and complete treatment in the entire area indicated. Maps will be provided with work orders or by contractor in direct coordination with LMD SCs to indicate which portions of the area to treat and which to leave untreated.

E. Apply herbicide in a sage manner which complies with all permits and achieves the desired concentrations in treatment sites. Submit Washington State Department of Agriculture (WSDA) approved herbicide application records to Department of Ecology with copies to LMD SC POC and County within 24 hours of application.

F. When a specified herbicide has an intrinsic dependency on the targeted weed's growth cycle, the contractor, once notified, shall have 14 days to begin the specified treatment and 21 days to complete the first application.

G. Long Lake LMD SC will be collecting water samples at the lake surface and 2 ft from bottom in two locations on the lake every two weeks starting the end of April. Contractor will provide sample bottles and COCs to be filled out, and sampling protocols for reference. Long Lake LMD SC will provide coolers, ice packs, and Ziploc bags for shipping, and will ensure that packages are mailed overnight standard no later than Thursday (no samples will be mailed on Fridays). Contractor will provide FedEx shipping label via email to the shipper's email address and will post date the label if necessary. All samples will be analyzed by SePRO's Analytical Laboratory Services at the SePRO Research & Technology Campus (SRTC) in Whitakers, NC. Sample cost is \$135 per sample.

H. Maintain contact with LMD SC to report issues or problems and provide expertise in project planning.

I. Meet with LMD SC at the end of the season to evaluate effectiveness of treatments and plan the following years project.

6.0 DURATION/WORK ORDERS

A. The period of performance will be from May 1, 2024, to December 31, 2028. Work orders will be issued by the SC and copied to PHSS-EH (EH_LMD@co.thurston.wa.us) once treatment dates are agreed upon by the Contractor and LMD SC.

B. Work Order Procedure:

(1) LMD SC will prepare proposal and get PHSS-EH approval before release. LMD SC will then issue a request for proposal to Contractor for a delineated area/treatment area of the lake requiring service and identify any options(i.e., LMD to remove notification signs, Contractor to conduct lake survey or provide treatments area maps to SC, etc.).

(2) Contractor will submit a proposed scope, schedule, and price for the effort. Proposed price shall provide sufficient detail to include estimated quantities for product, equipment, and labor at the pre-negotiated rates provided in the Rate Schedule incorporated into the Contract.

(3) LMD SC will review Contractor proposal and either accept or reject the proposal.

(4) LMD SC, in coordination with PHSS-EH, will issue an authorization to proceed with the Work Order.

C. Payments:

(1) Invoices are to be submitted within 30 calendar days from completion of the work.

(2) Invoices are to be sent via email to the Thurston County Public Health and Social Services in-box address: EH_LMD@co.thurston.wa.us and the respective LMD SC

POC. The subject of the email should include the Lake, Contract # and Work Order # to identify the invoice.

(3) LMD SCs will review invoices to verify against the herbicide application record.

(4) Once reviewed/verified LMD SC POC will sign invoice and send to EH_LMD@co.thurston.wa.us for payment.

(5) Payments will be made within 30 calendar days from receipt of a proper invoice.

D. Work Order Close-out:

Work Order will be closed out after payment of final invoice and any excess funds on the work order will be returned to the overall budget.

E. Work Order Termination:

The County or LMD SC may terminate the Work Order after cross coordination on decision, at its convenience with or without cause. In such case, the Contractor shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

7.0 PERMITS

Thurston County has existing permit coverage from the Washington State Department of Ecology's 2022-2026 Aquatic Plant and Algae Management Permit for discharges associated with the control of nuisance and noxious submerged aquatic vegetation in Washington State. LMD SC and PHSS-EH staff will take action no later than 1 November of the year prior to permit expiration to renew. Additional information on the Aquatic Plant and Algae Management Permit is available at Department of Ecology's website: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>.

LMD SC shall be responsible for the initial Business and Residential Notifications for each control season. The Contractor shall be responsible for complying with all other conditions and requirements including shoreline posting, public notifications and providing documentation to the County and LMD SC of compliance with Ecology's permit. The Contractor shall also provide copies of both Ecology's and the provided WSDA's herbicide application reports to the County and LMD SC within 7 days of application, and copies of the final state reports within a month following the last treatment. One work order will be issued for the lake with each treatment area identified on the work order; Contractor shall complete the required application report with accurate quantities for each separate area Thurston County uses a WSDA approved herbicide application record (Appendix I).

Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the contractor.

2. The services to be performed by the County under this Contract, which are described in Section 3 of the Contract (Services Provided By The County) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT THURSTON COUNTY/AQUATECHNEX, LLC

COMPENSATION

1. The Contractor's compensation under this Contract, which is described in Section 5 of the Contract (Compensation), is set forth as follows:

RATE SCHEDULE

Submerged Aquatic Herbicide Applications – Cost Proposal Categories					
	Fixed costs for one project	Cost per product for 10 S.A.	Cost per product for 20 S.A.	Cost per product for 30 S.A.	Cost per product for 45 S.A.
Product #1 Herbicide Application cost Per area treated (Note 3)	NA	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre
Product #2 Herbicide Application Cost Per area treated (Note 3)	NA	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre
Product #3 Herbicide Application Cost Per area treated (Note 3)	NA	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre
Mobilization Costs (Per Application)	\$420 - \$1,260. Dependent on lake, number of trucks, boats, and other equipment. The larger the project/acres the more equipment required.	NA	NA	NA	NA

Consultant Fees (Per Hour or Project)	\$135.00/hour	NA	NA	NA	NA
Posting Costs for 200 signs (Per Application)(Note 1)	\$620.00	NA	NA	NA	NA
Removal Costs for 200 signs (Per Application) (Note 2)	\$719.00 Includes MOB	NA	NA	NA	NA
Lake Survey Costs for these lakes based on following parameters identified (Note 4)		Lake Lawrence 330 Acres 192 Acres Littoral 90 Acres Conservation	Long Lake 330 Acres 200 Acres Littoral 90 acres Conservation	Pattison Lake 271 Acres 80 Acres Littoral Conservation acres not yet identified	Offut Lake 192 Acres 42 acres Littoral Conservation acres not yet identified
Approximate linear feet of shoreline littoral areas (less any identified conservation areas) See Maps Attached	NA	13,955 feet Est. 7.3 hours	23,232 feet Est. 7.5 hours	33,264 feet Est. 8.5 hours	15,312 feet Est. 5.5 hours
Approximate cost for survey for each lake based on parameters identified (Note 4)	NA	\$1,770.00 Cost includes listed parameters in Note 4.	\$1,910.00 Cost includes listed parameters in Note 4.	\$1,820.00 Cost includes listed parameters in Note 4.	\$1,490.00 Cost includes listed parameters in Note 4.
Approximate cost for calculating treatment areas based on GPS coordinates provided by LMD SC (Note 5)	NA	\$337.50	\$337.50	\$337.50	\$337.50

Herbicide Costs (Per Pound/Gallon of Product)	Invoice Unit Price (Gallon or Pound)				
Product #1- Endothall dipotassium salt (Aquathol k)	\$95.77/gallon	\$12,450.10	\$24,900.20	\$37,350.00	\$56,025.45
Product #2-Fluridone (Sonar ONE)	\$40.07/Pound	60 ppb, ave depth 5', 10 acres=\$6,491.34. Bump applications required, up to 150 ppb total based on treatment zone size and area characteristics	60 ppb, ave depth 5', 20 acres=\$12,982.68. Bump applications, required, up to 150 ppb total based on treatment zone	60 ppb, ave depth 5', 30 acres=\$19,474.02. Bump applications required, up to 150 ppb total based on treatment	60 ppb, ave depth 5', 45 acres=\$29,211.03. Bump applications required, up to 150 ppb total based on treatment
Product #3-Penoxsulam (Galleon SC)	\$2,547.33/gallon	50 ppb, ave depth 5', 10 acres = \$8,656.94 Bump applications may be required based on treatment zone size and area characteristics	50 ppb, ave depth 5', 20 acres = \$17,313.88 Bump applications may be required based on treatment zone size and area characteristics	50 ppb, ave depth 5', 30 acres = \$25,970.83 Bump applications may be required based on treatment zone size and area characteristics	50 ppb, ave depth 5', 45 acres = \$38,956.24 Bump applications may be required based on treatment zone size and area characteristics

Notes:

Depth of Application Area typically range from 4.5-9 feet.

1 – Posting includes all associated costs – since most contractors post the day they treat no additional mobilization costs should be associated with this. If there are a notification of those additional cost

(mobilization) will be provided. It is assumed that if the number of signs actually posted are 15 RFP Combined Lakes Submerged Aquatic Vegetation Control lower or higher than 200 the invoice for posting will proportionally reflect the difference.

2 – Posting Removal includes all associated costs to include any mobilization costs. It is assumed that if the number of signs actually posted are lower or higher than 200 the invoice for posting will proportionally reflect the different.

3 – Depth of application area typically ranges from 4.5-9 feet. **Base your bid estimates on 5 feet** with the appropriate concentration per prescription for costing. For Fluridone and Galleon **base bid estimates**

on 60 ppb for Fluridone (1st Treatment) and 50 bbp for Galleon (1st Treatment). For Aquathol K base bids on 4ppm.

4 – Lake Survey Parameters: Using ArcGIS/Lowrance or similarly accurate equipment conduct a lake survey of all lake littoral areas (identify in bid shoreline linear feet to survey & approximate time required

to do so) less any designated conservation areas unless otherwise requested by LMD SC POC. Purpose of survey to determine type of aquatic vegetation present and approximate dominance (density) with

identified treatment area (Polygon) map recommendations showing acres and average depth. Survey will include recommendations on which herbicide to best address any vegetation problems along with a

cost estimate. LMD SC members may request to accompany contractor on this survey – if this is not possible state such in bid response. Following survey (within 4 days) provide LMD SC a written copy of

survey results via LMD SC POC email. Based on recommendations LMD SC may request a virtual meeting (no more than one hour) to discuss recommendations. LMD SC may reduce, enlarge, delete one or

more treatment area recommendations in coordination with contractor.

5 – Calculation of treatment areas: Using GPS coordinates and lake survey results (showing vegetation type and approximate dominance (density) provided by LMD SC for treatment area Polygons and using

ArcGIS or similarly accurate equipment prepare a map of lake treatment areas including acres, average depth of area, herbicide recommendations and cost. Provide that map and information to the LMD SC

for review and approval. LMD SC after receiving treatment area map may decide to reduce, enlarge, or delete one or more treatment areas. LMD SC may request a virtual meeting to discuss (no more than one hour).

6 - Fluridone & Galleon may require multiple applications, please submit costs per individual application for Endothall and for complete treatment using Fluridone and Galleon.



Board of County Commissioners AGENDA ITEM SUMMARY

Agenda Date: _____ Date Created: 4/4/2024 Agenda Item #:

Created by: Gretchen Thaller, Program Manager - Public Health and Social Services - 360-867-2545

Creator = Presenter? ☒ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Gretchen Thaller, Program Manager - Public Health and Social Services - 360-867-2545**

Item Title:
Professional Services Contract T03-0213-23

Action Needed: _____ Class of Item:

List of Exhibits



NFP Contract #T03-0213-23_Final.pdf
PDF File
340 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

[Click Additional Attachment](#) to attach more materials.

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☒ PAO ☐ FinSvcs ☒ HR
☐ Budget Office ☐ CAO ☐ Other

Notes:

PHSS fiscal

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Professional Services Contract with Lewis County (T03-0213-23) for the Purchase of Nurse Family Partnership health services for 25 families in Lewis County, in the amount of \$296,881.00 for the period of January 1, 2024 through December 31, 2024, and authorize the Director of Public Health and Social Services to execute the agreement and any amendments that do not exceed 10%.

Item Description:

This Professional Service contract with Lewis County enables Thurston County Public Health and Social Services staff to continue providing Nurse Family Partnership home visiting services to

25 clients in Lewis County. This contract is for the period of January 1, 2024 through December 31, 2024 for the total amount of \$296,881.00 for the calendar year.

NFP works with mothers to provide support, resources and coaching to help families have the best outcomes. Thurston County collaborates with Lewis County to fulfill contract deliverables.

These services are consistent with the Thurston County Public Health and Social Services strategic plan's external goal to promote conditions in the community that support the health and well-being of individuals and families.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/4/2024



Professional Services Contract

Contract #: T03-0213-23

Contract Name: Thurston County, Nurse Family Partnership

Preamble

1. Purpose

This contract is entered into between Lewis County, hereinafter called County, and Thurston County, hereinafter called Contractor, for the purpose of providing Nurse Family Partnership Services to eligible families who reside in Lewis County.

2. Parties

Each party to this contract shall have a contract representative empowered to enter into this contract on behalf of their party. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives for this contract are:

For the County:

Sara Sons, Contract Coordinator
360-740-1418
sara.sons@lewiscountywa.gov

For the Contractor:

Gretchen Thaller, Program Manager
360-867-2545
gretchen.thaller@co.thurston.wa.gov

3. Authorization

Only the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its designated Contract Officer identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its Contract Officer.

4. Contract Term

The term of this contract shall commence and terminate as stated in [Exhibit A](#): Statement of Work and Reporting Requirements attached hereto.

5. Contractor Representation

Contractor represents by signing this contract that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this contract.

6. Mutually Negotiated

County and Contractor acknowledge and by signing this contract agree that this contract has been mutually negotiated and agreed to by both parties.

Signatures

The terms and conditions of this contract, including all attachments and subsequent amendments, constitute the entire and exclusive understanding between the parties. Except as provided for in section 23 of this contract, no other understandings, writings, and communications, oral or otherwise, regarding the subject matter of this contract shall exist to bind the parties. The parties signing below represent they have read and understand this contract and have the authority to execute this contract.

NOTE: In accordance with Resolution 21-038, this contract is subject to approval by the Lewis County Board of County Commissioners if the total dollar value identified in [Exhibit B](#) equals or exceeds \$50,000 in one calendar year. The Lewis County Board of County Commissioners delegates contract approval authority to the Director of Lewis County Public Health & Social Services if the total dollar value identified in [Exhibit B](#) is less than \$50,000 in any calendar year, subject to all provisions in Resolution 21-038.

For the County

Lewis County Public Health & Social Services
360 NW North Street
Chehalis, WA 98532

County signature: _____
Meja Handlen, Director

Date: _____

For the Contractor

Thurston County Public Health & Social Services
412 Lilly Rd NE
Olympia, WA 98506-5132

Contractor signature: _____
David Bayne, Director

Date: _____

Approved as to Form

Jonathan Meyer
Prosecuting Attorney

Attest:

By: _____
(Clerk of the Board)

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General Terms and Conditions

1. Scope of Contractor's Services

The Contractor agrees to provide to the County services, reports, and any material set forth in [Exhibit A](#): Statement of Work and Reporting Requirements during the contract term. No material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this contract shall be as set forth in [Exhibit B](#): Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in [Exhibit B](#) or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in [Exhibit B](#) and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. The County, in its sole discretion, in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws.

5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

6. Taxes

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7. Regulations and Requirements

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

8. Public Records Law

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation

giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

9. Nondiscrimination

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

10. Political Activity Prohibited

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

11. Right to Review

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

12. Modifications

Either the County or the Contractor may request changes or modifications to the contract. Any and all agreed changes or modifications shall be in writing, signed by each of the parties.

13. Termination

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

14. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written

notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under [Exhibit A](#), including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

15. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; *e.g.* the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives

notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the “Termination for Convenience” clause.

17. Termination Procedures

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- i. Stop work under the contract on the date and to the extent specified in the notice;
- ii. Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- iii. Assign to the County all the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- iv. Preserve and transfer any materials, contract deliverables and/or County property in the Contractor’s possession as directed by the County.

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 17 (ii).

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

18. Defense and Indemnity Agreement

The Contractor shall defend, protect, and hold harmless the County or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, while performing under the terms of this contract.

19. Insurance Coverage

The Contractor shall comply with all provisions described in [Exhibit C: Insurance Coverage](#), attached hereto.

20. Resolution of Conflicts

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable federal and state statutes and regulations
- ii. Special terms and conditions

- iii. Exhibits
- iv. General terms and conditions
- v. Any other provision of this contract whether incorporated by reference or otherwise.

21. Disputes, Venue and Choice of Law

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

If mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

22. Records Maintenance

The Contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

23. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

24. Recapture

If the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or

refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

25. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods, or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- i. That Contractor shall be notified promptly in writing by the County of any notice of such claim.
- ii. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

26. Ownership and Use of Items Produced

Material produced in the performance of the work under this contract shall be “works made for hire” as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

27. Confidentiality

The Contractor shall maintain the confidentiality of all information that is exempt from disclosure to the public or other unauthorized persons under chapter RCW Chapter 42.56 or other federal or state laws (“Confidential Information”) provided by the County or acquired by the Contractor in performance of this contract. The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. The County and the Contractor will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract, including but not limited to the Contractor’s employees, agents, representatives, or subcontractors, must agree to protect the confidentiality of the Confidential Information.

The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except: (1) as provided by law; (2) pursuant to an order entered by a court after having acquired jurisdiction over the County or (3) upon prior written consent of the Lewis County Director of Public Health & Social Services and Lewis County Prosecuting Attorney.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information; (3) ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons, communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person and verifying after transmittal that the fax was received by the intended recipient; (4) encrypting email and/or email attachments that contain the Confidential Information; (5) encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; or (6) sending paper documents containing Confidential Information via a trusted system approved by the County.

Upon request by the County, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to the County or Contractor shall certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

If the Contractor becomes aware of an actual or suspected breach of confidentiality, the Contractor will promptly notify the Contract Coordinator for the County of the facts. The Contractor will work within its organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of Confidential Information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

28. Ethics/Conflicts of Interest

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

29. Information System Security

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification, or loss. Personal and/or medical information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract.

30. Protection of Personal Information

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

31. Certification of Work

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

32. Contract Amendments

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

33. Notice

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, *e.g.* a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

34. Debarment Certification

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

35. Severability

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

36. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

37. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the party granting such a waiver.

38. Survival

The terms and conditions contained in this contract will survive the completion, cancellation, termination, or expiration of the contract.

39. Entire Agreement

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.

40. Prior Approval

The Contractor shall obtain prior written approval for purchases of items, including but not limited to gift cards, program supplies and equipment, professional development programs or trainings, and consulting fees, exceeding \$300.00. Prior approval shall be obtained via written approval from the County contract coordinator. If prior written approval is not obtained, the County may, in its sole discretion, deny reimbursement requests for the unapproved expenditure.

41. Corrective Action

If the County determines that a breach of contract has occurred, in which the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, the County may deem said breach to warrant corrective action. The following process will apply:

- a. The County will notify the Contractor in writing of the nature of the breach.

- b. The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contractor into contract compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- c. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- d. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this contract in whole or in part pursuant to Section 14;
- e. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- f. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Sections 13, 14, and 15.

Exhibit A: Statement of Work and Reporting Requirements

The purpose of this **Statement of Work** is to detail the work to be performed by the Contractor and the methods and content for reporting progress by the Contractor in fulfilling all duties encompassed in this contract.

This contract shall commence on January 1, 2024, and terminate on December 31, 2024.

The Contractor shall administer funds awarded hereunder for the following activities:

Task Number	Task/Activity/Description	Deliverables/Outcomes	Reporting Requirement	Due Date
1	Nurse Family Partnership Home Visiting Services	<p>a) Thurston County will provide Nurse Family Partnership home visiting services (NFP services) to eligible residents of Lewis County.</p> <p>b) Thurston County will provide NFP services in accordance with the contract Thurston County has with the Nurse Family Partnership National Service Office. Such services will include home visitation with clients and providing services according to the fidelity of the Nurse Family Partnership program.</p> <p>c) Thurston County will provide 1.45 FTE personnel to provide NFP services pursuant to this Contract as follows:</p> <ol style="list-style-type: none"> 1.0 FTE nurse home visitors .25 FTE nursing supervisor .20 FTE administrative assistant <p>d) Thurston County will utilize a health equity lens by regularly reviewing program data to understand the populations served, the needs and outcomes, as well as ensuring that underserved populations are served through increased outreach efforts.</p>	<ul style="list-style-type: none"> Monthly program data must be submitted according to the Maternal Child Health Block Grant (MCHBG) reporting requirements. End of year MCHBG Unduplicated Client Count 	Monthly and as requested by Lewis County

Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed \$296,881.00 to the Contractor for work as described in [Exhibit A](#), subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Contractor Payment. Contractor acknowledges and understands that any unspent allocations shall be reclaimed by Lewis County Public Health & Social Services at the end of the terms of this agreement.

1. Budget Detail

Salaries and Benefits	\$215,933.60
Supplies	\$4,480.00
Travel	\$6,846.66
Training	\$2,500.00
Professional Services	\$4,500.00
Indirect costs (29% of Salaries and Benefits)	\$62,620.74
Total Consideration	\$296,881.00

Funding Type	Federal	Local
Funding Source	Maternal and Child Health Block Grant	Chemical Dependency/Mental Health Services Sales and Use Tax
CFDA/Assistance Listing #	93.994	N/A
BARS	333.93.99	313.14.00
Amount	\$66,881.00	\$230,000.00

2. Compensation

Payment to the Contractor for services rendered under this contract shall be as set forth in [Exhibit B](#). Where [Exhibit B](#) requires payments by Lewis County, payment shall be made on a reimbursement basis, supported, unless otherwise provided in [Exhibit B](#), by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested.

Costs allowable under this contract are actual expenditures according to an approved budget up to the maximum amount stated above. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this paragraph in any subcontracts.

The County may withhold reimbursement payment if the Contractor fails to submit required invoices and supportive documentation to the County. The Contractor's failure to submit invoices as specified is grounds for the County to terminate the contract as provided herein.

3. Invoice Timeframe

The Contractor shall submit invoices to the County Contract Officer identified herein or to other such person identified by the County Contract Officer by the 30th of each month for all costs incurred in the previous month.

4. Eligible Use of Funds

Funding awarded under this contract may only be used for activities described in [Exhibit A](#).

5. Duplicate Payment

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

6. Audit

- i. General Requirements. The Contractor is to procure audit services as follows:
 - a. The Contractor shall maintain its records and accounts to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
 - b. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
 - c. As applicable in subsections i or ii, below, the Contractor shall undergo an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
 - d. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- ii. State Fund Requirements:

Contractors expending \$750,000.00 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

 - a. Contractor agency name
 - b. State program name
 - c. BARS account number
 - d. County
 - e. County Contract number
 - f. Contract award amount including amendments (total Contract award)
 - g. Current year expenditures
- iii. If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- iv. The Contractor shall include the above audit requirements in any subcontracts.
- v. In all cases, the Contractor's financial records must be available for review by County.

7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or

amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

8. Errors and Omissions Uncompensated

In the event of any errors or omissions by the Contractor in the performance of any work required under this contract, the Contractor shall make all necessary corrections without additional compensation.

Exhibit C: Insurance Coverage

The Contractor shall provide insurance coverage as set out in this Exhibit to protect the County should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

All required insurance shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the County and its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to the County within fifteen (15) calendar days of the Contract start date, proof of insurance identifying Lewis County as Primary, Non Contributory, additionally Insured, with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates with endorsements not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Professional Liability Insurance

Provide a Professional Liability or Errors & Omissions Insurance Policy. The minimum limit is \$1,000,000 per occurrence and \$2,000,000 aggregate.

3. Automobile Liability

In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

4. Fidelity Insurance

Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- i. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is greatest. Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.
- ii. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

5. Business Property

The Contractor shall provide business property insurance adequate to repair, replace, or recreate any County-owned property in the possession of the Contractor, or data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials produced by the Contractor or any subcontractors in the performance of the work under this contract.

6. Industrial Insurance Waiver

The Contractor shall comply with all applicable provisions of Title 51 Revised Code of Washington, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 4/11/2024 Agenda Item #:

Created by: Angela Celestine, Administrative Assistant I - Public Works - 360-786-5833

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Curtis Dunn, Asset Manager - Public Works - 360-867-2067**

Item Title:

Contract Award for Asset Management Information System Needs Assessment and Requirements Documentation

Action Needed:

Class of Item:

List of Exhibits



Statement of Work for
Business Analysis PW
Asset Management.pdf
PDF File
164 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.



BerryDunn_Proposal.pdf
PDF File
806 KB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to award the contract for business analyst consulting services for an asset management information system (AMIS) needs and requirements assessment to BerryDunn of Portland, ME in the amount of \$99,310, and to authorize the Director of Public Works to execute the contract and any change orders due to unforeseen conditions only (not for changes in scope) up to 10% of the contract (\$9,931 or an aggregate of \$109,241).

Item Description:

Public Works currently uses VUEWorks, an asset management information system (AMIS), to inventory, catalog, condition assess, and manage its extensive network of infrastructure assets. Public Works' assets, valued in the millions, include over 1000 miles of roads, 107 miles of sidewalks, 1000 streetlights and 17,000 traffic signs, 150 bridges, 3 solid waste facilities, 4 wastewater systems, 2,575 acres of park lands, 57 miles of trails and 1,170 miles of stormwater conveyance that incorporates over 27,000 public and private stormwater infrastructure assets. An

AMIS is used to record maintenance and repair activities on each asset, plan and schedule work to maximize the efficiency and effectiveness of assets and perform asset lifecycle analysis to replace assets at the optimum time, guard against asset failure and ensure continuity of essential operations. Utilizing an AMIS as a part of an Asset Management Program is in alignment with industry best practices, is required for compliance with regulatory reporting requirements, and can impact eligibility for funding.

VUEWorks has served Public Works for over 15 years but is no longer meeting needs. Changes in VUEWorks organizational structure have resulted in inadequate software development, service and support functionalities. Additionally, system configuration changes have produced compatibility issues with our GIS-system, which is an essential foundation for a functioning AMIS system.

In collaboration with the Information Technology (IT) Department, a needs assessment and requirements documentation consultation has been identified as the first step toward identifying an appropriate AMIS to meet our needs. The goal of the needs and requirements assessment is to document our processes, provide recommendations in alignment with industry best practices, and determine the current and future needs of the Public Works and Information Technology departments regarding an asset management information system. Public Works and IT jointly developed a scope of work and solicited proposals, utilizing the Washington State Department of Enterprise Services Contract for Business Consulting Services. On March 22, 2024 two proposals were received. The proposals were evaluated by Public Works and IT staff, and BerryDunn of Portland, ME had the highest rated proposal, including the lowest price.

Public Works is requesting Board of County Commissioners approval of the business analyst consulting contract to BerryDunn. Funding for the contract will be paid from existing Public Works budget expenditure authority.

This action is in alignment with the County's Strategic Plan Initiative 8 to "Support robust and well-maintained infrastructure systems for a thriving community".

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/17/2024

Statement of Work
THURSTON COUNTY PUBLIC WORKS
Asset Management Information System Needs Assessment
and Requirements Documentation

Purpose: The purpose of this solicitation is to address Thurston County Public Works' desire to improve its Asset Management Program (AMPr) by assessing and documenting the current state and future requirements related to an Asset Management Information System (AMIS). The scope of the work outlined in this document will require a team with experience and qualifications relevant to the scope. It is at the discretion of the proposer to identify a core team of staff to perform the work required.

Background: Thurston County Public Works (TCPW) serves one of the fastest growing counties in Washington state with a current population of over 300,000 people, of which almost 145,000 reside in unincorporated areas. TCPW builds, operates, and maintains critical infrastructure to meet the needs of the county through 7 operational units: Water and Sewer Utilities, Storm and Surface Water Utility, Solid Waste Utility, Traffic Operations, Roads and Highways (Construction), Road Operations, and Parks and Trails. These groups are responsible for maintaining over 1,000 miles of county roads, 150 bridges, 3 Water and 4 Sewer Utilities facilities serving over 800 customers, over 65,000 stormwater assets such as culverts and catch basins, over 2,500 acres of park lands and 56 miles of trails, over 19,500 traffic signs, signals, and pavement plastics, and processing over 260,000 tons of waste annually. A robust Asset Management system is required to track and maintain this extensive network of infrastructure assets.

Thus began the TCPW Asset Management journey in 2018. The resulting implementation plan included the continuation of using the Asset Management Information System, VUEWorks, which was in place at the time. During the intervening years, TCPW has continued implementing its program around VUEWorks in a phased approach. However, factors such as the COVID-19 pandemic, turnover of Asset Management Information System administrators and asset managers, VUEWorks functionality and product support limitations, and Thurston County's GIS infrastructure architecture have impacted implementation progress.

To revitalize the implementation of the Asset Management Program, an evaluation of TCPWs' asset management processes and related AMIS requirements is necessary to determining an implementation path forward. Multiple factors will need to be considered in relation to the ability of an AMIS to adequately meet the needs of Public Works and effectively integrate with the county's GIS system. The deliverables will be used to aid Thurston County in the future research, analysis, and solution development for the AMIS. The duration of the project should not exceed 4 months.

Scope: The overall scope of services is to evaluate the existing maintenance and asset management processes within Thurston County Public Works' various divisions and provide documentation of those processes as the functional and non-functional requirements related to an AMIS. This section provides the scope of work being sought, as well as identifies the specific deliverables required. Proposers should submit a proposal to provide all the services described in the scope of work. The work described

below is considered the minimum necessary to meet the county's objectives. The consultant is expected to expand on this scope based on their expertise and method of approach.

Proposers are asked to review this statement of work to determine if they offer the requested services and have the availability to meet the Thurston County Public Works' timeline. If proposers wish to move forward, a proposal is required.

Required Activities and Deliverables:

Activity 1 – Project Management

1. Project Launch

Objective – The consultant will work with TCPW and our Information Technology Department GeoData partners (GeoData) to launch and set up the project as follows:

- Project Initiation – Meet with the TCPW and GeoData Project Team (Project Team) to launch the project, provide team introductions, review the contracted scope of work, define expectations, and address any questions about the approach.
- Project Planning – Prepare project documents which will guide the project including the line of communication, resource availability and constraints, drivers and objectives, and team roles and responsibilities. Project documentation includes the following:
 - Project Plan – Develop and maintain the Project Plan including major activities, milestones, and work tasks along with due dates and assigned responsibilities. The Project Plan will be delivered for input, finalized, and returned to the Project Team for final acceptance.
 - Project Communication Plan – Work with the Project Team to clarify the approach to communication for the project and record it in a Project Communication Plan document. We believe effective communication is essential for a successful project.

2. Manage Project

Objective – The consultant will manage and monitor the Project Plan to ensure project milestones, tasks, and deliverables are completed as follows:

- Status Updates – Provide regular status updates as scheduled, review open issues, and report on progress made by key milestones and deliverables.
- Project Coordination – Work with the Project Team to manage resources, tasks, meetings, communication, and due dates.
- Risk Management – Work with the Project Team to identify, monitor, and resolve possible risks and mitigate barriers to successful completion of the project.

3. Key Deliverables

- Kick-off Presentation

- Project Plan and Project Communication Plan
- Project Management

Activity 2 – Needs Assessment

1. Discovery Workshops

Objective – The consultant will review and analyze TCPWs’ current asset management environment to discover and document system requirements across relevant business units as follows:

- Plan Workshops – Work with the Project Team to plan three days of collaborative workshops organized by function and/or business unit. Work with the project team to develop a specific schedule for the workshops. Expect to conduct four to five sessions per day for a period of three days. Tailor the schedule to ensure it best supports the business units which will be reviewed for the project. The Project Team will issue the final schedule and invite personnel to their assigned workshops.
- Review Project Related Documentation – Review any project related documentation provided by TCPW to prepare for the workshops to serve as orientation to the current environment, systems, processes, and challenges.
- Facilitate Workshops – Conduct three days of interactive and collaborative sessions on-site as scheduled. Workshops allow for collaborative dialogue across the business units for functional areas in scope to assess processes, technology, and users. The consultant will lead the discussions and gather data for key deliverables. During the discovery workshops, the following should be included:
 - Analyze how the current Asset Management Information System is used and identify relevant strengths and challenges for TCPW and our GeoData partners.
 - Work with Project Team to review the current technical environment to understand strengths, challenges, and future vision requirements (e.g., databases, interfaces, and infrastructure).
 - Identify ancillary systems used for Asset Management functions outside of the primary AMIS.
 - Gather user needs for future state operations; identify what does and does not work in the current environment and the future state vision of each business unit within TCPW.
 - Provide unbiased and objective facilitation to ensure the perspectives of all participants are understood.
 - Conduct additional post-workshop clarification calls as needed.

2. Process Improvement Analysis

Objective – Provide an overview of process improvement opportunities which may be recognized in the implementation of a new AMIS approach including:

- Business Process Review – Review the workshop notes and use consultant knowledge of Asset Management solutions and best practices to document process improvement streamlining opportunities with a replacement AMIS solution. The recommendations will consider system and structure limitations and manual processes which could be improved. As part of the process review, consultant will gain an understanding of current processes and business policies to make recommendations focused on improving efficiencies and AMIS implementation outcomes for TCPW. Consultant will recommend processes and opportunities for improvement which may be realized in a replacement AMIS software system.
- Current State Business Process Maps – Work with Project Team to identify and document Public Works Asset Management processes, including the interfaces between TCPW and GeoData. Processes should be documented in Visio and each map should include up to two rounds of the iteration with the Project Team before finalizing and delivering to the Project Team for acceptance.
- Future State Business Process Maps – Based on products produced in the process improvement workshops and the identified future requirements, document the future state processes, including the interfaces between TCPW and GeoData. Processes should be documented in Visio and each map should include up to two rounds of the iteration with the Project Team before finalizing and delivering to the Project Team for acceptance.

3. Document Requirements

Objective – The consultant will define and document TCPW specific functional, non-functional, and technical requirements for an AMIS solution as follows:

- Define Requirements – Use the data gathered during the workshops, review of documentation, and consultant experience to identify key AMIS functional, non-functional, and technical requirements specific to TCPW processes and GeoData interfaces. These requirements should consider integration with the county's GIS infrastructure and future state business process needs.
- Prepare Key Requirements Document – Aggregate the defined requirement into a written future-state Key Requirements document. The requirements should be in table format, organized by module/function, and prioritized as "Required, Important, Nice to Have or Explore".
- Finalize Key Requirements – Deliver the draft Key Requirements (useable format for an RFP) to TCPW and work with the Project Team to review. TCPW will provide feedback (one source) and the consultant will edit, finalize, and return to TCPW for final acceptance.

4. Key Deliverables

- Workshop Schedule
- Current and Future State Business Process Maps
- Key Functional/Non-Functional Requirements Document

March 22, 2024

Curtis Dunn | Infrastructure Asset Manager
Thurston County Public Works
9605 Tilley Rd. S., Bldg. C
Olympia, WA 98512

Dear Curtis Dunn:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), thank you for the opportunity to submit this letter in response to Thurston County's (the County's) Statement of Work for an Asset Management Information System Needs Assessment and Requirements Documentation. **This project will be procured under the Washington State Department of Enterprise Services Contract Number 01620 for Business Consulting Services.**

UNDERSTANDING THE COUNTY'S NEEDS

With more than 300,000 residents, Thurston County Public Works (TCPW) addresses critical infrastructure needs across its seven operational units—Water and Sewer Utilities, Storm and Surface Water Utility, Solid Waste Utility, Traffic Operations, Roads and Highways, Road Operations, and Parks and Trails. As such, TCPW must leverage robust asset management system functionality to efficiently and effectively track and maintain its far-reaching infrastructure asset network. TCPW's existing asset management system, VUEWorks, has been in place for several years; however, its phased implementation and inability to sync with the geodata infrastructure has created significant impacts on asset management processes. A needs assessment is now required to define system requirements and determine the best path forward, assuming the County will eventually need to procure and implement a modern asset management system. In partnership with a highly qualified consulting team, the County will explore its current and future assessment management processes by way of document and data review, workshop facilitation, thorough process improvement analysis, and current and future state business process mapping in order to best define appropriate functional, non-functional, and technical requirements.

Why Choose the BerryDunn Team?

We would consider it a privilege to serve as the County's partner on this project. We have led dozens of comparable projects in the local government landscape; bring strong functional area expertise; offer a strong presence in the State and the Pacific Northwest; and possess many other attributes that other proposers may be troubled to match. On the following pages, we further describe the value we offer the County and TCPW on this important effort.



Embedded subject matter expertise. BerryDunn's Community Development and Utility Operations Practice (CDUO) is composed of highly skilled and experienced project team members who leverage industry best practices and firsthand experience in conducting their work. Of note to the County and TCPW, our proposed business analyst and public works subject matter expert (SME), Andrea Brinkley, has 24 years of public-sector leadership experience, serving the needs of public works, capital improvement, and public utilities

departments. She has led the development of numerous capital improvement plans and key process improvement initiatives in relevant departments and leverages industry best practices from the American Public Works Association (APWA) and the American Water Works Association in these efforts. Our team is also complemented by our proposed business analyst and geographic information system (GIS) SME, Pete Croswell, who has an in-depth understanding of GIS program evaluation, design, and planning. He has authored several papers, special publications, and books on GIS and IT planning and implementation, including the recently published GIS Management Handbook, which covers concepts and best practices for GIS program and project

planning, implementation, and operations. We will leverage the expertise of Andrea, Pete, and others on our proposed project team to deliver exceptional outcomes to the County and TCPW.



A proactive approach to conducting activities across the system replacement life cycle.

Our approach is multifaceted and considers how early activities impact the success of the eventual implementation effort. As we seek to gain a clear understanding as to the full scope of the current environment and define requirements that will meet current and future asset management needs, we will seek to mitigate challenges that are most common and develop recommendations that will make the strongest impact. We bring familiarity across the full system replacement life cycle, and as a result, we add value at every step and can proactively plan for a more streamlined implementation process.



Independence and objectivity. Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further, we do not have any preferred vendors and the County will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell

hardware or software products. This—along with our BerryDunn Bridge program—allows us to provide unbiased system consulting services and only work in the County's best interests at all times.



A tailored approach rooted in proven methodologies and based on the County's specific needs. Our work for the County will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®). These methodologies provide a proven framework for leading any type of project—keeping it on time, on budget, and progressing at a healthy pace. We are also well-versed in business process mapping software and approach—particularly BPMN 2.0—allowing us to visually

depict as-is and to-be environments, confirm our understanding of our clients' current and desired processes, and help ensure optimal efficiency and productivity. We will leverage these and other tools, as well as remain flexible to the nuanced needs of the County, to effectively guide and support this effort.



Demonstrated commitment to serving clients in the State and the Pacific Northwest. We have conducted dozens of projects in the Pacific Northwest, including numerous system assessment and replacement projects, and employ local resources to provide firsthand insights where it will benefit the County most. Our relevant clients in the region include the City of Beaverton, Oregon; the Cities of Hillsboro, Richland, Vancouver, and Woodinville, Washington; and Clark County, Washington. Using our expansive knowledge and lessons

learned from these projects and firsthand experiences, we will provide the County with relevant insights, superior services, and optimal outcomes on this engagement.

INTRODUCING BERRYDUNN

BerryDunn is a nationally recognized independent management and IT consulting firm founded in 1974 and headquartered in Portland, Maine. We have experienced sustained growth throughout our 50-year history by delivering a high level of service to clients in all 50 states—including dozens in Washington State (the State) and the broader Pacific Northwest—Puerto Rico, and Canada.

Our Consulting Services Team has been serving state, local, and quasi-governmental agencies for over 30 years, and we have more than 335 consultants with broad specialization across local government. From extensive project experience for more than 650 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services that supports our ability to complete tasks outlined by the County on this initiative. These include:

- **Business Process Improvement, Reviews, and Redesign**
- **Software Planning and Procurement**
- Software Implementation Project Management and Oversight
- Organizational Change Management
- Performance Analyses
- Organizational, Operational, and Staffing Analyses
- Cost of Service and Fee Studies
- IT Assessments and Strategic Planning
- Comprehensive/Master Planning
- Enterprise and Departmental Strategic Planning
- Project Assessments and Remediation
- Leadership and Organization Development

Additionally, our team members have prior experience leading state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County and TCPW serve.

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Specialization



Proposing as the County's dedicated partner, **CDUO** focuses on providing a variety of services related to municipal and county systems, processes, regulations, and fees. This practice brings functional area expertise across asset management, public works, permitting, licensing, land management, zoning, inspections, planning, code enforcement, development, work order, and more. Our familiarity with these functional areas both in our consulting work and our team members' prior experience serving in the local government landscape will help ensure we effectively assess the County's current environment and prepare for a sounder future asset management state. Also, of note to the County, we have conducted more than 100 system replacement projects and are familiar with all major asset management systems—including VUEWorks—and associated functionalities as a result.

INDUSTRY PROJECT EXPERIENCE HIGHLIGHTS

We take pride in our long history working directly with public works, permitting, land management, development services, community development, planning, and building departments. From this experience, we have gained an in-depth familiarity and understanding of the complexity of the services the County and TCPW provide, as well as its customers and the systems and processes that support the delivery of services to customers.

Table 1 presents highlights of our relevant experience for the County's review, particularly projects where public works or asset management were in scope or technology and/or business processes were being modernized. References to community development systems refer to systems used to manage asset management, planning, permitting, inspection, code enforcement, and licensing processes.

Our broader systems consulting experience can be found in Appendix B.

Table 1: Relevant Industry and Project Experience Highlights

Client	Worked Performed
City of Attleboro, Massachusetts	Development Review Process Improvement Services
City of Beaverton, Oregon	Community Development System Selection and Implementation Project Management
City of Boca Raton, Florida	Community Development System Selection and Implementation Assistance
City of Boston, Massachusetts	Business Process Mapping and Improvement of Right-of-Way Coordination and Management
City of Broken Arrow, Oklahoma	Community Development System Selection and Implementation Project Management Assistance
City of Denton, Texas	Enterprise Asset Management Assessment and System Selection
City of Detroit, Michigan	Housing and Revitalization Department Software Needs Assessment and Requirements Development
City of Farmers Branch, Texas	Community Development System Selection and Implementation Project Management Assistance
City of Fort Worth, Texas	Structural Efficiency Study for Development Services Department
City of Frisco, Texas	As-Is Process Diagramming and Improvement Recommendations for Plan Review Processes Electronic Plan Review (EPR) System Selection and Implementation Oversight
City of Hillsboro, Oregon	Community Development System Selection Assistance
City of Irvine, California	Community Development Permit Software Needs Assessment and Implementation Project Management Services Work Order Management System Assessment and Selection
City of Leander, Texas	Development Process Review

Client	Worked Performed
City of Miami Beach, Florida	Review of Regulations and Processes Relating to Development Projects
City of Philadelphia, Pennsylvania	Philadelphia Water Permit Tracking Replacement System Philadelphia Parks and Recreation (PPR) Asset Management Assessment and Requirements Development
City of Plano, Texas	Development Services Solution Selection and Implementation Project Management Assistance
City of Puyallup, Washington	As-Is Business Process Diagramming for Community Development Functions
City of Richland, Washington	Community Development Business Process Review
City of Rockville, Maryland	Community Development Business Process Mapping, Analysis, and Training
City of Scottsdale, Arizona	Community Development System Selection Assistance
City of Tucson, Arizona	Community Development System Selection Assistance and Implementation Support
City of Wilmington, North Carolina	Community Development System Selection and Implementation Project Management
City of Woodinville, Washington	Permitting Operations Improvement Implementation
Town of Wells, Maine	Permitting Process Review
Village of Schaumburg, Illinois	Permitting and Inspections Operational Study
Clark County, Washington	Environmental Public Health System Selection and Implementation Project Management
Doña Ana County, New Mexico	Community Development System Selection Assistance
Maui County, Hawai'i	Needs Refinement and Permit Software Acquisition
Pitkin County, Colorado	Community Development System Selection and Implementation Assistance
Pitkin County, Colorado	Community Development Department Process Review
Sonoma County, California	Management Study for Permitting and Resource Management Department
Travis County, Texas	Consultation Development Review Process and Fees

PROPOSED PROJECT TEAM

We are pleased to propose a project team with in-depth experience leading related projects, as well as multi-disciplinary backgrounds in the public sector. We pride ourselves on project team cohesiveness, and our culture fosters clear communication, an understanding of team members' responsibilities, and the expectation to support each other throughout the project. While our project team members individually bring expertise to this project, as a group they will provide the County with a strong, objective team that establishes credibility,

professional trust, and cooperative working relationships with the County's project manager, staff, and internal and external stakeholders alike.

On the following pages, we provide details of our project team members' roles, responsibilities, and key qualifications for the County's further review and consideration. **Full resumes are provided in Appendix A.**



Kevin Price | Project Principal

MPP, PMP®, Prosci® CCP

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads CDUO, assisting agencies like the County with business process improvement, system selection and implementation, and fee analysis projects. He has led business process improvement, system selection, and strategic planning projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas. A certified Project Management Professional® (PMP®), Kevin has extensive experience in assessing the business needs and processes of municipal clients for asset management, licensing, permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients.

As **project principal**, Kevin will:

- Have overall responsibility for the services we have proposed to the County
- Help ensure the commitment of our firm and appropriate resource allocation
- Review and approve all deliverables in accordance with BerryDunn's quality assurance processes



Austin Nichols | Project Manager

MBA

Austin is a senior consultant in our Local Government Practice Group and specializes in leading software system assessment and replacement projects, both as a consultant and former local government leader. Having led multiple software system replacement projects, Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale projects, including enterprise resource planning (ERP) and computer-aided dispatch (CAD)/record management systems (RMS), developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.

As **project manager**, Austin will:

- Act as the primary liaison with the County
- Be responsible for maintaining a constructive and clear line of communication between the County's staff and BerryDunn
- Monitor project progress
- Track the initiation and completion of tasks and milestones



Joseph Bergeon | Business Analyst

BS

Joseph is a consultant in our Local Government Practice Group and regularly supports CDUO. He brings experience in government and community engagement at the local and federal levels. Joseph is focused on operational management, business process

improvement, and analytical review for government institutions in the education, legislative, and community governance fields. Joseph has served in a similar role for the Cities of Denton and Fort Worth, Texas.

As **business analyst**, Joseph will:

- Assist the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner



Andrea Brinkley | Business Analyst and Public Works SME

MPA, PMP®

Andrea is a senior consultant in BerryDunn's Local Government Practice Group. She has 24 years of municipal government experience in the State that includes leadership roles in public works, public utilities, capital improvement program execution. She has extensive experience in operational and capital improvement budgets, training, project management, analysis of service delivery, operational assessment, engagement with local government communities, and leading a diverse staff with a collaborative and participatory approach. She has worked with utilities, public works, and finance department teams to formulate project-related costs, forecasting, and assisted with programming and planning for debt issuances and new source funding for a successful outcome of a five-year Capital Improvement Program. Andrea has experience with City councils, water authorities and citizen task forces.

As **business analyst and public works SME**, Andrea will:

- Support our review of the County's public works environment
- Support the development of our written deliverables
- Help facilitate Discovery Workshops with stakeholders
- Help develop recommendations and requirements for the County's future state



Pete Croswell | Business Analyst and GIS SME

PMP®, GISP, CMS

Subcontractor

Pete has over 40 years of experience in IT requirements assessment, business process evaluation, IT planning, quality assurance, and project management. He began his career as an IT analyst and manager for a local government organization and, for the past 30 years, has worked as a consultant for a wide range of public-sector organizations—including IT-related projects for over 45 local governments in the U.S. and Canada. He combines detailed technical expertise with seasoned management and communication skills. He is a certified PMP® and an author of many professional publications on IT management and technical topics. In addition to his consulting work, Pete is an adjunct instructor for the Penn State University Dutton E-Education Institute teaching courses on IT project management. He has in-depth experience with a range of systems important for local government operations including ERP and financial management, GIS systems and structures, infrastructure asset management, plan/permit management, document management, and public safety dispatch and records management.

As **business analyst and GIS SME**, Pete will:

- Support our review of the County's GIS environment
- Support the development of our written deliverables
- Help facilitate Discovery Workshops with stakeholders
- Help develop recommendations and requirements for the County's future state



APPROACH AND WORK PLAN

Project Management Methodology

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s A Guide to the Project Management Body of Knowledge® Guide (PMBOK® Guide). Of note to the County, our proposed project principal, Kevin Price, is a certified PMP® and highly skilled in keeping projects on time, on budget, and progressing at a healthy pace.

Change Management Methodology

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of related projects. We have observed resistance to change in virtually all our engagements, and we will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current licensing and permitting processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained over 100 consultants to become Prosci® Certified Change Practitioners (CCPs). **A central focus of the Prosci® change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change.** Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly and in alignment with the level of change management focus applied to the project. Even small increases in focus on change management are likely to have a positive impact on project success.

We proudly tailor our projects to recognize the work our clients do every day. We care about what we do, and we care about the people impacted by our work.

Work Plan

BerryDunn strives to be flexible when it comes to developing and executing an effective work plan. **We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs.** This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

The County can expect our approach to offer the following key benefits:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace—for the County's stakeholders to understand why and how findings and recommendations will improve the current asset management environment
- A needs assessment that will include all functional areas within scope, and focus on how those areas interact with each other and integrate with existing systems

- Thorough business process improvement activities, helping the County identify root causes of process and/or system deficiencies
- A focus on taking full advantage of technology and harnessing efficiencies by reviewing business practices or enhancing existing business processes performed
- An ability to satisfy all requirements set forth in the County's scope of work

Below and on the following pages, we outline the key steps and milestones the County can expect from our approach. We will approach this project with a focus on developing recommendations that align fact-finding outcomes, assessment results, stakeholder feedback, and more.



Phase 0: Project Initiation and Ongoing Project Management

0.1 Conduct initial project planning and a project kickoff call. We will conduct an initial project planning and project kickoff teleconference with the County's project management team (to include TCPW and the GeoData project teams) to introduce key team members, discuss the project's purpose and goals from a leadership perspective, review the contracted scope of work, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate County staff members involved in the project.

0.2 Develop a Project Work Plan, Communication Plan, and Schedule. Based on the information gathered from our initial project planning and project kickoff teleconference, we will develop the Project Work Plan, Communication Plan, and Schedule. In addition to the components gathered from Task 0.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the County, include a Communication Plan (documenting our approach to communication for the project), outline the agreed-upon time frame for each task, and detail agreed-upon procedures between our project team and the County's related to project control, including quality management and deliverable submission/acceptance management. Having clear expectations and effective communication is essential to facilitating a successful project. Once complete, we will facilitate a work session with the County's project management team to solicit feedback before updating the Project Work Plan and Schedule to final.

➞ Deliverable 1 – Project Work Plan, Communication Plan, and Schedule

0.3 Develop Biweekly Project Status Updates. Throughout the project, our project manager, Austin Nichols, will provide Biweekly Project Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the County's project manager to review the status updates.

➞ Deliverable 2 – Biweekly Project Status Updates



Phase 1: Needs Assessment and Process Improvement Analysis

1.1 Develop and issue an information request. Prior to conducting our work, we will provide the County's project management team with an information request sheet to help gather available documentation to support the work effort and better understand the current asset management environment. We will respectfully request that the County's project management team provide the documentation prior to the Discovery Workshops, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time.

1.2 Review the results of the information request and prepare for the Discovery Workshops. We will review the results of the information request once completed. As mentioned, this preliminary work will help us to establish a foundational understanding of the County's asset management current environment, including applicable systems, processes, and challenges, and inform the upcoming Discovery Workshops. It will also minimize the time needed to familiarize our team to the County's business processes, thereby limiting the burden on County staff. In preparation for the Discovery Workshops, we will also develop detailed agendas to guide discussions.

1.3 Facilitate a project Kickoff Presentation. We will prepare for and facilitate an in-person project Kickoff Presentation with County project stakeholders that will serve as an opportunity to introduce our project team members, communicate the purpose of the project, review project timelines, and review stakeholder involvement expectations. As part of this presentation, the County's project sponsor is expected to participate and speak to the goals of the initiative.

1.4 Facilitate Discovery Workshops. Following the project Kickoff Presentation, we will conduct a series of Discovery Workshops with the County's representatives by business unit— Water and Sewer Utilities, Storm and Surface Water Utility, Solid Waste Utility, Traffic Operations, Roads and Highways, Road Operations, and Parks and Trails—over a period of three days with the objective of reviewing and analyzing TCPW's current asset management environment and documenting system requirements across relevant business units. These meetings may take the form of interviews with staff, process observation, field ride-alongs, and as desired, sessions with customers. Working collaboratively across business units, we will assess processes, technology, and users to better understand strengths and challenges, potential ancillary systems outside of the primary asset management system, user needs for future state operations, and what does and does not work in the current environment and future state vision for TCPW and its business units.

1.5 Conduct follow-up as needed. We will conduct follow-up via web conference as needed to confirm and clarify our understanding of the County's current asset management state. It is our goal to be thorough in this process to help ensure the future state is reflective of and addresses current needs.

➞ Deliverable 3 – Kickoff Presentation and Discovery Workshops

1.6 Prepare for and conduct as-is process diagramming. Based on the information collected during the Discovery Workshops, we will work with the County's project management team to identify the critical processes that should be diagrammed—up to 32 business processes. We will also develop a diagramming schedule and prepare materials to support diagramming activities. During the diagramming process, we will diagram the County's current processes in Visio via teleconference work sessions, noting points in the process where there are deviations and workarounds. These deviations and workarounds will help to define opportunities for improvement in the process. Diagramming will also include an understanding of tools and technology used in the process and explore opportunities to increase the use of technology and automation.

1.7 Conduct follow-up to as-is process diagramming as needed. We will conduct follow-up as needed to clarify our understanding of the County's current business processes and update the As-Is-Process Diagrams.

1.8 Review As-Is Process Diagrams with the County's project team to finalize. We will conduct as-is process diagramming work sessions via videoconference with the County to review the diagrams before updating them to final based on the County's feedback. It will be important to validate our understanding as it will be the basis for developing recommendations for improving the County's asset management environment. While we anticipate two review iterations, we do not place a limit on the number of reviews allowed.

➞ Deliverable 4 – As-Is Process Diagrams

1.9 Develop a Current State Assessment and Recommendations for Improvement Report. We will draft a Current State Assessment and Recommendations for Improvement Report based on information collected through the Discovery Workshops and process diagramming work sessions. We will identify opportunities for

improvement and recommended changes to current processes, as well as provide best practice considerations from the APWA and other relevant sources. Upon completion, we will facilitate a work session with the County's project management team to review the report and its contents and solicit feedback before updating it to final.

➞ Deliverable 5 – Current State Assessment and Recommendations for Improvement Report

1.10 Develop future state (To-Be) Process Diagrams. Based on the recommended improvements identified in the Current State Assessment and Recommendations for Improvement Report, we will develop To-Be Process Diagrams to visually depict how processes would be conducted in an optimal asset management state. We will then facilitate a work session with the County's project team to review the To-Be Process Diagrams to solicit feedback before updating them to final. As with the As-Is Process Diagram review process, the To-Be Process Diagram review process is likely to involve two review iterations, and we do not place a limit on the number of reviews allowed.

➞ Deliverable 6 – To-Be Process Diagrams



Phase 2: Requirements Documentation

2.1 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of functional and technical requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. Drawing from this database and the results of the Discovery Workshops, the Current State Assessment and Recommendations for Improvement Report, To-Be Process Diagrams, and our experience conducting similar projects, we will make refinements for those processes that are critical or unique to the County. These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined up front for most of our clients.

➞ Deliverable 7 – Preliminary Functional and Technical Requirements

2.2 Conduct joint requirements planning (JRP) work sessions to update the requirements to final. We will facilitate a series of JRP work sessions with County stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by functional area that met during the Discovery Workshops to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the County's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

➞ Deliverable 8 – Final Functional and Technical Requirements

PROPOSED FEE

BerryDunn's fixed fee for conducting the County's project is \$89,310. Table 2, on the following page, presents a breakdown of our proposed fees by deliverable.

Our proposed fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the County with the appropriate number of resources and a level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Table 2: BerryDunn's Proposed Fees by Deliverable

Phase	Fee
D1. Project Work Plan, Project Communication Plan, and Schedule	\$6,045
D2. Biweekly Project Status Updates	\$5,850
D3. Kickoff Presentation and Discovery Workshops	\$25,545
D4. As-Is Process Diagrams	\$13,650
D5. Current State Assessment and Recommendations for Improvement Report	\$14,430
D6. To-Be Process Diagrams	\$7,215
D7. Preliminary Functional and Technical Requirements	\$5,265
D8. Final Functional and Technical Requirements	\$11,310
Total Services Cost	\$89,310
Travel Expense Estimate	\$ 10,000

Our fee proposal assumes that satisfying a deliverable is based on the County's signed acceptance. We will work with the County's project manager to update our deliverables as required until they are accepted by the County. The County will not incur any additional costs associated with the process of reaching deliverable acceptance.

IN CLOSING

As a principal in our Local Government Practice Group and leader of CDUO, I am authorized to bind BerryDunn to the commitments made herein. I can also positively commit that if chosen to partner with the County on this initiative, we will perform all requested services. Our proposal is a firm and binding offer valid for 90 days following the submission date of March 22, 2024. **That said, please consider me your primary point of contact should the County have any questions or updates during the evaluation process.**

Sincerely,



Kevin Price, MPP, PMP®, Prosci® CCP, Principal
 2211 Congress Street, Portland, ME 04102
 207-541-2379 | kprice@berrydunn.com

APPENDIX A. RESUMES



Kevin Price, MPP, PMP®, Prosci® CCP

Principal

EDUCATION AND CERTIFICATIONS

Master's degree, Public Policy and Management, Concentration in Financial Management, University of Southern Maine

Bachelor's degree, Economics and Political Science, University of Maine

Project Management Professional® (PMP®), Project Management Institute®

Prosci® Certified Change Practitioner

Lean Six Sigma Green Belt Certified

MEMBERSHIPS

City of Westbrook, ME Planning Board, 2023 – present

City of Westbrook, ME Sewer Commission – Member, 2021 – present

Kevin Price is a principal in BerryDunn's Consulting Services Team. In this role, he assists local government clients with business process improvement, strategic and comprehensive planning, fee analysis, system selection, and implementation projects. He has extensive experience assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions.

RELEVANT EXPERIENCE

Project Management: Kevin has managed large projects for some of BerryDunn's most complex local government clients. He is adept at keeping projects on track and on schedule while meeting the dynamic and sometimes evolving needs of clients. He previously led BerryDunn's Engagement Management and Vehicle Blight Projects for the City of San José, California.

System Selection and Implementation: Kevin has assisted BerryDunn clients with every stage of system replacement and implementation projects, from needs assessment to requirements definition, RFP development, proposal evaluation, facilitation of vendor demonstrations, contract negotiation, and implementation project management. Most recently, he assisted the City of Plano, Texas, with the selection of a new permitting system.

Process Analysis and Improvement: Kevin has assisted BerryDunn clients with process improvement projects as part of system replacement projects and as standalone projects. Kevin has previously led the process improvement projects with the Cities of Rockville, Maryland; Scottsdale, Arizona; Philadelphia, Pennsylvania; and Frisco, Texas. He also led the mapping of Community Development and Utility Operations processes for the City of Richland, Washington.



Austin Nichols, MBA

Project Manager | Senior Consultant

EDUCATION AND CERTIFICATIONS

MBA, University of Texas
Arlington

Bachelor's degree, Texas Tech
University

REPRESENTATIVE CLIENTS

- ▶ City of Amarillo, TX
- ▶ City of Aventura, FL
- ▶ City of Big Spring, TX
- ▶ City of Denton, TX
- ▶ City of Irvine, CA
- ▶ City of Frisco, TX
- ▶ City of Lubbock, TX
- ▶ City of Plano, TX
- ▶ City of Philadelphia, PA
- ▶ City of Scottsdale, AZ
- ▶ City of St. Charles, MO
- ▶ City of Tempe, AZ
- ▶ City of Vancouver, WA
- ▶ City of Weatherford, TX
- ▶ Jefferson Parish, LA
- ▶ Metropolitan Government of Nashville and Davidson County, TN

Austin Nichols is a senior consultant in our Local Government Practice Group. Having led multiple software system replacement projects, Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale projects, including enterprise resource planning (ERP) and computer-aided dispatch (CAD)/record management systems (RMS), developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.

RELEVANT EXPERIENCE

Business Analysis Project Management: Austin managed the implementation of an ERP software project including finance, human resources, and utility billing modules as well as a CAD/RMS software project to modernize the operational processes of the City of Weatherford, Texas Police and Fire Departments. Having analyzed business processes across multiple functional departments to help ensure maximum effectiveness of operations, he recommended solutions to executive leaders by prioritizing technical and functional requirements of City departments. He has experience coordinating training operations for 400+ employees.

Process Improvement: Austin leads many of our process improvement projects. He conducts as-is and to-be process diagramming to thoroughly understand a system's current state and to identify future features and processes that will best support the end users. This objective analysis helps stakeholders identify and prioritizes upgrades and improvements.

Leadership: Austin leverages his ability to set goals, formulate effective action plans, and translate executive directives to line-level employees in his managing multimillion-dollar project and departmental budgets. He is adept at interdepartmental coordination and communication and managing effective change.



Joseph Bergeon

Business Analyst | Consultant

EDUCATION AND CERTIFICATIONS

BS, Global Business and Economics, Salve Regina University

IC3 Digital Literacy Certification
Global Standard 5 – Microsoft Key Applications

MEMBERSHIPS

Senator George J. Mitchell Institute Scholar

United States Senate Youth Scholar

Pell Honors Program and McAuley Scholar

Sigma Beta Delta, Business Honor Society

Omicron Delta Epsilon, Business Honor Society

Joseph Bergeon is a consultant in BerryDunn's Consulting Services Team. Joseph brings experience in government and community engagement at the local and federal levels. Joseph is focused on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields.

RELEVANT EXPERIENCE

Government: Joseph has experience working in the U.S. Senate as well as supporting municipal planning and regional school administration. He has worked with policy makers at local and federal levels. In these roles, he excelled at processing information from the community and disseminating data to executive leaders. He served as point of contact for cases with agencies including the Internal Revenue Service, the Department of Veterans Affairs, the Social Security Administration, and the Centers for Medicare & Medicaid Services.

Consulting: Joseph is experienced in developing project deliverables for clients. He regularly supports fact-finding interviews, business process improvement, and public engagement. He collaborates with managers and senior consultants to manage client meetings and public engagement sessions on comprehensive planning, cost recovery analysis, systems selection and implementation projects, IT management and operations assessments, and data management and governance strategies.

Community Involvement: Joseph has experience in student government and various community service organizations. He represented student interests on a regional board of school directors for two years, affecting policy change and contributing to strategic planning. He also served for two years on a municipal comprehensive planning committee in Maine.

REPRESENTATIVE CLIENTS

- ▶ City of Denton, TX
- ▶ City of Midland, TX
- ▶ City of Vancouver, WA
- ▶ City of Wichita Falls, TX
- ▶ Mobile County Health Department, AL
- ▶ Town of Prescott Valley, AZ



Andrea Brinkley, MPA, PMP®

*Business Analyst and Public
Works SME | Senior Consultant*

EDUCATION AND CERTIFICATIONS

Master of Public Administration,
Western Michigan University

Bachelor of Arts in Geography,
Calvin University

Project Management
Professional® (PMP®)

PROFESSIONAL AFFILIATIONS

American Public Works
Association (APWA), Texas
Chapter

American Water Works
Association

Project Management Institute®
(PMI®), Austin Chapter, 2007 –
Present

International City Management
Association, Member, 2014

AWARDS

Citation for Exemplary Service to
Public Works, APWA Texas, 2022

Andrea Brinkley has over 20 years of municipal government experience that includes leadership roles in capital improvement program execution, public works, and public utilities. She has extensive experience in operational and capital improvement budgets, training, project management, analysis of service delivery, operational assessment, leading a diverse staff, engagement with local government communities, and leading with a collaborative and participatory approach.

RELEVANT EXPERIENCE

Public Works Management: Andrea has experience leading and developing public works staff in field operations, utilities, and capital improvements, which included assessing, hiring, and onboarding multiple new staff for growing departments. Andrea has assessed staffing needs, created career ladders, and built a foundation for solid operations with new policies, procedures, job descriptions, training, professional services agreements, construction contracts, and financial administrative procedures.

Capital Program and Project Management: Andrea has experience managing the development and implementation of multiple five-year capital improvement plans to provide transparency and project cost clarity to the public. She had oversight of \$1.5 billion in capital projects, and has experience obtaining new local, state, and federal funding for utilities and transportation projects totaling \$88-million. She created the Standard Operating Procedures for construction as part of the Project Delivery Manual, including project delivery methods, public communication plans, risk management, and project controls. Andrea has managed state and federal funded transportation and water resource projects, including budget, contracts, and agreements, reporting, and performance measures. She is skilled in team building, facilitation, and conflict resolution.

Process Development and Improvement: Andrea's public-sector experience includes analyzing and implementing key process improvements related to administration, contracting, financial management, and staff development. While serving as assistant director for the City of Pearland, Texas' Public Works Department, she led the development of a department-level assessment and strategic plan. She also developed a department-level emergency operations plan.



Pete Croswell, MA, PMP®, CISP, CMA

*Business Analyst and GIS SME |
Subcontractor*

EDUCATION AND CERTIFICATIONS

MA, Geography and Geology,
Western Illinois University

BA, Geography and Math, SUNY
Albany

Information technology certificate
program in the University of
Louisville Delphi Center (IT
system administration and
management; networking; Web
design/development; database
management)

IT Professional Certificate,
University of Louisville

Certified Project Management
Professional® (PMP®), Project
Management Institute®

ASPRS Certified Mapping
Scientist

Pete Croswell is president and lead consultant for Croswell-Schulte IT Consultants. He is also a former board member and president for the Urban and Regional Information Systems Association. He has over 40 years of experience in IT requirements assessment, business process evaluation, IT planning, quality assurance, and project management. He began his career as an IT analyst and manager for a local government organization and, for the past 30 years, has worked as a consultant for a wide range of public-sector organizations. He combines detailed technical expertise with seasoned management and communication skills. He is a certified PMP® and an author of many professional publications on IT management and technical topics. In addition to his consulting work, Pete is an adjunct instructor for the Penn State University Dutton E-Education Institute teaching courses on IT project management.

RELEVANT EXPERIENCE

GIS Technologies and Governance: Pete has an in-depth understanding of municipal government programs, including property assessment, management of real property transactions, infrastructure asset management, land planning and development, and GIS program evaluation, design, and planning. He has authored several papers, special publications, and books on GIS and IT planning and implementation, including the recently published *GIS Management Handbook*, which covers concepts and best practices for GIS program and project planning, implementation, and operations.

Most of Pete's consulting experience has been for local government and utility organizations throughout the U.S. and Canada. He has worked with BerryDunn on a large number of local government consulting projects over the past 10 years. Some clients are listed below:

- ▶ City of Worcester, MA
- ▶ City of Philadelphia, PA
- ▶ Cuyahoga County, OH
- ▶ Loudon County VA
- ▶ City of Rio Rancho, NM
- ▶ City of Sioux Falls, SD
- ▶ City of Rochester, NY
- ▶ City of Alexandria, VA
- ▶ Glynn County, GA
- ▶ City of Raleigh, NC

APPENDIX B. BROADER SYSTEMS CONSULTING EXPERIENCE

Table 3, on the following pages, is a summary of public-sector system consulting projects with which our firm has assisted **in the last three years**. We also provide population data to offer additional context regarding our experience.

Table 3: Systems Consulting Experience Across the Full Life Cycle

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Counties and Regional Governments							
Berks County, Pennsylvania (415,000)	●	●	●	●	●	●	
Chesterfield County, Virginia (353,000)	●	●	●	●	●	●	
Clark County, Washington (488,000)	●	●	●	●	●	●	●
Coconino County, Arizona (140,000)						●	●
Doña Ana County, New Mexico (218,000)	●	●	●	●	●	●	
Ellis County, Texas (185,000)	●	●	●	●	●	●	●
Guilford County, North Carolina (537,000)							●
Hamilton County, Indiana (338,000)	●	●	●	●	●	●	●
Henrico County, Virginia (325,000)	●	●	●	●	●		
Kaua'i County, Hawai'i (72,000)	●	●	●	●	●		
Maui County, Hawai'i (167,000)	●	●	●	●	●	●	
Lafayette Consolidated Government, Louisiana (242,000)	●	●	●	●	●	●	
Louisville/Jefferson County Metro, Kentucky (740,000)	●	●	●	●	●	●	●
Mobile County, Alabama (415,000)	●	●	●	●	●	●	●
Monroe County, Florida (74,000)	●	●	●	●	●	●	●

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Award	Implementation Assistance
Montgomery County, Pennsylvania (831,000)	●	●	●	●	●	●	●
Outagamie County, Wisconsin (184,000)	●	●	●	●	●	●	●
Peoria County, Illinois (179,000)	●	●	●	●	●	●	●
Person County, North Carolina (39,000)							●
Saginaw County, Michigan (191,000)	●	●	●	●	●	●	●
Scott County, Iowa (166,000)	●	●	●	●	●	●	●
Yamhill County, Oregon (107,000)	●	●	●	●	●	●	●
Municipalities							
City of Alameda, California (79,000)							●
City of Amarillo, Texas (199,000)	●	●	●	●	●	●	●
City of Aurora, Colorado (369,000)	●	●	●	●	●	●	●
City of Avondale, Arizona (85,000)	●	●	●	●	●	●	●
City of Beaverton, Oregon (97,000)	●	●	●	●	●	●	●
City of Boca Raton, Florida (91,000)	●	●	●	●	●	●	●
City of Broken Arrow, Oklahoma (112,000)	●	●	●	●	●	●	●
City of Cedar Falls, Iowa (41,000)	●	●	●	●	●	●	
City of Coral Springs, Florida (128,000)	●	●	●	●	●	●	●
City of Danville, Virginia (41,000)	●	●	●	●	●	●	
City of DeSoto, Texas (53,000)	●	●	●	●	●	●	
City of Detroit, Michigan (675,000)	●	●	●	●	●	●	●
City of Dover, Delaware (37,453)	●	●	●	●	●	●	●
City of Edina, Minnesota (52,000)	●	●	●	●	●	●	●

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Award	Implementation Assistance
City of Fargo, North Dakota (122,000)	●	●	●	●	●	●	
City of Farmers Branch, Texas (35,000)	●	●	●	●	●	●	●
City of Fort Collins, Colorado (165,000)	●	●					
City of Fountain Valley, California (56,000)	●	●	●	●	●	●	●
City of Frisco, Texas (177,000)	●	●	●	●	●	●	●
City of Gaithersburg, Maryland (68,000)	●						
City of Grand Prairie, Texas (193,837)							●
City of Helena, Montana (32,000)	●	●	●	●	●	●	●
City of Independence, Missouri (117,000)	●	●	●	●	●	●	●
City of Irvine, California (273,000)	●	●	●	●	●	●	●
City of Irving, Texas (230,000)	●	●	●	●	●	●	●
City of Lakeville, Minnesota (64,000)	●	●	●	●	●	●	●
City of Lawrence, Kansas (96,000)	●	●	●	●	●	●	●
City of Livermore, California (90,000)	●	●	●	●	●	●	
City of Long Beach, California (470,000)							●
City of Mansfield, Texas (70,000)	●	●	●	●	●	●	
City of McKinney, Texas (181,000)	●	●	●	●	●	●	●
City of Midland, Texas (119,000)	●	●	●	●	●	●	●
City of Minot, North Dakota (48,000)						●	●
City of Ormond Beach, Florida (42,000)							●

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Award	Implementation Assistance
City of Philadelphia, Pennsylvania (1,581,000)	●	●					
City of Plano, Texas (287,000)	●	●	●	●	●	●	
City of Puyallup, Washington (41,000)						●	●
City of Redding, California (92,000)	●	●	●	●	●	●	●
City of Richland, Washington (53,000)	●	●	●	●	●	●	●
City of San Leandro, California (90,000)	●	●	●	●	●	●	
City of Simi Valley, California (126,000)							●
City Spokane Valley, Washington (98,000)	●	●	●	●	●	●	●
City of St. Charles, Missouri (70,000)	●	●	●	●	●	●	
City of Sugar Land, Texas (89,000)			●	●	●	●	●
City of Tampa, Florida (388,000)	●	●	●	●	●	●	●
City of Tucson, Arizona (525,000)	●	●	●	●	●	●	●
City of Weatherford, Texas (31,000)	●	●	●	●	●	●	●
City of Wheat Ridge, Colorado (31,000)	●	●	●	●	●	●	
City of Wilmington, North Carolina (117,000)	●	●	●	●	●	●	●
City of Worcester, Massachusetts (185,000)	●	●	●	●	●	●	●
Village of Downers Grove, Illinois (49,000)	●	●	●	●	●	●	●
Village of Oak Park, Illinois (52,000)	●	●	●	●	●	●	●
K-12 Public Education							

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Award	Implementation Assistance
Laramie County School District One, Wyoming (14,000 students)	●	●	●	●	●	●	
Syracuse City School District, New York (20,000 students)					●	●	●
Regional and Special Purpose							
Chicago Metropolitan Agency for Planning, Illinois (CMAP) (2,710,000)	●	●	●	●	●	●	●
Omaha-Council Bluffs Metropolitan Area Planning Agency, Nebraska (968,000)	●	●	●	●	●	●	
Tri-County Health Department, Colorado (1,400,000)	●	●	●	●	●	●	●
Waste Commission of Scott County, Iowa	●	●	●	●	●	●	
State Agencies and Divisions							
Massachusetts Development Finance Agency	●			●	●	●	●
Missouri Office of Administration, IT Services Division							●
Vermont Agency of Administration			●	●	●	●	●

Curtis Dunn

From: Kevin Price <KPrice@berrydunn.com>
Sent: Friday, March 22, 2024 10:56 AM
To: Curtis Dunn
Subject: RE: Consulting Inquiry

Hi Curtis,

I apologize for not noting timeline in our proposal. We have estimated 22 weeks for this effort. A few milestones within this timeframe include:

- Week 6: Discovery Workshops complete
- Week 12: As-Is Progress Diagrams complete
- Week 16: Current State Analysis and Recommendations Report complete
- Week 20: Preliminary Requirements provided
- Week 22: Final Requirements provided

I could look at opportunities to reduce this timeline, but it would mean some shorter County review times of deliverables we provide.

Please let me know if this is helpful or if it would help to update our proposal to include this timeline.

Thank you,

Kevin Price | Principal
Local Government Practice Group
t/f: 207.541.2379 | [berrydunn.com](mailto:KPrice@berrydunn.com)



From: Curtis Dunn <curtis.dunn@co.thurston.wa.us>
Sent: Friday, March 22, 2024 12:29 PM
To: Kevin Price <KPrice@berrydunn.com>
Subject: RE: Consulting Inquiry

Kevin,

I am reading your proposal, but I can't see where you may have commented on the ability to do this project in the time we would prefer, which is 4 months. Can you give me a ballpark of what you think the duration of this project would be?

Thanks,
Curtis

Curtis Dunn | Infrastructure Asset Manager
Thurston County Public Works



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: _____ Date Created: 4/4/2024 Agenda Item #:

Created by: Angela Celestine, Administrative Assistant I - Public Works - 360-786-5833

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Mike Lowman, Road Operations Manager - Public Works - 360-867-2350**

Item Title:

Interlocal Agreement for Anti-icing Materials Sales for Road Operations, Tumwater School District #33

Action Needed:

Class of Item:

List of Exhibits



ILA Salt
Brine_TumwaterSchoolDi
strict_finalKH.pdf
PDF File
164 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying "**You have chosen to attach a large file...**", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☒ PAO ☐ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Interlocal Agreement between Thurston County and Tumwater School District #33 for the sale of anti-icing materials for road operations for the term of five years.

Item Description:

Thurston County Public Works Road Operations division produces anti-icing material(s) for use in winter road operations providing for public safety and welfare. These anti-icing materials are utilized by Thurston County and, as quantities allow, available for purchase by neighboring jurisdictions and agencies.

The Tumwater School District #33 has a need for anti-icing materials in support of their winter operations but does not have the ability to produce the materials. This Interlocal Agreement (ILA) provides a mechanism for Tumwater School District #33 to purchase anti-icing material(s) from

Thurston County for road operations. The unit price charged to the agency for anti-icing material(s) will fluctuate and is based on the cost for supplies, equipment, and labor to produce the specific material. There is no minimum order amount and agreement to sell anti-icing material(s) is at the discretion of Public Works. The ILA will be for a term of five years.

Public Works is requesting the Board of County Commissioners approve the ILA between Thurston County and Tumwater School District #33.

This action is in alignment with the County's Strategic Plan Initiative 14 to "Strengthen sound financial management practices".

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/17/2024

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY
AND
TUMWATER SCHOOL DISTRICT #33
FOR
ANTI-ICING MATERIALS FOR ROAD OPERATIONS

This Agreement is entered into duplicate originals this _____ day of _____ 2024 between THURSTON COUNTY, a municipal corporation, hereinafter "County", and Tumwater School District #33 hereinafter "Tumwater School District", collectively referred to as "parties" and individually as "party," pursuant to RCW 39.34.080.

WHEREAS, County has the capability to produce and/or provide anti-icing materials for use in winter road operations providing for the public safety and welfare; and

WHEREAS, Tumwater School District needs anti-icing materials in support of their winter operations but does not have the ability to produce the materials; and

WHEREAS, it is to the mutual advantage of County and Tumwater School District to cooperate as described herein in order to make the most efficient use of their resources to provide services and supplies needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
PURPOSE

1.1 The purpose of the Agreement is to provide a mechanism by which Tumwater School District can purchase anti-icing materials from County for road operations purposes in order to allow the parties to make efficient use of their resources and for the benefit of the public.

II
PROVISION OF SUPPLIES

2.1 County agrees to sell anti-icing materials to Tumwater School District on an "as available" basis. The County is not obligated by this Agreement to sell anti-icing materials to Tumwater School District, if, in the sole determination of County, the County is unable or unwilling to accommodate a request to purchase from Tumwater School District.

2.2 County agrees that any anti-icing materials provided pursuant to this Agreement will be made in accordance with industry standard. A Safety Data Sheet (SDS) will be provided to Tumwater School District at time of collection.

2.3 The procedures for ordering and collecting anti-icing materials are as follows:

- Tumwater School District shall contact the County Representatives listed in Section 9.1 of this Agreement prior to collection of materials.
- County will advise Tumwater School District if anti-icing materials are available, provide the unit price, and coordinate date and time for collection.
- Tumwater School District is responsible for providing its own container; pickup of anti-icing materials at Tilley Campus, near Bldg. G; and hauling to Agency site.
- County staff will be onsite to fill Tumwater School District's container.
- County will provide Tumwater School District with a receipt reflecting the quantity collected.

III

INVOICING AND PAYMENT

3.1 Tumwater School District acknowledges the price may fluctuate from time to time based on the cost of materials, equipment, and labor. County will provide Tumwater School District with the price prior to collection. Tumwater School District may decline to purchase anti-icing materials at any point prior to collection.

3.2 County will provide a monthly invoice for all anti-icing materials supplied under the terms of this Agreement. Invoices will detail the date, receipt #, quantity, cost per gallon, and extended amount. Sales tax at the applicable rate will be applied to the lump sum amount.

3.3 Tumwater School District shall pay such invoices within 30 calendar days of receipt of invoice. Payment shall reference the Invoice number.

IV

INDEMNIFICATION AND HOLD HARMLESS

4.1 The Tumwater School District shall defend, indemnify, release and hold harmless the County, its employees, directors, officers, officials and agents from and against any and all claims, losses, damages, costs, and expenses, including attorneys' fees, arising in favor of any person, firm, or corporation on account of personal injury or property damage alleged to be caused by the use of any anti-icing materials supplied by the County to the Tumwater School District.

4.2 The Tumwater School District assumes all risk by the use of anti-icing materials provided by the County, such defense, indemnity and hold harmless shall include any and all attorney fees and court costs required to enforce the provision of this paragraph.

4.3 The indemnification provision shall survive the expiration or termination of this Agreement.

V
INSURANCE

5.0 The Tumwater School District shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to the limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. Thurston County, its elected and appointed officers, officials, employees, and agents are to be included as Additional Insured on a primary and non-contributory basis. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdiction's risk pool shall be provided upon request.

5.1 The Tumwater School District shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of Coverage to the County's Risk Manager.

5.2 The Tumwater School District shall maintain all required policies in force for the duration of this Agreement.

VI
DURATION

6.0 This Agreement shall become effective on the date written above and shall remain in effect for five (5) years.

VII
TERMINATION

7.0 Either party may terminate this Agreement upon 30 calendar days prior written notice 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.

VIII
RELATIONSHIP OF THE PARTIES

8.0 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. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

IX
ADMINISTRATION AND NOTICE

9.1 The following individuals are designated as representatives of the respective parties. The representative shall be responsible for administration of this Agreement. The parties may change administrators by written notice as set forth below.

COUNTY Representative

Thurston County Public Works
Road Operations Division
9605 Tilley Rd. S
Olympia, WA 98512
Nick Bemis (Primary)
360-867-2388
Email: nick.bemis@thurston.wa.us

Mike Lowman (Alternate)
360-867-2350
Email: mike.lowman@co.thurston.wa.us

Tumwater School District Representative

Tumwater School District
621 Linwood AVE
Tumwater, WA 98512
POC: Brian Hinkle
Phone: 360-709-7725
Email: brian.hinkle@tumwater.k12.wa.us

Dave Potwin (alternate)
360-507-5074
Email: dave.potwin@tumwater.k12.wa.us

9.2 Any notices required or desired shall be in writing and sent by registered or certified mail, return receipt requested to the respective address. Notice shall be deemed to be given three days following the date of the mailing.

X

CHANGES, MODIFICATIONS, AND AMENDMENTS

10.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

XI

GOVERNING LAW AND VENUE

11.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

XII

WAIVER

12.0 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 writing signed by an authorized representative of the party and attached to the original Agreement.

XIII SEVERABILITY

13.0 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 provisions, 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 severable.

XIV RECORDS RETENTION & PUBLIC RECORDS

14.1 Agreement Availability: Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

14.2 Records Retention: Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment 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 officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any order placed against this Agreement, whichever is later; provided, however, that if any litigation, claims, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. Each party will promptly notify the other of any such litigation held on records.

XV ENTIRE AGREEMENT

15.0 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 bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

TUMWATER SCHOOL DISTRICT #33

By:
Chair

By: Kevin Bogatin
Title: Superintendent

By:
Vice Chair

By:
Commissioner

By:
Commissioner

By:
Commissioner

ATTEST:

Clerk of the Board

Approved as to form



By: Deputy Prosecuting Attorney



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: _____ Date Created: 2/22/2024 Agenda Item #:

Created by: Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500

Creator = Presenter? ☒ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Stuart Whitford, Environmental Health Program Manager - Public Health and Social Services - 360-867-2500**

Item Title:
Contract for Submerged Aquatic Vegetation Activities for Lake Management Districts

Action Needed: _____ Class of Item:

List of Exhibits



PROFESSIONAL SVCS
CONTRACT THURSTON
COUNTY AQUATECHNEX
LLC 4 17 2024.pdf
PDF File
325 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☐ PAO ☐ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☒ Other

Notes:

Public Works Department initiated the RFP for this project, but since then PHSS Department has assumed administrative responsibilities related to the county LMD's. The contract was routed through the PHSS Department review process and it was approved to move forward for BOCC approval. No Risk or Legal review was necessary given that there were no requested changes to the professional services contract template, except that this is a

fee for service contract. So section 5.a. of the contract was amended to reflect that.

Budget Effect Summary? ☐

Recommended Action:

Move to approve the Professional Services Contract for Lake Management District submerged aquatic vegetation control to Aquatechnex, LLC of Centra lia, WA on a fee for service basis as outlined in the rate schedule, and authorize the Director of Public Health and Social Services to execute the contract.

Item Description:

The four Thurston County lake management districts (Lawrence, Long, Offut and Pattison Lakes) are in need of services for the management of submerged/nuisance aquatic weed management. A request for proposals was initiated on December 12th, 2023, and two responsive proposals were received. Each LMD steering committee reviewed and scored the proposals independently, and each LMD steering committee determined that Aquatechnex, LLC should be awarded the contract. On April 2nd, 2024, during the BOCC regular meeting, the BOCC awarded the contract to Aquatechnex, LLC. Therefore, we request that the BOCC now approve and execute the contract, and authorize the Director of PHSS Department (David Bayne) to sign the contract. This work will be primarily funded with lake management district fees, but grants may be solicited to offset those costs in the future.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/17/2024

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ AQUATECHNEX, LLC

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**County**," and **AquaTechnex, LLC**, a Washington Limited Liability Company with its principal offices at PO Box 118, Centralia, WA 98131, hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

X The term of this Contract shall begin on **05/01/2024** and shall remain in effect through **12/31/2028** unless renewed or terminated sooner as provided herein.

☐ The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

Submerged (nuisance) aquatic weed management activities on behalf of the County's four lake management districts (Long, Lawrence, Pattison and Offut)

a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: Kyle Langan

Title: Aquatic Specialist/Certified Lake Manager

Mailing Address: PO Box 118

City, State and Zip Code: Centralia, WA 98131

Telephone Number: 360-239-5707

E-mail Address: kyle@aquatechnex.com

b. For County:

Name of Representative: Stuart Whitford

Title: Environmental Health Manager

Mailing Address: 3000 Pacific Avenue SE

City, State and Zip Code: Olympia, WA 98501

Telephone Number: 360-483-8323

E-mail Address: eh_lmd@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. This is a fee for service contract.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for

services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. To the extent RCW 4.24.115 applies to this Contract, in the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or

subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit, and shall provide one another all available information concerning the Claim.

9. INSURANCE

1. Contractor shall provide evidence of:

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited

to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000) general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
 - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than _____ (\$1M min) per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a

government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

Attn: Risk Analyst
Human Resources
3000 Pacific Ave SE
Olympia, Washington 98501

- h. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- i. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

- a. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **TERMINATION**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The

Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION REQUIREMENT

The CONTRACTOR, its assignees, delegates and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created for or paid for by the County is owned by the Contractor and is not “work made for hire”; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County’s Contract representative or designee. All rulings, orders, instructions and decisions of the County’s Contract representative shall be final and conclusive, subject to the Contractor’s right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

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

20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. SEVERABILITY

a. 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.

b. 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.

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

22. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

24. **SURVIVABILITY**

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include, but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: Aquatechnex, LLC

By: David Bayne

By: _____

Title: Director

Signature: _____

Department/Office: Public Health & Social
Services

(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ AQUATECHNEX, LLC

Scope of Services Thurston County Lake Management Districts Submerged Aquatic Vegetation Control

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided By The Contractor), are set forth as follows:

1.0 PURPOSE

Thurston County Department of Public Health and Social Services, Environmental Health Division (TCPHSS – EH) requires a qualified and commercially licensed aquatic pesticide applicator to treat submerged aquatic vegetation in Long, Lawrence, Pattison, and Offut lakes and follow all notification requirements under a five-year Contract. The contract services will begin on May 1, 2024, and be completed by December 31, 2028.

Anticipated aquatic herbicides to be utilized include fluridone, penoxsulam, and endothall dipotassium salt. Additional herbicides may be requested, including any products approved by the Thurston County Board of Health. For more information on approved herbicides in Thurston County please review: (<http://www.co.thurston.wa.us/health/ehipm/aquaticreview.html>).

2.0 BACKGROUND

Subject lakes are eutrophic lake systems with frequent high biomass of nuisance weeds during the growing season. Lake levels may vary seasonally (2-3 feet), a potential consideration for boat access to some littoral areas on the lake particularly later in the season. This could also impact application calculations and plant response to select herbicides.

Nuisance aquatic plants which may require control include Curly Leaf Pondweed (*Potamogeton crispus*), Water Nymph (*Najas flexilis*), Sago Pondweed (*Stuckenia pectinata*), Tape Grass (*Vallisneria americana*), Common Waterweed (*Elodea canadensis*), Big-Leaf Pondweed (*Potamogeton amplifolius*), and other Pondweed species.

3.0 SITE PARTICULARS

A. Hours of Operation:

Work shall be conducted during standard business hours Monday through Friday 7am to 5pm. Weekend work will not be permitted due to heavy recreational use of the lakes. The work season is expected to be early spring and could conclude mid-summer.

B. Security/Access:

The lakes can be accessed from a public Fish and Wildlife boat launch. Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the Contractor.

4.0 COUNTY SC AND/OR CONTRACTOR PROVIDED INFORMATION

LMD SC and/or Contractor will provide ARCGIS shapefiles to the Contractor for selected treatment areas. LMD SC in coordination with County point of contact will provide complete work orders to the Contractor.

5.0 SCOPE OF SERVICES

The Contractor shall provide all materials and services to perform the posting of project areas to meet regulatory requirements and all activities associated with aquatic herbicide applications of the herbicides listed in paragraph 1.0.

The tasks required for this Contract include, but are not limited to the following:

The contractor will:

A. Comply with all laws, regulations, permits, conditions, requirements, and Thurston County IPM Policy (http://www.co.thurston.wa.us/health/ehipm/ipm_cntyimp.html) related to these projects, including posting affected parcels.

B. Either use digital ARCGIS maps and shapefiles provided by the LMD SC, or the Contractor can develop these products in coordination with the LMD SC. Contractor will use high accuracy GPS equipment to treat areas during product application and provide documentation of treated areas.

C. Post and remove shoreline notifications to all affected parcels unless otherwise arranged with LMD SCs. LMDs will have the option to remove notification signs and thereby avoid removal costs.

D. In selected areas, apply the herbicide in a manner which will target noxious, and nuisance submerged aquatic vegetation. Bathymetry data must be used to calculate pounds or gallons of the selected herbicide across the treatment areas in a manner which will target noxious, and nuisance submerged aquatic vegetation. Areas may be partially treated if evidence of reduced vegetative biomass is evident during surveys; however, the Contractor must follow the polygons of a map and complete treatment in the entire area indicated. Maps will be provided with work orders or by contractor in direct coordination with LMD SCs to indicate which portions of the area to treat and which to leave untreated.

E. Apply herbicide in a sage manner which complies with all permits and achieves the desired concentrations in treatment sites. Submit Washington State Department of Agriculture (WSDA) approved herbicide application records to Department of Ecology with copies to LMD SC POC and County within 24 hours of application.

F. When a specified herbicide has an intrinsic dependency on the targeted weed's growth cycle, the contractor, once notified, shall have 14 days to begin the specified treatment and 21 days to complete the first application.

G. Long Lake LMD SC will be collecting water samples at the lake surface and 2 ft from bottom in two locations on the lake every two weeks starting the end of April. Contractor will provide sample bottles and COCs to be filled out, and sampling protocols for reference. Long Lake LMD SC will provide coolers, ice packs, and Ziploc bags for shipping, and will ensure that packages are mailed overnight standard no later than Thursday (no samples will be mailed on Fridays). Contractor will provide FedEx shipping label via email to the shipper's email address and will post date the label if necessary. All samples will be analyzed by SePRO's Analytical Laboratory Services at the SePRO Research & Technology Campus (SRTC) in Whitakers, NC. Sample cost is \$135 per sample.

H. Maintain contact with LMD SC to report issues or problems and provide expertise in project planning.

I. Meet with LMD SC at the end of the season to evaluate effectiveness of treatments and plan the following years project.

6.0 DURATION/WORK ORDERS

A. The period of performance will be from May 1, 2024, to December 31, 2028. Work orders will be issued by the SC and copied to PHSS-EH (EH_LMD@co.thurston.wa.us) once treatment dates are agreed upon by the Contractor and LMD SC.

B. Work Order Procedure:

(1) LMD SC will prepare proposal and get PHSS-EH approval before release. LMD SC will then issue a request for proposal to Contractor for a delineated area/treatment area of the lake requiring service and identify any options(i.e., LMD to remove notification signs, Contractor to conduct lake survey or provide treatments area maps to SC, etc.).

(2) Contractor will submit a proposed scope, schedule, and price for the effort. Proposed price shall provide sufficient detail to include estimated quantities for product, equipment, and labor at the pre-negotiated rates provided in the Rate Schedule incorporated into the Contract.

(3) LMD SC will review Contractor proposal and either accept or reject the proposal.

(4) LMD SC, in coordination with PHSS-EH, will issue an authorization to proceed with the Work Order.

C. Payments:

(1) Invoices are to be submitted within 30 calendar days from completion of the work.

(2) Invoices are to be sent via email to the Thurston County Public Health and Social Services in-box address: EH_LMD@co.thurston.wa.us and the respective LMD SC

POC. The subject of the email should include the Lake, Contract # and Work Order # to identify the invoice.

(3) LMD SCs will review invoices to verify against the herbicide application record.

(4) Once reviewed/verified LMD SC POC will sign invoice and send to EH_LMD@co.thurston.wa.us for payment.

(5) Payments will be made within 30 calendar days from receipt of a proper invoice.

D. Work Order Close-out:

Work Order will be closed out after payment of final invoice and any excess funds on the work order will be returned to the overall budget.

E. Work Order Termination:

The County or LMD SC may terminate the Work Order after cross coordination on decision, at its convenience with or without cause. In such case, the Contractor shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

7.0 PERMITS

Thurston County has existing permit coverage from the Washington State Department of Ecology's 2022-2026 Aquatic Plant and Algae Management Permit for discharges associated with the control of nuisance and noxious submerged aquatic vegetation in Washington State. LMD SC and PHSS-EH staff will take action no later than 1 November of the year prior to permit expiration to renew. Additional information on the Aquatic Plant and Algae Management Permit is available at Department of Ecology's website: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>.

LMD SC shall be responsible for the initial Business and Residential Notifications for each control season. The Contractor shall be responsible for complying with all other conditions and requirements including shoreline posting, public notifications and providing documentation to the County and LMD SC of compliance with Ecology's permit. The Contractor shall also provide copies of both Ecology's and the provided WSDA's herbicide application reports to the County and LMD SC within 7 days of application, and copies of the final state reports within a month following the last treatment. One work order will be issued for the lake with each treatment area identified on the work order; Contractor shall complete the required application report with accurate quantities for each separate area Thurston County uses a WSDA approved herbicide application record (Appendix I).

Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the contractor.

2. The services to be performed by the County under this Contract, which are described in Section 3 of the Contract (Services Provided By The County) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT THURSTON COUNTY/AQUATECHNEX, LLC

COMPENSATION

1. The Contractor's compensation under this Contract, which is described in Section 5 of the Contract (Compensation), is set forth as follows:

RATE SCHEDULE

Submerged Aquatic Herbicide Applications – Cost Proposal Categories					
	Fixed costs for one project	Cost per product for 10 S.A.	Cost per product for 20 S.A.	Cost per product for 30 S.A.	Cost per product for 45 S.A.
Product #1 Herbicide Application cost Per area treated (Note 3)	NA	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre
Product #2 Herbicide Application Cost Per area treated (Note 3)	NA	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre
Product #3 Herbicide Application Cost Per area treated (Note 3)	NA	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre	\$90.17/treated acre
Mobilization Costs (Per Application)	\$420 - \$1,260. Dependent on lake, number of trucks, boats, and other equipment. The larger the project/acres the more equipment required.	NA	NA	NA	NA

Consultant Fees (Per Hour or Project)	\$135.00/hour	NA	NA	NA	NA
Posting Costs for 200 signs (Per Application)(Note 1)	\$620.00	NA	NA	NA	NA
Removal Costs for 200 signs (Per Application) (Note 2)	\$719.00 Includes MOB	NA	NA	NA	NA
Lake Survey Costs for these lakes based on following parameters identified (Note 4)		Lake Lawrence 330 Acres 192 Acres Littoral 90 Acres Conservation	Long Lake 330 Acres 200 Acres Littoral 90 acres Conservation	Pattison Lake 271 Acres 80 Acres Littoral Conservation acres not yet identified	Offut Lake 192 Acres 42 acres Littoral Conservation acres not yet identified
Approximate linear feet of shoreline littoral areas (less any identified conservation areas) See Maps Attached	NA	13,955 feet Est. 7.3 hours	23,232 feet Est. 7.5 hours	33,264 feet Est. 8.5 hours	15,312 feet Est. 5.5 hours
Approximate cost for survey for each lake based on parameters identified (Note 4)	NA	\$1,770.00 Cost includes listed parameters in Note 4.	\$1,910.00 Cost includes listed parameters in Note 4.	\$1,820.00 Cost includes listed parameters in Note 4.	\$1,490.00 Cost includes listed parameters in Note 4.
Approximate cost for calculating treatment areas based on GPS coordinates provided by LMD SC (Note 5)	NA	\$337.50	\$337.50	\$337.50	\$337.50

Herbicide Costs (Per Pound/Gallon of Product)	Invoice Unit Price (Gallon or Pound)				
Product #1- Endothall dipotassium salt (Aquathol k)	\$95.77/gallon	\$12,450.10	\$24,900.20	\$37,350.00	\$56,025.45
Product #2-Fluridone (Sonar ONE)	\$40.07/Pound	60 ppb, ave depth 5', 10 acres=\$6,491.34. Bump applications required, up to 150 ppb total based on treatment zone size and area characteristics	60 ppb, ave depth 5', 20 acres=\$12,982.68. Bump applications, required, up to 150 ppb total based on treatment zone	60 ppb, ave depth 5', 30 acres=\$19,474.02. Bump applications required, up to 150 ppb total based on treatment	60 ppb, ave depth 5', 45 acres=\$29,211.03. Bump applications required, up to 150 ppb total based on treatment
Product #3-Penoxsulam (Galleon SC)	\$2,547.33/gallon	50 ppb, ave depth 5', 10 acres = \$8,656.94 Bump applications may be required based on treatment zone size and area characteristics	50 ppb, ave depth 5', 20 acres = \$17,313.88 Bump applications may be required based on treatment zone size and area characteristics	50 ppb, ave depth 5', 30 acres = \$25,970.83 Bump applications may be required based on treatment zone size and area characteristics	50 ppb, ave depth 5', 45 acres = \$38,956.24 Bump applications may be required based on treatment zone size and area characteristics

Notes:

Depth of Application Area typically range from 4.5-9 feet.

1 – Posting includes all associated costs – since most contractors post the day they treat no additional mobilization costs should be associated with this. If there are a notification of those additional cost

(mobilization) will be provided. It is assumed that if the number of signs actually posted are 15 RFP Combined Lakes Submerged Aquatic Vegetation Control lower or higher than 200 the invoice for posting will proportionally reflect the difference.

2 – Posting Removal includes all associated costs to include any mobilization costs. It is assumed that if the number of signs actually posted are lower or higher than 200 the invoice for posting will proportionally reflect the different.

3 – Depth of application area typically ranges from 4.5-9 feet. **Base your bid estimates on 5 feet** with the appropriate concentration per prescription for costing. For Fluridone and Galleon **base bid estimates**

on 60 ppb for Fluridone (1st Treatment) and **50 bbp for Galleon** (1st Treatment). For **Aquathol K base bids on 4ppm**.

4 – Lake Survey Parameters: Using ArcGIS/Lowrance or similarly accurate equipment conduct a lake survey of all lake littoral areas (identify in bid shoreline linear feet to survey & approximate time required

to do so) less any designated conservation areas unless otherwise requested by LMD SC POC. Purpose of survey to determine type of aquatic vegetation present and approximate dominance (density) with

identified treatment area (Polygon) map recommendations showing acres and average depth. Survey will include recommendations on which herbicide to best address any vegetation problems along with a

cost estimate. LMD SC members may request to accompany contractor on this survey – if this is not possible state such in bid response. Following survey (within 4 days) provide LMD SC a written copy of

survey results via LMD SC POC email. Based on recommendations LMD SC may request a virtual meeting (no more than one hour) to discuss recommendations. LMD SC may reduce, enlarge, delete one or

more treatment area recommendations in coordination with contractor.

5 – Calculation of treatment areas: Using GPS coordinates and lake survey results (showing vegetation type and approximate dominance (density) provided by LMD SC for treatment area Polygons and using

ArcGIS or similarly accurate equipment prepare a map of lake treatment areas including acres, average depth of area, herbicide recommendations and cost. Provide that map and information to the LMD SC

for review and approval. LMD SC after receiving treatment area map may decide to reduce, enlarge, or delete one or more treatment areas. LMD SC may request a virtual meeting to discuss (no more than one hour).

6 - Fluridone & Galleon may require multiple applications, please submit costs per individual application for Endothall and for complete treatment using Fluridone and Galleon.



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 4/4/2024 Agenda Item #:

Created by: Angela Celestine, Administrative Assistant I - Public Works - 360-786-5833

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Matt Unzelman, County Engineer - Public Works - 360-867-2335**

Item Title:

Resolution for Temporary Closure of Black Lake Belmore Rd SW between Black Lake Blvd
SW and Sapp Rd SW

Action Needed:

Class of Item:

List of Exhibits



Resolution
Closure_Black Lake
BelmoreKH.pdf
PDF File
142 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

[Click Additional Attachment](#) to attach more materials.



NOTICE_Closure_Black
Lake Belmore 77175.pdf
PDF File
109 KB



Vicinity Map Black Lake
Belmore.pdf
PDF File
418 KB



Black Lake Belmore
Photos.pdf
PDF File
925 KB



Black Lake Bridge
Detour-Black Lake
Detour.pdf
PDF File
2.66 MB

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to

make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☒ PAO ☐ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☐ Other

Notes:

Budget Effect Summary? ☐

Recommended Action:

Move to approve the resolution authorizing the County Engineer to temporarily close Black Lake Belmore Rd SW between Black Lake Blvd SW and Sapp Rd SW for up to a 12 consecutive week time period between June 1, 2024 and October 31, 2024.

Item Description:

Public Works is requesting to temporarily close Black Lake Belmore Rd SW between Black Lake Blvd SW and Sapp Rd SW to accommodate the construction of the Black Lake Belmore Bridge Approach Repair Project, CP# 77175. The approaches to the Black Lake Bridge, near Percival Creek, have settled more than 2 feet causing issues for vehicles and bicyclists. This closure would be for up to a 12 consecutive week time period between June 1, 2024 and October 31, 2024.

Due to the proximity of surrounding bodies of water, environmentally sensitive areas, and the need for extended pile driving with large machinery, it was determined that temporarily closing the road is the safest, least expensive, and quickest option to successfully complete the project.

There is no access to private property along the closure. This section of Black Lake Belmore Rd SW has an average daily traffic of 4,619 trips. A detour route will be established with appropriate signage consistent with RCW 47.48.020. The total detour length is 4.5 miles and will take approximately eight minutes.

A communication plan to notify stakeholders such as local residents, emergency responders, school districts and nearby businesses has been developed. Notice of the closure will be published in one issue of The Olympian in conformance with state law.

This project is in the current 2024 Public Works budget, 2024-2029 Transportation Improvement Program and 2024-2029 Capital Improvement Program, and is in alignment with the County's Strategic Plan, Initiative 8 to "Support robust and well-maintained infrastructure systems for a thriving community."

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/17/2024

RESOLUTION NO. _____

A RESOLUTION relating to the temporary closure of Black Lake Belmore Road SW from Sapp Road SW to Black Lake Boulevard SW.

WHEREAS, RCW 47.48.010 provides for the temporary closure of county roads to allow for construction, alteration, repair, improvements, and maintenance; and

WHEREAS, the Thurston County Public Works Department will be repairing the bridge approaches; and

WHEREAS, the Board of Thurston County Commissioners has determined that it is necessary to close Black Lake Belmore Road SW from Sapp Road SW to Black Lake Boulevard SW to facilitate construction operations; and

WHEREAS, the Board of Thurston County Commissioners recognizes the need to be flexible and timely when coordinating the repair activities.

NOW, THEREFORE, the Board of County Commissioners of Thurston County, State of Washington, does resolve as follows:

Section 1. That the County Engineer is given authority by the Board of County Commissioners to temporarily close Black Lake Belmore Road SW between Sapp Road SW to Black Lake Boulevard SW for a single time period not to exceed twelve consecutive weeks, occurring during the time period of June 1, 2024 through October 31, 2024. The closure shall commence at 6:00 A.M. on the first day of closure and continue until no later than 6:00 P.M. on the last day of the closure.

Section 2. That in accordance with RCW 47.48.020, notification of said closure be given by posting and by publication.

ADOPTED: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

ATTEST:

Clerk of the Board

TYE MENSER, Chair

APPROVED AS TO FORM:

JON TUNHEIM PROSECUTING
ATTORNEY

WAYNE FOURNIER, Vice-chair

By: 

Deputy Prosecuting Attorney

GARY EDWARDS, Commissioner

CAROLINA MEJIA, Commissioner

EMILY CLOUSE, Commissioner

NOTICE OF ROAD CLOSURE

NOTICE IS HEREBY GIVEN pursuant to RCW 47.48.020 that in order to perform construction to repair the bridge approaches, Black Lake Belmore Road SW from Sapp Road SW to Black Lake Boulevard SW will be temporarily closed to traffic, commencing at 6:00 a.m. on **DATE TBD** and continuing until 6:00 p.m. on **Date TBD**.

Road Closed signs will be posted during this time.

Board of County Commissioners
Thurston County, Washington

By: _____
Amy Davis
Clerk of the Board

PLEASE DO NOT PUBLISH BELOW THIS LINE

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

Publish:
The Olympian
XXXXXX

Black Lake Belmore Rd SW
-FROM SAPP ROAD SW TO BLACK LAKE BOULEVARD SW
DESCRIPTION OF DETOUR

The temporary closure of Black Lake Belmore Road SW from Sapp Road SW to Black Lake Boulevard SW will require a detour route. Access to properties along the closure will be maintained.

For Eastbound Travelers (from Black Lake Blvd SW)

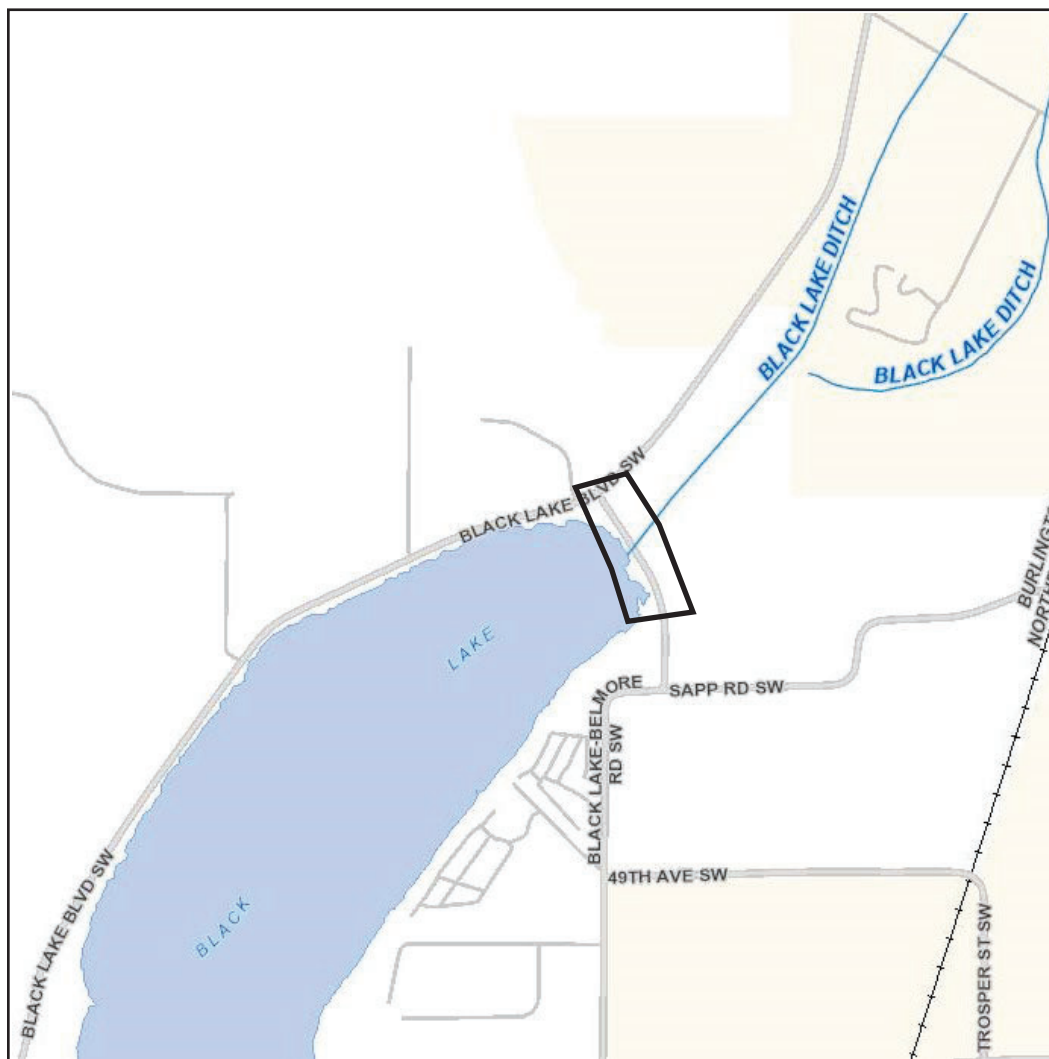
1. Head north on Black Lake Blvd SW
2. Turn right onto 21st Ave SW
3. After 0.3 Miles, Continue on RW Johnson Boulevard SW
4. After 1.1 Miles, Turn Right on Sapp Rd SW
5. After 1.2 Miles, Reach intersection of Sapp Rd SW and Black Lake Belmore SW

For Westbound Travelers (Black Lake Belmore Rd SW at Sapp Rd intersection)

1. Head east on Sapp Rd SW
2. Turn left onto RW Johnson Boulevard SW
3. After 1.1 Miles, continue on 21st Ave SW
4. After 0.3 Miles Turn Left onto Black Lake Blvd SW
5. After 1.6 Miles, Reach intersection of Black Lake Blvd SW and Black Lake Belmore Rd SW



SEC. 32 T. 18 N. R. 2 W. W.M.



VICINITY MAP

BLACK LAKE BELMORE ROAD BRIDGE APPROACH REPAIR

CP# 77175

Black Lake Belmore Rd SW

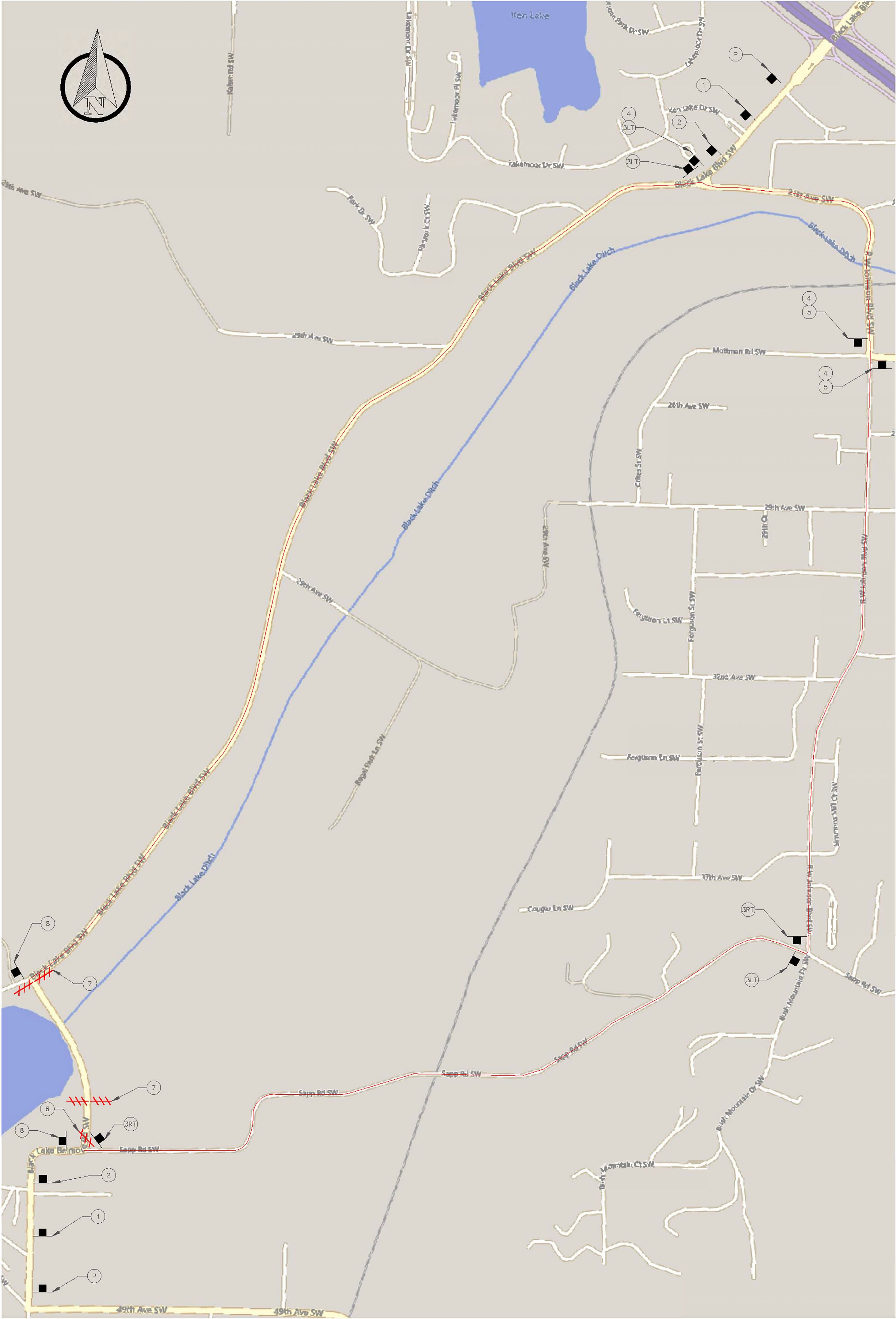


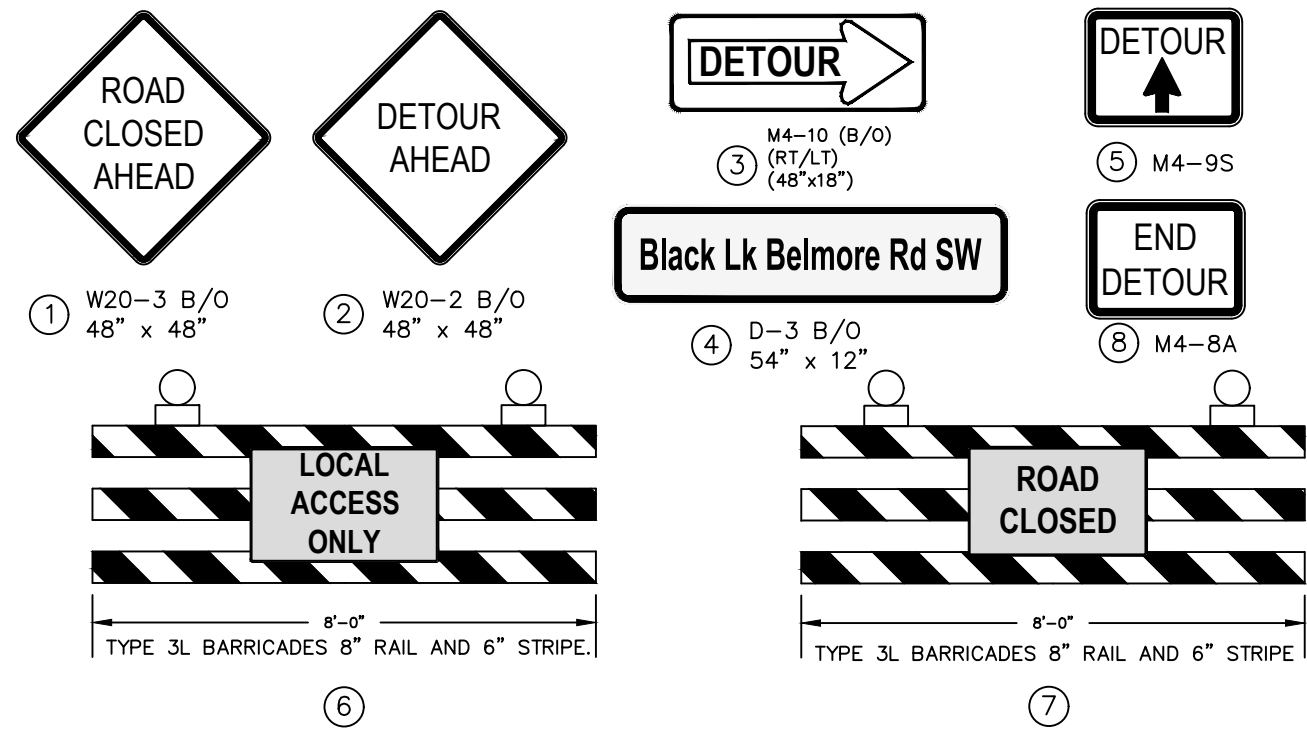
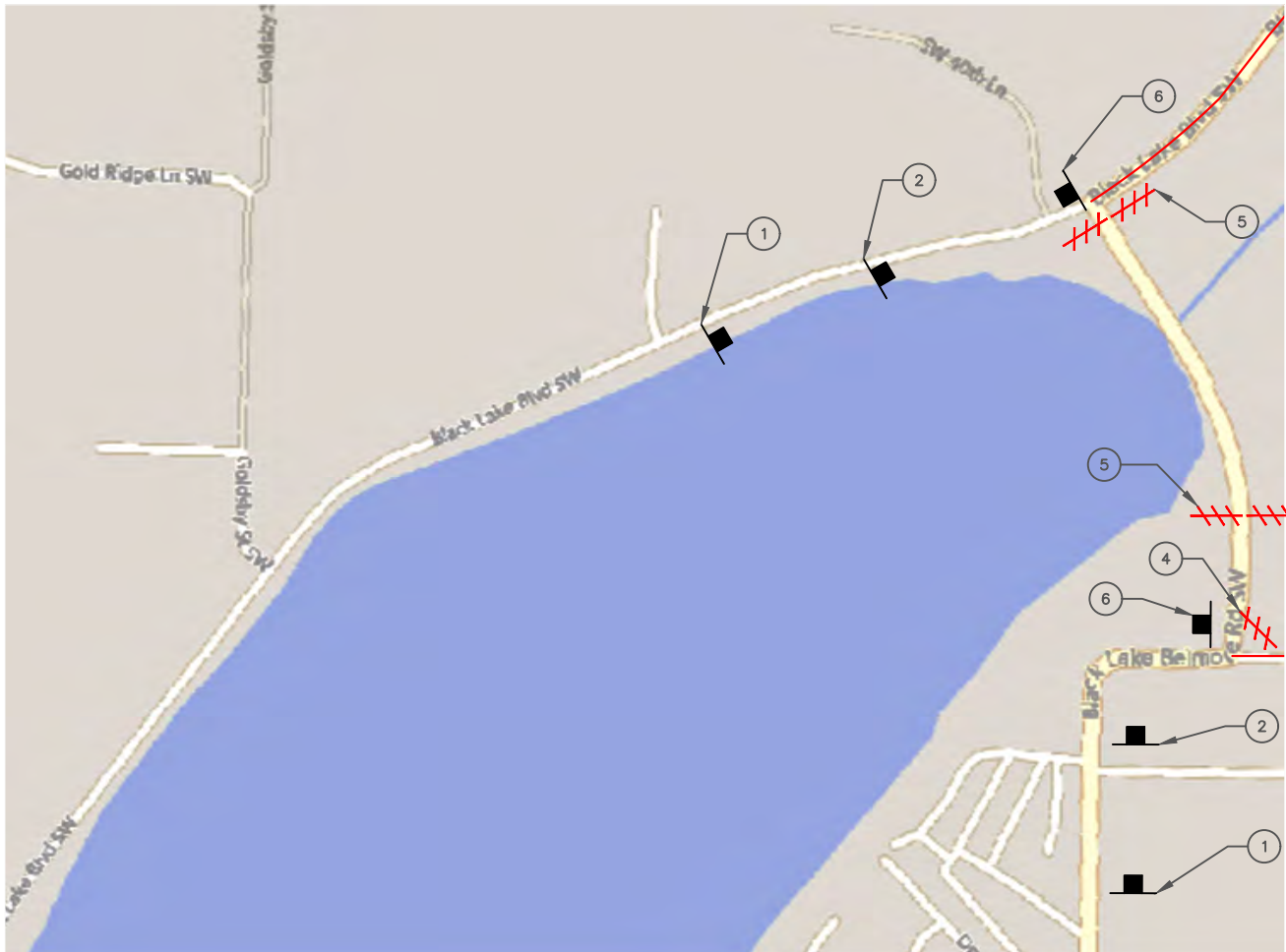
South Approach Guardrail



Void beneath south approach slab







B	L	K		L	K	
B	E	L	M	O	R	E
C	L	O	S	E	D	

B	E	G	X	X	X	X
		U	S	E		
D	E	T	O	U	R	

(P) PCMS BOARD

J:\CAD\Black Lake Bridge Detour.dwg 3/2/2023

THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA
98512-9140
(360)867-2300

Designed: ***
Drafted: JG
Checked: ***
Scale: AS NOTED

Revisions	Date

SIGN SHEET

BLACK LAKE BELMORE BRIDGE
CLOSURE DETOUR ROUTE

Sheet
3 of 3



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 3/26/2024 Agenda Item #:

Created by: Heidi Thomsen, Financial Operations Chief - Sheriff - 360-786-5504

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Derek Sanders, Sheriff - Sheriff - 360-786-5501**

Item Title:
Single Source Purchase - Grappler

Action Needed: Class of Item:

List of Exhibits



Sole Source Grappler.pdf
PDF File
219 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

[Click Additional Attachment](#) to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☐ PAO ☒ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☐ Other

Notes:

The internal auditor approved
on 3/29/2024.

Budget Effect Summary? ☐

Recommended Action:

Move to approve the single source purchase of six grappler units from Stock Enterprises for the amount of approximately \$48,663 plus shipping and handling.

Item Description:

The Sheriff's Office seeks a system that is a high speed pursuit alternative to reduce risk to deputies and the community. The equipment that we seek is a system that allows law enforcement to quickly bring a suspect vehicle in a high speed pursuit to a stop. The equipment is deployed from the front end of the deputy's vehicle and affixes to the rear tire of the suspect's vehicle causing it to become tethered to the patrol vehicle. The patrol vehicle can then have control over the suspect's vehicle to bring it to a controlled stop.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 3/29/2024



Single Source Justification Review Form

Instructions: [RCW 39.04.280](#)(1)(a) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier.

The purpose of this form is to assist offices and departments to document either a sole source or single source procurement. Sole source procurements occur when there is only one vendor available to provide a good or service. Single source procurements occur when a single vendor is intentionally chosen out of multiple potential vendors without competition. In both scenarios, the purchaser is seeking to avoid competitive bidding. The ability to both sole source and single source a procurement is limited by the Code of Federal Regulations, Washington State Law, and County policy.

Select the type of exemption requested

- ☒ Sole Source/Single source (procurement only available from one vendor)
- ☐ Waiver (request BoCC waive competitive bidding requirements for reasons other than sole source)

Select the type of purchase

- ☐ Public Works – Complete Section 1
- ☒ Purchased Goods, Services, or Equipment – Complete Section 1
- ☐ Architectural and Engineering Services (A&E) – Complete Section 1
- ☐ Information Technology Related Purchases – Complete Section 1
- ☐ Sole Source/Single source Personal Services (non-A&E Professional Services) – Complete Section 1
- ☐ Waive Competitive Bidding Personal/Purchased Services (non-A&E Services) – Complete Section 2

Identify the source of funds (check all that apply)

- ☐ Federal funds (both as direct recipient and as a pass through or subgrantee) – complete section 3
- ☒ Non-federal sources (state, local, private entity) – Nothing additional to complete

Section 1

Complete questions 1-3 **OR** question 4 in documenting your sole source justification.

1. What purchase specifications and/or performance requirements limit the market to only one vendor?

The Sheriff's Office seeks a system that is a high speed pursuit alternative to reduce risk to deputies and the community. The equipment that we seek is a system that allows law enforcement to quickly bring a suspect vehicle in a high speed pursuit to a stop. The equipment is deployed from the front end of the deputy's vehicle and affixes to the rear tire of the suspect's vehicle causing it to become tethered to the patrol vehicle. The patrol vehicle can then have control over the suspect's vehicle to bring it to a controlled stop.

Grappler: <https://policebumper.com/>

2. How did you determine that only one vendor could respond to your specifications?

Speaking with the company, they advised they are the only company that provides this type of product. An internet search revealed that Stock Enterprises (manufacturer of the Grappler Police Bumper) is the only vendor that could respond to the specifications that are needed for this type of product.

3. Will the vendor certify that the County is getting the lowest price it offers?

The vendor provided a sole source letter and indicated that they will give the County the "best pricing" on the Grappler Systems.

4. Describe any and all market conditions that justify the waiver of competitive bidding for purchases involving special facilities or market conditions. These are generally limited to good deals that are available for a short time, such as a very good price on an exceptional piece of used equipment, or the chance to buy supplies at a going-out-of-business sale or similar event.

Section 2

1. Describe the nature and scope of personal services to be provided.
2. How did you determine that the county was getting the best value for this service or that use of this vendor best serves the interests of Thurston County?

Section 3

When using Federal funds for a procurement, federal requirements on competitive bidding must be followed. Sole source procurements are exempt from competitive bidding or referred to as a noncompetitive proposal. The Federal government defines procurement by noncompetitive proposals as a procurement through solicitation of a proposal from only one source. Document under which criteria this procurement may be awarded by non-competitive proposals in accordance with 2 CFR § 200.320(f):

- ☒ The item is available only from a single source
 - ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - ☐ After requesting quotes from three or more sources, competition is determined inadequate
-

Section 4

Leave Section 4 blank. To be completed by Thurston County's Internal Auditor.

This section to be completed by Thurston County's Internal Auditor

Section 1 Review:

Competitive bidding may be waived when a procurement is clearly and legitimately limited to a single vendor. The above procurement as outlined in Section 1 meets one or more of the criteria for waiving competitive bidding requirements:

- ☒ Licensed, copyrighted, or patented products or services that only one vendor provides
- ☐ New equipment or products that must be compatible with existing equipment or products
- ☐ Proprietary or custom-built software or information systems that only one vendor provides
- ☐ Products or services where only one vendor meets the required certifications or statutory requirements
- ☐ Not Applicable (The request is not for a sole source procurement)

County Policy requires documentation that the procurement meets certain requirements. The above procurement meets all the documentation criteria as selected below:

- ☒ The good or service is available only through one provider or manufacturer (or distributor, and the manufacturer so certifies)
- ☒ The specifications are material to the purpose of the procurement and are not merely written to limit competition.
- ☒ The vendor certifies that the County is getting the lowest price it offers.
- ☐ Not Applicable (The request is not for a sole source procurement)

Section 2 Review

Procurements that are fully or partially funded with federal dollars must be competitively bid as required by 2 CFR § 200.320(f). Single source procurements obtained with federal funding cannot be awarded by a noncompetitive proposal. Therefore, when federal funds are involved, the BoCC may not waive competitive bidding requirements for these procurements. I confirm that the above request in section 2 meets the following:

- ☐ Federal funds are not used on this procurement and therefore waiver of competitive bidding is allowable.
- ☒ Not Applicable (The request is not for a single source procurement).

Section 3 Review

When Federal funds are used on a sole source procurement, one of 4 criteria must be met as outlined in 2 CFR § 200.320(f). This sole source request also meets one of the four federal requirements (or is not applicable):

- ☐ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- ☐ After requesting quotes from three or more sources, competition is determined inadequate.
- ☒ Not Applicable (Procurement is not funded with Federal funds)

Internal Audit Sole Source or Single Source Confirmation

- ☒ The **Sole source/Single Source** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f).
- ☐ The **Waiver** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f). The BoCC may consider waiving the competitive bidding requirements in County policy for this service.

Brandon Weber	Internal Auditor	<i>Brandon Weber</i>	3/29/2024
Printed Name	Title	Signature	Date



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 3/20/2024 Agenda Item #:

Created by: Heidi Thomsen, Financial Operations Chief - Sheriff - 360-786-5504

Creator = Presenter? ☐ Yes ☒ No Is this a presentation by more than one person? ☐

Presenter: **Derek Sanders, Sheriff - Sheriff - 360-786-5501**

Item Title:

Single Source Purchase - StarChase

Action Needed: Class of Item:

List of Exhibits



Sole Source
StarChase.pdf
PDF File
220 KB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

Click Additional Attachment to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☒

☐ PAO ☒ FinSvcs ☐ HR

☐ Budget Office ☐ CAO ☐ Other

Notes:

The internal auditor approved
on 3/29/2024.

Budget Effect Summary? ☐

Recommended Action:

Move to approve the single source purchase of five StarChase units from StarChase for the amount of approximately \$42,796 plus shipping and handling.

Item Description:

The Sheriff's Office seeks a system that is a high speed pursuit alternative to reduce risk to deputies and the community. The equipment that we seek is vehicle mounted and installed system that allows the deputy to tag a suspect vehicle and then track that vehicle from a distance. This allows the deputy to terminate a high speed pursuit and pursue the vehicle using GPS technology and avoid high risk pursuits.

The vehicle mounted GPS launcher deploys a GPS tracking tag that attaches to the suspect vehicle. Location data is communicated to a mapping platform that allows law enforcement to track the vehicle.

StarChase has an 85% apprehension rate.

Cost:

\$5,462 per unit, \$1,500 per unit for subscription = \$34,810 for five

Installation: \$702

Instruction: \$3,500

Tax: \$3,784

Total for five units: \$42,796

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 3/29/2024



Single Source Justification Review Form

Instructions: [RCW 39.04.280\(1\)\(a\)](#) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier.

The purpose of this form is to assist offices and departments to document either a sole source or single source procurement. Sole source procurements occur when there is only one vendor available to provide a good or service. Single source procurements occur when a single vendor is intentionally chosen out of multiple potential vendors without competition. In both scenarios, the purchaser is seeking to avoid competitive bidding. The ability to both sole source and single source a procurement is limited by the Code of Federal Regulations, Washington State Law, and County policy.

Select the type of exemption requested

- ☒ Sole Source/Single source (procurement only available from one vendor)
- ☐ Waiver (request BoCC waive competitive bidding requirements for reasons other than sole source)

Select the type of purchase

- ☐ Public Works – Complete Section 1
- ☒ Purchased Goods, Services, or Equipment – Complete Section 1
- ☐ Architectural and Engineering Services (A&E) – Complete Section 1
- ☐ Information Technology Related Purchases – Complete Section 1
- ☐ Sole Source/Single source Personal Services (non-A&E Professional Services) – Complete Section 1
- ☐ Waive Competitive Bidding Personal/Purchased Services (non-A&E Services) – Complete Section 2

Identify the source of funds (check all that apply)

- ☐ Federal funds (both as direct recipient and as a pass through or subgrantee) – complete section 3
- ☒ Non-federal sources (state, local, private entity) – Nothing additional to complete

Section 1

Complete questions 1-3 **OR** question 4 in documenting your sole source justification.

1. What purchase specifications and/or performance requirements limit the market to only one vendor?

The Sheriff's Office seeks a system that is a high speed pursuit alternative to reduce risk to deputies and the community. The equipment that we seek is vehicle mounted and installed system that allows the deputy to tag a suspect vehicle and then track that vehicle from a distance. This allows the deputy to terminate a high speed pursuit and pursue the vehicle using GPS technology and avoid high risk pursuits.

The vehicle mounted GPS launcher deploys a GPS tracking tag that attaches to the suspect vehicle. Location data is communicated to a mapping platform that allows law enforcement to track the vehicle.

StarChase has an 85% apprehension rate.

Vehicle Mounted GPS Launcher: <https://www.starchase.com/products/vehicle-mounted-gps-launcher/>

2. How did you determine that only one vendor could respond to your specifications?

Speaking with the company, they advised they are the only company that provides this type of product. An internet search revealed that StarChase is the only vendor that could respond to the specifications that are needed for this type of product.

3. Will the vendor certify that the County is getting the lowest price it offers?

The vendor provided a sole source letter and indicated that they "offer the lowest price."

4. Describe any and all market conditions that justify the waiver of competitive bidding for purchases involving special facilities or market conditions. These are generally limited to good deals that are available for a short time, such as a very good price on an exceptional piece of used equipment, or the chance to buy supplies at a going-out-of-business sale or similar event.

Section 2

1. Describe the nature and scope of personal services to be provided.
2. How did you determine that the county was getting the best value for this service or that use of this vendor best serves the interests of Thurston County?

Section 3

When using Federal funds for a procurement, federal requirements on competitive bidding must be followed. Sole source procurements are exempt from competitive bidding or referred to as a noncompetitive proposal. The Federal government defines procurement by noncompetitive proposals as a procurement through solicitation of a proposal from only one source. Document under which criteria this procurement may be awarded by non-competitive proposals in accordance with 2 CFR § 200.320(f):

- ☒ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - ☐ After requesting quotes from three or more sources, competition is determined inadequate
-

Section 4

Leave Section 4 blank. To be completed by Thurston County's Internal Auditor.

This section to be completed by Thurston County's Internal Auditor

Section 1 Review:

Competitive bidding may be waived when a procurement is clearly and legitimately limited to a single vendor. The above procurement as outlined in Section 1 meets one or more of the criteria for waiving competitive bidding requirements:

- ☒ Licensed, copyrighted, or patented products or services that only one vendor provides
- ☐ New equipment or products that must be compatible with existing equipment or products
- ☐ Proprietary or custom-built software or information systems that only one vendor provides
- ☐ Products or services where only one vendor meets the required certifications or statutory requirements
- ☐ Not Applicable (The request is not for a sole source procurement)

County Policy requires documentation that the procurement meets certain requirements. The above procurement meets all the documentation criteria as selected below:

- ☒ The good or service is available only through one provider or manufacturer (or distributor, and the manufacturer so certifies)
 - ☒ The specifications are material to the purpose of the procurement and are not merely written to limit competition.
 - ☒ The vendor certifies that the County is getting the lowest price it offers.
 - ☐ Not Applicable (The request is not for a sole source procurement)
-

Section 2 Review

Procurements that are fully or partially funded with federal dollars must be competitively bid as required by 2 CFR § 200.320(f). Single source procurements obtained with federal funding cannot be awarded by a noncompetitive proposal. Therefore, when federal funds are involved, the BoCC may not waive competitive bidding requirements for these procurements. I confirm that the above request in section 2 meets the following:

- ☐ Federal funds are not used on this procurement and therefore waiver of competitive bidding is allowable.
- ☒ Not Applicable (The request is not for a single source procurement).

Section 3 Review

When Federal funds are used on a sole source procurement, one of 4 criteria must be met as outlined in 2 CFR § 200.320(f). This sole source request also meets one of the four federal requirements (or is not applicable):

- ☐ The item is available only from a single source
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- ☐ The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- ☐ After requesting quotes from three or more sources, competition is determined inadequate.
- ☒ Not Applicable (Procurement is not funded with Federal funds)

Internal Audit Sole Source or Single Source Confirmation

- ☒ The **Sole source/Single Source** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f).
- ☐ The **Waiver** justification meets the requirements of County Policy, RCW, and CFR 2 CFR § 200.320(f). The BoCC may consider waiving the competitive bidding requirements in County policy for this service.

Brandon Weber

Internal Auditor

Brandon Weber

3/29/2024

Printed Name

Title

Signature

Date



Board of County Commissioners **AGENDA ITEM SUMMARY**

Agenda Date: Date Created: 4/16/2024 Agenda Item #:

Created by: Sabrina Craig, Program Manager - Superior Court - 360-709-3089

Creator = Presenter? ☒ Yes ☐ No Is this a presentation by more than one person? ☐

Presenter: **Sabrina Craig, Program Manager - Superior Court - 360-709-3089**

Item Title:

Toxicology Services Contract for Superior Court programs

Action Needed: Class of Item:

List of Exhibits



AVERHEALTH - HIPAA
PROFESSIONAL SVCS
CONTRACT FINAL.doc
DOC File
1.07 MB

Attach any materials such as spreadsheets, powerpoint presentations, word documents, etc.

[Click Additional Attachment](#) to attach more materials.

NOTE: If you attach a file and get a message saying " **You have chosen to attach a large file...** ", you need to optimize the file to make it smaller. Contact Dan Murray at 4593 for assistance.

Clearance from other Departments? ☐

Budget Effect Summary? ☐

Recommended Action:

Move to approve the contract with Avertest LLC, dba Averhealth for the amount of \$110,000 for the term of May 1, 2024 to June 30, 2025 for toxicology services for Superior Court programs, and authorize the Superior Court Administrator to execute the contract and up to two one-year renewals and any other amendments that do not exceed 10%.

Item Description:

This contract with Avertest LLC dba Averhealth, provides toxicology services (UAs) for all Thurston County Superior Court programs to include: DUI/Drug Court, Family Recovery Court and Family and Juvenile Court. All toxicology services provided through this contract will be reimbursed on a fee for service basis, with each department billed for services under this contract individually.

Following our recent RFP for toxicology services for the Superior Court programs, we move that the Board approve the toxicology services contract with Avertest LLC dba Averhealth who was the selected bidder. This contract is in the amount of \$110,000 for the initial term of May 1, 2024 to June 30, 2025, an initial period of 14 months in an effort to align the toxicology contract period with the funding source MOU dates. Additionally, we ask the board to authorize the Superior Court Administrator to execute the contract and up to two one-year renewals.

This AIS is complete and ready for the Clerk of the Board to include in the Board Agenda: ☒

Date Submitted: 4/16/2024

PROFESSIONAL SERVICES CONTRACT
(INVOLVING PROTECTED HEALTH INFORMATION)

THURSTON COUNTY/ AVERTEST LLC DBA AVERHEALTH.

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**COUNTY**," and **Avertest LLC dba Averhealth**, with its principal offices at **2916 W. Marshall St. Ste. A, Richmond, VA 23230**, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on **05/01/2024** and shall remain in effect through **06/30/2025** unless renewed or terminated sooner as provided herein. The parties may, if mutually agreeable, renew this contract on an annual basis up to two (2) times. Such renewal, if exercised, will be memorialized in a written Contract Amendment.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.

b. Coordination with other County Departments as necessary for the performance of the CONTRACTOR'S services.

- c. Services documents, or other information identified in Exhibit A for the purpose of data set up and billing.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:

Name of Representative: Dominique Delagnes

Title: Chief Operating Officer

Mailing Address: 2916 W. Marshall St Ste. A

City, State and Zip Code: Richmond, VA 23230

Telephone Number: (804) 508-6202

E-mail Address: DDelagnes@averhealth.com

- b. For County:

Name of Representative: Sabrina Craig

Title: Program Manager

Mailing Address: 2400 Bristol Ct. SW

City, State and Zip Code: Olympia, WA 98502

Telephone Number: (360) 709-3089

E-mail Address: Sabrina.Craig@co.thurston.wa.us

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$110,000.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. SAFEGUARDING PERSONAL INFORMATION

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. The COUNTY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a

Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents as additional insureds with respect to performance of services and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
3000 Pacific Ave SE
Olympia, Washington 98501

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. FAILURE TO COMPLY WITH CONTRACT REQUIREMENTS

a. If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as is legally available including, but not limited to, termination of this Contract in the manner specified herein.

b. If the COUNTY determines that the CONTRACTOR has failed to comply with any of its contractual obligations, the COUNTY will notify the CONTRACTOR in writing of the specific actions which must be taken by the CONTRACTOR to achieve compliance within thirty (30) calendar days or such shorter time as the COUNTY determines based on the circumstances. The COUNTY will offer technical assistance to develop and implement a corrective action plan, offering any specific feedback necessary for making corrections. If the CONTRACTOR fails to comply with the contractual obligations in accordance with the notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold payment until such time as the CONTRACTOR achieves compliance with the Contract terms.

11. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

12. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

13. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

14. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

15. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

16. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

17. NONDISCRIMINATION REQUIREMENT

During the term of this Contract, the CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.400 and 49.60.530(3). In addition, the CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organization with which the CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.

18. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

19. DEBARMENT AND SUSPENSION

As part of compliance with OMB circular A-102 and Executive Order 12549, the CONTRACTOR certifies that neither it nor its principals are not presently suspended, debarred, proposed for debarment, declared ineligible, or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

The CONTRACTOR has not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The CONTRACTOR is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and has not within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the CONTRACTOR is found to be disbarred or suspended or otherwise excluded from or ineligible for participation in any Federal program at any time during the Contract period, immediate termination of this Contract will result.

20. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 21.

21. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

22. SEVERABILITY

a. 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.

b. 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.

c. 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.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:

Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____
(Authorized Representative)

_____, Department
Jon Tunheim, Prosecuting Attorney

Date _____

Date 4/22/24

Title: _____

Signature: *Julie Carignan*
Julie Carignan, Deputy Prosecuting Attorney

Address: _____

Approved as to Form by the Prosecuting Attorney's Office
Reviewed 04/16/2024

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ AVERTEST LLC DBA AVERHEALTH

1. Substances Tested

The CONTRACTOR will provide a menu of drug test panels and individual tests that can be ordered on an as needed basis. These tests will detect the presence and quantity of the substances (analytes) and at the cut-off concentration levels specified in the compendium attached as Exhibit C.

2. Adulterants

In addition, the following validity testing will be provided with each specimen: creatinine, pH, nitrite levels, and specific gravity.

3. Drug Test Panels

- A. The CONTRACTOR will provide, at minimum the following drug panels and individual screening tests. Confirmation will automatically follow positive screen results for all relevant substances.
- B. The CONTRACTOR will enable the COUNTY to add additional substances or adulterants to any screening panels and in accordance with the menu provided in the proposal provided by CONTRACTOR. In addition, the CONTRACTOR will provide "confirmation only" tests for any of the substances listed, upon request by the COUNTY.

Screen	Drugs Tested in Panels
7-Drug Panel with Adulterants	Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Marijuana, Opiates, Oxycodone, Fentanyl
8-Drug Panel with Adulterants	Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Marijuana, Opiates, Oxycodone, Ethyl glucuronide (EtG), Fentanyl
Alcohol	Ethanol (EtOH)
Alcohol Metabolites	Ethylglucuronide (EtG) and Ethylsulfate (EtS)
Amphetamines	See compendium in Exhibit C for analytes included.
Bath Salts	Synthetic Cathinones
Benzodiazepines	See compendium in Exhibit C for analytes included.
Buprenorphine	Buprenorphine and Norbuprenorphine
Cocaine	Benzoylcegonine
Ecstasy	MDMA and MDA
Kratom	Mitragynine

Marijuana	THC and Marijuana Metabolite
Marijuana, Synthetic (Spice)	Synthetic Marijuana
Methadone	Methadone and Methadone Metabolite
Opiates	See compendium in Exhibit C for analytes included.
Oxycodone	Oxycodone, Oxymorphone and Noroxycodone
Tramadol (Ultram®)	Tramadol
6-AM (heroin metabolite)	Heroin Metabolite
SOMA	SOMA
Meperidine (Demerol)	Meperidine
Gabapentin	Gabapentin
Fentanyl	Fentanyl/Nor fentanyl

4. Testing Materials

- A. All testing materials and supplies, including test order forms, specimen containers, collection devices and shipping materials, will be provided by the CONTRACTOR at no additional cost to COUNTY. This includes the following materials necessary for processing all specimens and depositing for transport via Fed Ex to the laboratory:
 - 60mL wide mouth resealable, leakproof specimen bottles with temperature strip
 - Specimen order forms with tamper strip tape
 - Tamperproof, bags with absorbent pad for specimen leak containment during transport
 - Collection hats for hands free specimen collection
 - Pre-paid Fed Ex shipping materials
- B. Supplies, including order forms, will be provided to the COUNTY one week prior to implementation and within 1 week of any future COUNTY request for supplies. This will ensure specimen collection remains uninterrupted. CONTRACTOR will also monitor the COUNTY utilization of supplies, with the purpose of ensuring adequate supplies are available to the COUNTY's specified location in advance of the requests.
- C. At no additional cost, the CONTRACTOR will customize electronic order forms format to meet the COUNTY's specific requirements.

5. Specimen Pick-Up & Transportation

- A. The CONTRACTOR will provide daily specimen transport/mailling service via UPS. The pick up from Drug Court will be at the Drug Court building and established by mutual agreement between the COUNTY and the CONTRACTOR.

- B. Specimens will be packaged by the COUNTY in transport packaging Monday through Saturday before the agreed pick-up time. The CONTRACTOR will arrange transportation so that all specimens will be in transit to the test site within 24hrs of collection Monday through Friday but not more than 48 hours of collection Saturday, Sunday and holidays. All specimen transportation will be at no additional cost to the COUNTY.
6. Client Reporting, Randomization and Test Results
- A. The CONTRACTOR will provide the COUNTY with access to a cloud-based, secured, paperless system that is HIPAA compliant. The system will provide the COUNTY the following benefits:
- Individualized randomization for all participants (using PIN or personal code)
 - Participant call log-with real time reporting
 - 24-hour access to screening and confirmation reports (results for most screens provided within 24hrs of specimen receipt, confirmation reports within 48hrs or 2 business days after initial screen results)
 - Printable test results
 - Ability to organize participants into categories or groups based on frequency or test panel
 - Positivity reports for specific substances and overall specimens
 - Provide interface with the COUNTY case management systems allowing auto-upload of UA results.
7. Specimen Retention
- A. Urine specimens which have been confirmed positive will be retained by the CONTRACTOR for a period of not less than six months after results have been reported to the COUNTY.
8. Management Reports
- A. The CONTRACTOR will provide management reports to the COUNTY as requested. These reports must be specific, easy to read, and provided in both electronic and hard copy forms.
- B. Management reports must contain at least the following information:
- Total number of tests performed
 - Positive results that include total numbers, rates and percentage by site and substance
 - Time analysis of all test results trends
 - Specimen collection compliance with related College of American Pathologist or related standards
 - Testing compliance with Clinical Laboratory Improvement Amendments or related standards
- C. The CONTRACTOR will ensure flexibility and timeliness in providing report formats and content consistent with the COUNTY's requirements, which may vary over time.
- D. The CONTRACTOR will also communicate and assure that current trends, state of the art processes and relevant issues are brought to the attention of the COUNTY in a timely manner to guarantee that the COUNTY is receiving the most current research-based information and technology available in toxicology testing services.
9. Customer Service & Technical Assistance

A. The CONTRACTOR will have staff available by phone or email for questions related to, but not limited to:

- Ordering Tests
- Specimen collection
- Testing methods
- Interpreting test results
- Billing

B. The CONTRACTOR will ensure that the COUNTY has access to a toxicologist by email, phone or virtual platform to address problems or concerns regarding test results or interpretation of results as well as procedures used in determining results.

10. Training

A. The CONTRACTOR will provide training (at no additional cost to the COUNTY) to include at a minimum the following topics:

- Forms
- Specimen collection process
- Collection chain of custody safe-guards
- Specimen transportation
- Confirmation testing
- Re-testing
- Test result notification
- Reports
- Test result consultation
- Billing/payment process

11. Client set up

A. The COUNTY will provide the CONTRACTOR with client lists for each program so as to auto populate program data in Aversay.

B. The COUNTY will provide the CONTRACTOR with vendor information forms to allow for set up of in County Accounting system.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ AVERTEST LLC DBA AVERHEALTH

COMPENSATION

1. Payment

The funds identified on page 1 of this contract are an estimated annual cost based on historic utilization and the pricing schedule below and to ensure reimbursement to the CONTRACTOR for services provided under this contract. The funds listed are not a guarantee of payment of the contract amount. The CONTRACTOR will be reimbursed on a fee for service basis monthly, reflecting the pricing schedule provided below and as invoiced by the CONTRACTOR. The COUNTY will make payments on individual invoices provided to each COUNTY program identified in Section 3 of the Professional Services Contract for services provided under that program's account.

2. Billing

The CONTRACTOR will bill the COUNTY monthly based on the month in which the tests were conducted. The CONTRACTOR will bill separately the individual COUNTY programs set forth in Section 3 of the Professional Services Contract, with individual invoices directed to the appropriate representative identified in Section 3 of the Professional Services Contract. The itemized billing report will reflect the cost of each, individual test(or panel test) and any subsequent confirmation test, as referenced below in the pricing detail. The invoice will batch all testing services by month and order authorized, and will contain the following identifying information:

1. Program name
2. Specimen Identification Number
3. Date of Specimen Collection
4. Date of Specimen Testing
5. Client name and ID
6. Panel or Drug(s) Tested
7. Cost of Panel or Drug(s) Tested

Monthly billing summaries and invoices will be available for review no later than the first day of the month following the month the services are provided. The billing summaries and invoices will be available via Averhealth customer portal and in hard copy if requested.

3. Pricing

Pricing is based on the table below with volume threshold pricing based on the total number of samples collected by the COUNTY programs.

Description of services	Pricing								
7-Drug Urine Panel with Adulterants with LC-MS/MS automatic confirmation Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Marijuana, Opiates, Oxycodone, Fentanyl Note: methamphetamine is included in the amphetamine assay and oxycodone is included in the opiate assay. The LC-MS/MS confirmation will identify which analyte is present in the specimen.	<table border="1"> <tr><td>1,300 Samples/Month</td><td>\$7.15</td></tr> <tr><td>1,000 Samples/Month</td><td>\$7.35</td></tr> <tr><td>700 Samples/Month</td><td>\$7.70</td></tr> <tr><td>500 Samples/Month</td><td>\$8.15</td></tr> </table> Monthly quantities below 500 samples per month will be billed at a higher rate. Volume-based pricing may lead to monthly variance in panel pricing.	1,300 Samples/Month	\$7.15	1,000 Samples/Month	\$7.35	700 Samples/Month	\$7.70	500 Samples/Month	\$8.15
1,300 Samples/Month	\$7.15								
1,000 Samples/Month	\$7.35								
700 Samples/Month	\$7.70								
500 Samples/Month	\$8.15								
8-Drug Urine Panel with Adulterants with LC-MS/MS automatic confirmation Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Marijuana, Opioids, Oxycodone, Ethyl glucuronide (EtG), Fentanyl Note: methamphetamine is included in the amphetamine assay and oxycodone is included in the opiate assay. The LC-MS/MS confirmation will identify which analyte is present in the specimen.	<table border="1"> <tr><td>1,300 Samples/Month</td><td>\$9.65</td></tr> <tr><td>1,000 Samples/Month</td><td>\$9.85</td></tr> <tr><td>700 Samples/Month</td><td>\$10.20</td></tr> <tr><td>500 Samples/Month</td><td>\$10.65</td></tr> </table> Monthly quantities below 500 samples per month will be billed at a higher rate. Volume-based pricing may lead to monthly variance in panel pricing.	1,300 Samples/Month	\$9.65	1,000 Samples/Month	\$9.85	700 Samples/Month	\$10.20	500 Samples/Month	\$10.65
1,300 Samples/Month	\$9.65								
1,000 Samples/Month	\$9.85								
700 Samples/Month	\$10.20								
500 Samples/Month	\$10.65								
Oral Fluid Panel Benz, Coc, Meth, Opiates, & THC	\$19.50 / test								
Oral Fluid Lab Test Add-ons Alcohol, Buprenorphine, Fentanyl, Methadone, Oxycodone, Tramadol	\$2.50 / panel								
LC-MS/MS Confirmation Testing	\$15.00 per assay								
Standard Lab Test– Single Substance Test Amphetamines (Amphetamines, Ecstasy, Methamphetamines), Barbiturates, Benzodiazepines, Cannabinoids (THC), Cocaine, Ecstasy, Methadone, Methamphetamine, Methaqualone, Opiates (Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), PCP, and Propoxyphene	<table border="1"> <tr><td>1,300 Samples/Month</td><td>\$7.15</td></tr> <tr><td>1,000 Samples/Month</td><td>\$7.35</td></tr> <tr><td>700 Samples/Month</td><td>\$7.70</td></tr> <tr><td>500 Samples/Month</td><td>\$8.15</td></tr> </table> Volume-based pricing may lead to monthly variance in the single panel price.	1,300 Samples/Month	\$7.15	1,000 Samples/Month	\$7.35	700 Samples/Month	\$7.70	500 Samples/Month	\$8.15
1,300 Samples/Month	\$7.15								
1,000 Samples/Month	\$7.35								
700 Samples/Month	\$7.70								
500 Samples/Month	\$8.15								
Standard Lab Tested Drug Add-on Amphetamines (Amphetamines, Ecstasy, Methamphetamines), Barbiturates, Benzodiazepines, Cannabinoids (THC), Cocaine, Ecstasy, Methadone, Methamphetamine, Methaqualone, Opiates (Morphine, Heroin, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), PCP, and Propoxyphene	\$ 0.50 / test								

Specialty Lab Test– Single Substance Test Buprenorphine, Carisoprodol, Cotinine, EtG (Urine only), Fentanyl, Heroin, Ketamine, Mitragynine, LSD, Meperidine, Tramadol, or Zolpidem	1,300 Samples/Month	\$7.15
	1,000 Samples/Month	\$7.35
	700 Samples/Month	\$7.70
	500 Samples/Month	\$8.15
Volume-based pricing may lead to monthly variance in the single panel price.		
Specialty Lab Tested Drug Add-on Buprenorphine, Carisoprodol, Cotinine, EtG (Urine only), Fentanyl, Heroin, Ketamine, Mitragynine, LSD, Meperidine, Tramadol, or Zolpidem		\$2.50 / test
Gabapentin Lab Test Add-on		\$5.00 / test
Synthetic Cannabinoids Urine LC-MS/MS Lab Test Analysis		\$25.00 / test
Synthetic Stimulants Urine LC-MS/MS Lab Test Analysis (<i>Bath Salts</i>)		\$35.00 / test
Xylazine LC-MS/MS Lab Test		\$35.00 / test
Hair Test Amphetamines, Benzodiazepine, Cannabinoids, Cocaine, Opiates		\$85.00 / panel
Temperature Strip		\$0.30 / test
In-person Expert Witness Testimony		\$1,500 per event
Litigation Packet		\$150.00 / packet
Additional Invoice Customization		\$15.00 per invoice
Case Management System		Included, No Charge
Random Selection		Included, No Charge
Client Notification System		Included, No Charge
Video Testimony		Included, No Charge

EXHIBIT C

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ AVERTEST LLC DBA AVERHEALTH

LAB TEST MENU

Name	Type	Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL or 500 ng/mL	100 ng/mL
MDA	Urine		50 ng/mL
MDEA	Urine		50 ng/mL
MDMA	Urine		50 ng/mL
Methamphetamine	Urine		100 ng/mL
Phentermine	Urine		50 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	
Benzococaine	Urine		50 ng/mL
Opiates	Urine	300 ng/mL	N/A
Heroin (6-MAM)	Urine		5 ng/mL
Codeine	Urine		50 ng/mL
Hydrocodone	Urine		50 ng/mL
Hydromorphone	Urine		50 ng/mL
Morphine	Urine		50 ng/mL
Oxycodone	Urine		50 ng/mL
Oxymorphone	Urine		50 ng/mL
PCP	Urine	25 ng/mL	12 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
Butabarbital	Urine		100 ng/mL
Pentobarbital	Urine		100 ng/mL
Secobarbital	Urine		100 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
Alprazolam	Urine		50 ng/mL
Clonazepam	Urine		50 ng/mL
Diazepam	Urine		50 ng/mL
Hydroxyalprazolam	Urine		50 ng/mL
Lorazepam	Urine		50 ng/mL
Nordiazepam	Urine		50 ng/mL
Oxazepam	Urine		50 ng/mL
Temazepam	Urine		50 ng/mL
Buprenorphine	Urine	5 ng/mL	5 ng/mL
Norbuprenorphine	Urine		50 ng/mL
Cotinine	Urine	500 ng/mL	N/A
Ecstasy	Urine	500 ng/mL	100 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine		100 ng/mL

Name	Type	Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL or 500 ng/mL	100 ng/mL
MDA	Urine		50 ng/mL
MDEA	Urine		50 ng/mL
MDMA	Urine		50 ng/mL
Methamphetamine	Urine		100 ng/mL
Phentermine	Urine		50 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	
Benzococaine	Urine		50 ng/mL
Opiates	Urine	300 ng/mL	N/A
Heroin (6-MAM)	Urine		5 ng/mL
Codeine	Urine		50 ng/mL
Hydrocodone	Urine		50 ng/mL
Hydromorphone	Urine		50 ng/mL
Morphine	Urine		50 ng/mL
Oxycodone	Urine		50 ng/mL
Oxymorphone	Urine		50 ng/mL
PCP	Urine	25 ng/mL	12 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
Butabarbital	Urine		100 ng/mL
Pentobarbital	Urine		100 ng/mL
Secobarbital	Urine		100 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
Alprazolam	Urine		50 ng/mL
Clonazepam	Urine		50 ng/mL
Diazepam	Urine		50 ng/mL
Hydroxyalprazolam	Urine		50 ng/mL
Lorazepam	Urine		50 ng/mL
Nordiazepam	Urine		50 ng/mL
Oxazepam	Urine		50 ng/mL
Temazepam	Urine		50 ng/mL
Buprenorphine	Urine	5 ng/mL	5 ng/mL
Norbuprenorphine	Urine		50 ng/mL
Cotinine	Urine	500 ng/mL	N/A
Ecstasy	Urine	500 ng/mL	100 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine		100 ng/mL

Name	Type	Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL or 500 ng/mL	100 ng/mL
MDA	Urine		50 ng/mL
MDEA	Urine		50 ng/mL
MDMA	Urine		50 ng/mL
Methamphetamine	Urine		100 ng/mL
Phentermine	Urine		50 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	50 ng/mL
Benzococaine	Urine		
Opiates	Urine	300 ng/mL	N/A
Heroin (6-MAM)	Urine		5 ng/mL
Codeine	Urine		50 ng/mL
Hydrocodone	Urine		50 ng/mL
Hydromorphone	Urine		50 ng/mL
Morphine	Urine		50 ng/mL
Oxycodone	Urine		50 ng/mL
Oxymorphone	Urine		50 ng/mL
PCP	Urine	25 ng/mL	12 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
Butabarbital	Urine		100 ng/mL
Pentobarbital	Urine		100 ng/mL
Secobarbital	Urine		100 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
Alprazolam	Urine		50 ng/mL
Clonazepam	Urine		50 ng/mL
Diazepam	Urine		50 ng/mL
Hydroxyalprazolam	Urine		50 ng/mL
Lorazepam	Urine		50 ng/mL
Nordiazepam	Urine		50 ng/mL
Oxazepam	Urine		50 ng/mL
Temazepam	Urine		50 ng/mL
Buprenorphine	Urine	5 ng/mL	5 ng/mL
Norbuprenorphine	Urine		50 ng/mL
Cotinine	Urine	500 ng/mL	N/A
Ecstasy	Urine	500 ng/mL	100 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine		100 ng/mL

EXHIBIT D

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ AVERTEST LLC DBA AVERHEALTH

BUSINESS ACCOUNT AGREEMENT ADDENDUM

THIS BUSINESS ASSOCIATE AGREEMENT (the "Addendum") is effective this 1st day of May 2024 (the "Effective Date") between Thurston County ("Covered Entity"), and Avertest LLC dba Averhealth ("Business Associate").

RECITALS

WHEREAS, Covered Entity and Business Associate are parties entering into a Toxicology Services Contract dated May 1st, 2024 and incorporated herein by reference (the "Underlying Agreement") pursuant to which Business Associate will provide laboratory based services and such services involve the use and disclosure of Individually Identifiable Health Information that is subject to protection under HIPAA and the HIPAA Rules (all as hereinafter defined); and

WHEREAS, Business Associate has created and maintains security safeguards for the protection from unlawful disclosure of Protected Health Information (as hereinafter defined); and

WHEREAS, Covered Entity and Business Associate desire compliance with the Standards for Privacy of Individually Identifiable Health Information set forth under the HIPAA and the HIPAA Privacy Rule;

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entity and Business Associate enter into the following Addendum to provide a full statement of their respective responsibilities as more fully described below:

ARTICLE 1 DEFINITIONS

Definitions. Unless otherwise provided herein terms used shall have the same meaning as set forth in HIPAA and the HIPAA Rules.

- 1.1 **"Addendum"** means this Business Associate Agreement Addendum.
- 1.2 **"Business Associate"** as used in this Addendum means the Business Associate named in this Addendum and generally has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. Any reference to Business Associate in this Addendum includes Business Associate's employees, agents, officers, subcontractors, volunteers, or directors.
- 1.3 **"C.F.R."** means and refers to the Code of Federal Regulations.
- 1.4 **"Covered Entity"** means Thurston County, a Covered Entity as defined at 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.5 **"Designated Record Set"** means a group of records maintained by or for a Covered Entity that is: the medical records and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical

management record systems maintained by or for a health plan; or used, in whole or in part, by or for the Covered Entity to make decisions about Individuals.

- 1.6 **"Electronic Protected Health Information" or "EPHI"** means Protected Health Information that is transmitted by electronic media or maintained in electronic media.
- 1.7 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as Title XIII of The American Recovery and Reinvestment Act of 2009, H.R. 1, Pub.L. 111-5 (February 17, 2009), as amended or superseded, and any current and future regulations promulgated under HIPAA.
- 1.8 **"HIPAA Rules"** means the Privacy, Security, Enforcement, and Breach Notification Rules at 45 C.F.R. Part 160 and Part 164, in effect or as amended.
- 1.9 **"Individual"** means the person who is the subject of Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.10 **"Material Alteration"** means any addition, deletion or change to the PHI of any subject other than the addition of indexing, coding and other administrative identifiers for the purpose of facilitating the identification or processing of such information.
- 1.11 **"Privacy Rule"** means the Privacy Standards at 45 C.F.R. Part 164, Subpart E, in effect or as amended.
- 1.12 **"Protected Health Information" or "PHI"** means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 C.F.R. § 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 C.F.R. § 160.103. PHI is information transmitted or held in any form or medium and includes Electronic Protected Health Information. 45 C.F.R. § 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g (a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- 1.13 **"Security Rule"** means the Security Standards at 45 C.F.R. Part 164, Subparts A and C, in effect or as amended.
- 1.14 **"Subcontractor"** as used in this Addendum means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.15 **"Underlying Agreement"** means toxicology services contract and all accompanying documents.

ARTICLE 2

SCOPE OF USE OF PHI

- 2.1 **Services.** Except as otherwise specified herein, the Business Associate may use PHI solely to perform its duties as set forth in the Underlying Agreement. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate and to provide any data aggregation services pursuant to the Underlying Agreement.

2.1.1 Business Associate may disclose PHI for the purposes pursuant to the Underlying Agreement only to its employees, subcontractors and agents, in accordance with Section 2.3.4 as directed by the Covered Entity.

2.1.2 Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which the PHI was disclosed to the person, the person implements reasonable and appropriate security measures to protect the PHI, and the person notifies the Business Associate of any instances of which it is aware where the confidentiality of the PHI has been breached.

2.2 **Breach or Misuse of PHI.** Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of the Underlying Agreement and this Addendum and/or legal action. Unauthorized disclosure of PHI may give rise to irreparable injury to the Individual or to the owner of such information, and the Individual or owner of such information may seek legal remedies against Business Associate.

2.3 **Responsibilities of Business Associate.** With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

2.3.1 Use and/or disclose PHI only as permitted or required by this Addendum, HIPAA and HIPAA Rules, or as otherwise permitted or required by law. Business Associate agrees that it will not use or disclose PHI in any manner that violates federal law, including but not limited to HIPAA and any regulations enacted pursuant to its provisions, or applicable provisions of Washington State law. The Business Associate agrees that it is subject to and directly responsible for full compliance with the Privacy Rule that applies to the Business Associate to the same extent as the Covered Entity.

2.3.2 Use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI, including, but not limited to the following:

Any files on location at the agency must be kept in locked cabinets. Any client information transported must be kept from unauthorized access at all times.

In addition, the Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity in accordance with 45 C.F.R. Part 164, subpart C for as long as the PHI is within its possession and control, even after the termination or expiration of this Addendum. The Business Associate agrees that it is subject to and directly responsible for full compliance with the HIPAA Security Rule that applies to Business Associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 C.F.R., to the same extent as the Covered Entity.

2.3.3 Business Associate shall apply the HIPAA Minimum Necessary standard to any use or disclosure of PHI necessary to achieve the purposes of the Underlying Agreement. See 45 C.F.R. 164.514(d)(2) through (d)(5).

2.3.4 Require all of its employees, representatives, subcontractors and agents that create, receive, maintain, or transmit PHI or use or have access to PHI under the Underlying Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply herein, including the obligation to return or destroy the PHI if feasible, as provided under Sections 5.4 and 5.5 of this Addendum.

2.3.5 Promptly report to the designated privacy officer of the Covered Entity, any use and/or disclosure of the PHI that is not permitted or required by this Addendum by telephoning the privacy officer within twenty-four (24) hours of becoming aware of it, and providing a written report of the unauthorized disclosure within five (5) business days.

The name and contact information for the Covered Entity's privacy officer is as follows:

Contact Officer: Brian Bishop
Telephone: (360) -867-2471
E-mail: brian.bishop@co.thurston.wa.us
Address: 3000 Pacific Ave SE Olympia Wa 98501

2.3.6 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the law.

2.3.7 Within twenty-four (24) hours of the discovery of a breach as defined at 45 C.F.R. § 164.402 notify the Covered Entity's privacy officer of any breach of unsecured PHI and take actions as may be necessary to identify, mitigate and remediate the cause of the breach. A breach shall be treated as discovered by the Business Associate in accordance with the terms of 45 C.F.R. § 164.410. The notification shall include the following information which shall be updated promptly and provided to the Covered Entity as requested by the Covered Entity:

a. the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during such breach;

b. a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

c. a description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

d. any steps individuals should take to protect themselves from potential harm resulting from the breach;

e. a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;

f. contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address; and

g. any other information required to be provided to the individual by the Covered Entity pursuant to 45 C.F.R. § 164.404, as amended.

To the extent the Covered Entity deems warranted, the Covered Entity may provide notice or may require Business Associate to provide notice at Business Associate's expense to any or all individuals whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed as a result of such breach. In such case, the Business Associate shall consult with the Covered Entity regarding appropriate steps required to notify third parties. The Business Associate shall reimburse the Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate.

2.4 Covered Entity Obligations. With regard to the use and/or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees to:

- 2.4.1** Provide the Business Associate a copy of the notice of privacy practices that the Covered Entity provides to Individuals pursuant to 45 C.F.R. § 164.520 by attaching it to this Addendum (Attachment A), and inform the Business Associate of any changes in the form of the notice;
- 2.4.2** Inform the Business Associate of any changes in, or withdrawal of, the authorization provided to the Covered Entity by Individuals whose PHI may be used and/or disclosed by Business Associate under the Underlying Agreement pursuant to 45 C.F.R. § 164.508; and
- 2.4.3** Notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by the Covered Entity in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

ARTICLE 3 AMENDMENT OF PHI

- 3.1 Amendments by Business Associate.** Should Business Associate make any Material Alteration to PHI, Business Associate shall provide Covered Entity with notice of each Material Alteration to any PHI and shall promptly cooperate with Covered Entity in responding to any request made by any subject of such information to Covered Entity to inspect and/or copy such information. Business Associate shall not deny Covered Entity access to any such information if, in Covered Entity's sole discretion, such information must be made available to the subject seeking access to it. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within twenty (20) days of the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 3.2 Amendments Requested by Covered Entity.** Business Associate shall promptly incorporate all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete.

ARTICLE 4 AVAILABILITY, ACCOUNTING OF DISCLOSURES, AUDITS AND INSPECTIONS

- 4.1 **Availability of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make PHI available to Covered Entity or, as directed by Covered Entity, to an Individual, within twenty (20) days of the request of the Covered Entity and in the manner designated by Covered Entity in accordance with 45 C.F.R. § 164.524.
- 4.2 **Accounting of Disclosures.** Business Associate agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Business Associate will provide such accounting of disclosures to Covered Entity as soon as possible, but at least twenty (20) days from request by Covered Entity. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) the purpose for which the PHI was disclosed, including the basis for such disclosure, or a copy of a written request for disclosure under §§ 164.502(a)(2)(ii) or 164.512. Business Associate shall maintain a process to provide the accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of Covered Entity.
- 4.3 **Access to Department of Health and Human Services.** Business Associate shall make its facilities, internal practices, books, records, documents, electronic data and all other business information relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services, governmental officers and agencies within five (5) business days of written request by the Covered Entity for the purpose of determining compliance with HIPAA .
- 4.4 **Access to Covered Entity.** Upon written request, Business Associate agrees to make its facilities, internal practices, books, records, documents, electronic data and all other business information available to Covered Entity within five (5) business days during normal business hours so that Covered Entity can monitor compliance with this Addendum.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term.** This Addendum is valid as of the Effective Date and remains effective for the entire term of the Underlying Agreement, or until terminated as set forth herein.
- 5.2 **Termination.** This Addendum may be terminated by Covered Entity for convenience upon the same number of days prior written notice to the Business Associate as set out in the Underlying Agreement, otherwise upon thirty (30) days prior written notice. The notice will specify the date of termination.
- 5.3 **Termination for Cause.** Covered Entity may immediately terminate this Addendum and the Underlying Agreement without penalty if Covered Entity, in its sole discretion, determines that Business Associate has: (a) improperly used or disclosed PHI in breach of this Addendum; or (b) violated a material provision of this Addendum. Alternatively, the Covered Entity may choose to provide the Business Associate with written notice of the existence of an alleged material breach and a period of fifteen (15) days in which to cure the alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Addendum and the Underlying Agreement.
- 5.4 **Alternative to Termination.** If termination is not feasible, the Covered Entity shall report the breach to the Secretary of the Department of Health and Human Services.

- 5.5 **Return/Destruction of PHI.** Business Associate agrees that, upon termination of the Underlying Agreement, for whatever reason, it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Covered Entity which Business Associate maintains in any form, and retain no copies of such information. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. An authorized representative of Business Associate shall certify in writing to Covered Entity, within five (5) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate no longer retains any such PHI in any form.
- 5.6 **No Feasible Return/Destruction of PHI.** If the return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible. To the extent that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to the PHI retained and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Business Associate shall remain bound by the provisions of this Addendum notwithstanding termination of the Underlying Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in this section.

ARTICLE 6 INDEMNIFICATION/INSURANCE

- 6.1 **Defense and Indemnification.** Business Associate shall defend, indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation attorney's fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Addendum by Business Associate, its employees, officers, agents, or subcontractors.
- 6.1.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the Addendum or HIPAA or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or Business Associate's control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure; nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 6.2 **Insurance.** If Covered Entity requires, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate naming Covered Entity as an additional named insured. Promptly following a request by Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

ARTICLE 7 MISCELLANEOUS

- 7.1 **Construction.** This Addendum shall be construed as broadly as necessary to implement and comply with HIPAA and the HIPAA Rules. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

- 7.2 **Notice.** All notices and other communications required or permitted pursuant to this Addendum shall be in writing, addressed to the party at the address set forth in the Underlying Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.
- 7.3 **Modification of Addendum.** The parties agree to take such action as is necessary to modify this Addendum to ensure consistency with amendments to and changes in the applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HIPAA Rules. This Addendum shall not be waived or altered, in whole or in part, except in writing signed by the parties.
- 7.4 **Invalid Terms.** In the event that any provision of the terms and conditions are held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Addendum will remain in full force and effect.
- 7.5 **Transferability.** Covered Entity has entered into this Addendum in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's interest under this Addendum may not be transferred or assigned or assumed by any other person, in whole or part, without the prior written consent of Covered Entity.
- 7.6 **Governing Law and Venue.** This Addendum shall be governed by, and interpreted in accordance with the laws of the State of Washington in accordance with HIPAA and the HIPAA Rules without giving effect to the conflict of laws provisions. Thurston County, Washington, shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought under, or arise out of, this Addendum.
- 7.7 **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.
- 7.8 **Binding Effect.** This Addendum shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- 7.9 **Execution.** This Addendum may be executed in multiple counterparts, each of which shall constitute an original, all of which shall constitute but one agreement.
- 7.10 **Gender and Number.** The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.
- 7.11 **Priority of Agreements.** If any portion of the Addendum is inconsistent with the terms of the Underlying Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.
- 7.12 **Survival.** The obligations of Business Associate shall survive the termination of this Addendum and the Underlying Agreement.
- 7.13 **Recitals.** The preamble to this Addendum is not a mere recital of facts, but consists of binding agreed upon statements that form the basis of this Addendum.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum effective the day and year first above written.

BUSINESS ASSOCIATE:	COVERED ENTITY: THURSTON COUNTY
<hr/> <i>Signature (Authorized Representative)</i>	<hr/> <i>Signature</i>
<hr/> <i>Printed Name</i>	<hr/> <i>Printed Name</i>
<hr/> <i>Title</i>	<hr/> <i>Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>

**ATTACHMENT A
NOTICE OF PRIVACY PRACTICES**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. PLEASE REVIEW IT CAREFULLY.

OUR LEGAL DUTY

Thurston County is required by law to maintain the privacy of your protected health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your protected health information. We are required to notify you following a breach of your unsecured protected health information. We must follow the privacy practices that are described in this Notice currently in effect.

Before we make a significant change in our privacy practices, we will change this Notice and make the new Notice available upon request. We reserve the right to change our privacy practices and the terms of this Notice at any time. Changes will be available from the County office that provides your service. Any changes in our privacy practices and the new terms of our Notice will be effective for all protected health information that we maintain, including protected health information we created or received before we made the changes.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

USES AND DISCLOSURES OF HEALTH INFORMATION

The following categories describe the ways that we may use and disclose your health information:

For treatment: We may use or disclose your health information to a physician or other healthcare provider providing treatment to you. For example, if we refer you to a physician for a service that we cannot provide, your health information will be disclosed to that office.

For payment: We may use and disclose your health information to obtain payment for services we provide to you or to coordinate your medical benefits. For example, if an insurance company pays for your service, it may be necessary to disclose your health information to that company.

For healthcare operations: We may use and disclose your health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities.

To provide appointment reminders: We may disclose limited health information to provide you with appointment reminders such as voicemail messages, postcards, or letters.

To persons involved in your care: We may use or disclose health information to notify or assist in the notification of a family member or personal representative of your location, your general condition, or death. If you are present, then we will provide you with an opportunity to object to such uses or disclosures before they are made. In the event of your incapacity or emergency circumstances, we may disclose information that is directly relevant to the person's involvement in your healthcare, if we determine that it is in your best interest to do so.

As required by law: We may disclose your health information when we are required to do so by federal, state or local law.

Business Associates: We may disclose health information to third party "business associates" who perform various activities involving your health information (e.g., claims payment or case management services) for the County. The County will implement written contracts to ensure the business associates will appropriately safeguard the information and to limit the use or disclosure of health information.

For public health activities: We may use and disclose medical information about you for public health activities, including to report births and deaths, and notify appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or other crimes.

For public safety: We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

For health oversight activities: We may disclose health information to a health oversight agency for activities authorized by law.

For judicial and administrative proceedings: We may disclose health information about you in response to a court or administrative order. We may disclose health information in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

For law enforcement purposes: We may disclose health information to law enforcement officials when certain conditions are met.

To coroners, medical examiners and funeral directors: We may disclose health information to coroners, medical examiners and funeral directors as authorized by law.

For workers' compensation: We may release health information about you for workers' compensation or similar programs.

For national security and similar government functions: We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities.

To correctional institutions or law enforcement officials: If you are an inmate of a correctional institution or under custody of a law enforcement official, we may disclose information about you to the institution or official under certain circumstances.

For organ and tissue donation: If you are an organ donor, we may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank as necessary.

Research: We may disclose information to researchers when their research has been approved by an Institutional Review Board that has reviewed the research protocol and determined that adequate safeguards exist to ensure the privacy of your health information.

With your authorization: Other uses and disclosures of health information not covered by this notice or the laws that apply to us will be made only with your written authorization. Unless otherwise allowed by law, your written authorization is required before use or disclosure of psychotherapy notes or use or disclosure of protected health information for marketing purposes or disclosure for the sale of health information. (Thurston County does not market or sell health information in any event.) If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

Specially Protected Types of Health Information: Some types of health information have greater protection under Washington State or federal laws. When required by law we will obtain your authorization before releasing HIV-related and sexually transmitted disease information that is protected by Washington State laws; alcohol and substance abuse treatment information that is protected under both Washington State and federal laws; and mental health treatment information that is protected under both Washington State and federal laws.

YOUR RIGHTS

Access: You have the right to look at and get copies of your protected health information, with limited exceptions. You may make your request for access to your medical records orally or in writing by using forms we provide or sending us a letter to the address at the end of this Notice. If you request copies, we will charge you \$0.50 for each page plus postage if you want the copies mailed to you. We may deny your request in certain very limited circumstances. If you are denied access to your protected health information, you may request that the denial be reviewed. Another licensed health care professional not directly involved in the decision to deny your request will review your request and the denial. We will abide by the outcome of the review.

Disclosure accounting: You have the right to receive a list of disclosures we or our business associates made of your protected health information for purposes other than treatment, payment, healthcare operations and certain other activities for a period of time up to six years prior to the date of the accounting request, but not including dates before April 14, 2003. You must make this request in writing to our Contact Officer. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for providing the list.

Request restrictions: You have the right to request that we restrict how we use or disclose your protected health information for treatment, payment, or health care operations or the disclosures we make to someone who is involved in your care or the payment for your care, such as a family member, other relative, or friend. We are not required to agree to your request, unless you are asking us to restrict the use and disclosure of your protected health information to a health plan for payment or health care operations and the information you seek to restrict pertains solely to a health care item or service for which you have paid the health care provider out-of-pocket in full.

Confidential communication: You have the right to request that we communicate with you about your protected health information by alternative means or at alternative locations. You must make your request in writing to the Contact Officer and may use forms we provide. Your request must specify the alternative means or location, and provide satisfactory explanation of how payments will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your protected health information. Your request must be in writing, and it must give a reason for your request. We may deny your request if you ask us to amend information that was not created by us, is not part of the information kept by the County, is not part of the information you would be permitted to inspect and copy, or is accurate and complete. Any denial will be in writing and state the reason for the denial.

Paper Copy: You have the right to get a paper copy of this Notice if you request it, even if you have agreed to receive the Notice electronically.

QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us.

If you are concerned that we may have violated your privacy rights or if you disagree with a decision we made about use or disclosure of your protected health information, you may complain to us using the contact information listed here. You also may submit a written complaint with the Secretary of the U.S. Department of Health and Human Services. You will not be retaliated against for filing a complaint.

Contact	Brian Bishop
Telephone:	360-786 867-2471
E-mail:	brian.bishop@co.thurston.wa.us
Address:	3000 Pacific Ave SE Olympia Wa. 98501