



AGENDA

DISTRICTING COMMISSION

SPECIAL MEETING

223 East 4th Street, Room 160
Port Angeles, Washington
Tuesday, February 9, 2021 – 1 p.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Districting Commission strongly encourages the public to take advantage of remote options for attending public meetings.

Meeting information can be found on the Clallam County website at:

<http://www.clallam.net/bocc/DistrictingCommission.html>

This meeting can be viewed on a live stream at this link:

<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

Citizens are encouraged to make public comment by phone, video or in writing. Citizens with comments or questions regarding the Districting Commission may contact the Clerk of the Districting Commission at agores@co.clallam.wa.us or 360-417-2256.

All Districting Commission Commissioners will be appearing by BlueJeans audio or video conferencing options only for this meeting. **No in-person attendance will be allowed until Governor's Proclamation is lifted.**

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – Please limit comments to three minutes

APPROVAL OF MINUTES

- January 25, 2021

REPORTS AND PRESENTATIONS

BUSINESS ITEMS

- Review and approval of the request for proposal packet for the recruitment of the Districting Master
 - Review press release and approve
 - Review notice for request for proposals and approve
 - Review request for proposals summary sheet and approve
 - Review application and approve
 - Review job description and approve
 - Request for proposals final packet – approve to issue to the public
- Development of selection criteria of the application and review agreement for the Districting Master
 - Selection criteria
 - Review personal services agreement and Policy 560
 - Review/approval/acceptance of the work products of the Districting Master – partial payment under contract
- Discussion on overall timeframe for the Commissioners work

AGENDA for the Meeting of February 9, 2021
DISTRICTING COMMISSION
Page 2

BUSINESS ITEMS – Continued

- Review of proposed by-laws of the Districting Commission
- Districting Commission webpage
- Schedule of availability of the individual Commissioners for the next 6 months
 - Confirm regular scheduled meeting date – Mondays at 1 p.m.
 - Confirm next meeting date

PUBLIC COMMENT – Please limit comments to three minutes

ADJOURNMENT

**INSTRUCTIONS FOR SPEAKING AT A
DISTRICTING COMMISSION MEETING:**

- Members of the public wishing to address the Commission on general items may do so during the designated times on the agenda.
- Public comment is limited to 3 minutes for each speaker subject to the Commissions concurrence.
- Individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.
- Written public comment can be emailed to the Clerk at agores@co.clallam.wa.us.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: Written testimony presented by members of the public during the meeting is considered a public document and must be submitted to the Clerk of Districting Commission. Copies of public documents from meetings are available by contacting the Public Records Department.

Minutes start page

DISTRICTING COMMISSION

Draft Minutes

January 25, 2021



CLALLAM COUNTY DISTRICTING COMMISSION MINUTES of January 25, 2021

MEETING OF THE DISTRICTING COMMISSION (DC)

Clerk Gores called the meeting to order at 1:05 p.m., January 25, 2021. Also present were Commissioners Livingston, Teichert, Collins, Hetrick-Oosterveld and McEntire. All Commissioners appeared by either video or audio. Due to Governor's Proclamation (COVID-19) in person attendance was prohibited.

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

- Selection of Chair and Vice Chair for 2021 Districting Commission

ACTION TAKEN: Collins moved to elect Teichert as Chair, Livingston second, motion carried

ACTION TAKEN: Hetrick-Oosterveld moved to elect Hetrick-Oosterveld as Vice Chair, Livingston second, motion failed

ACTION TAKEN: Collins moved to elect Livingston as Vice Chair, McEntire second, motion carried

OATHS OF OFFICE

- Oaths of Office – Loni Gores, Clerk of the Board, Notary
Gores administered the oaths of office. Each Commissioner read the oath of office back to Gores. Gores noted she would file the signed oaths with the Clallam County Auditor.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: Hetrick-Oosterveld moved to adopt the agenda as presented, Collins second, motion carried

REPORTS AND PRESENTATIONS

- **Presentation regarding Open Public Meetings Act and Public Records Act – Elizabeth Stanley, Clallam County Prosecuting Attorney's Office**

Stanley briefed the Commission on the Open Public Meetings Act and the Public Records Act. DC Commissioners discussed and asked questions.

- **Presentation regarding Home Rule Charter's provision for the Commission, State Laws regarding redistricting – Elizabeth Stanley, Clallam County Prosecuting Attorney's Office**

Stanley briefed the Commission on the Home Rule Charter and State Laws. She provided a presentation from the Secretary of State regarding Redistricting 2021(see attached). DC Commissioners discussed and asked questions.

- **Presentation from the 2011 Districting Commission Chair John Marrs and Districting Masters Gene Unger and Don Corson**

Marrs, Unger and Corson briefed the Commission on the 2011 DC process. DC Commissioners discussed and asked questions. Clerk noted that there is a 2011 Districting Commission folder that is available for review. Commissioners will set-up individual times with Gores to come review file.

CLALLAM COUNTY DISTRICTING COMMISSION
MINUTES of January 25, 2021
Page 2

BUSINESS ITEMS

• **Discussion on staff support – Clerk duties**

McEntire commented that it would be beneficial to appoint Gores as the Districting Commission Clerk. He noted she can help with posting notices, meeting agendas and additional duties.

ACTION TAKEN: Collins moved to appoint Gores as the Clerk of the Districting Commission, Livingston second, motion carried

• **Districting Commission Budget**

Gores noted that Mark Lane, Chief Financial Officer stated they have \$10,000 budgeted for the DC. McEntire commented the budget is for Commissioner expenses and the Districting Master contract.

• **Discussion on Bylaws**

Gores commented that it's the DC decision if they would like bylaws. Gores stated if the Commission wants bylaws she can direct the Prosecuting Attorney's Office (PAO) to draft a set. Once those are received back Gores would forward to the Commissioners for review and discuss at the next meeting. Gores commented that she has spoken to Stanley regarding this process. Gores noted that she did not see any bylaws in the records from 2011. DC Commissioners held discussion on having the PAO draft bylaws. Teichert requested that Gores ask the PAO to draft bylaws and place back on the agenda for the next meeting for discussion.

• **Districting Master job description and request for proposals**

Gores commented that she placed a copy of the 2011 press release, 2011 request for proposals and a current Districting Master job description in the agenda packet. Gores noted that the County is on a new application system and the Human Resources Department will assist in posting the job notice to the paper. In addition to the job notice the DC can also issue a press release that directs interested candidates to the website to complete the application. Collins requested the Commissioners review and give Gores any additions to the job description in one week. Teichert questioned the timeline for selecting a Districting Master. Gores noted when looking through old records and the County Code the Districting Master should be selected in March. DC Commissioners discussed the requirements to appoint a Districting Master. The Commission set a deadline of February 1, 2021 at 12 p.m. to get any feedback to Gores on the Districting Master job description. Once the information is received back Gores will work with Human Resources to update the description job description

• **State Redistricting Commission's timeline for Census data**

Collins commented that Stanley noted the Census Department (Federal Government) requested an extension from April 1 to July 31, but no action has been taken at this time. He stated supposedly they'll have it ready on April 1. He feels things may change due to COVID. Teichert questioned State deadlines. McEntire commented that he thinks State deadline is no later than May 15. Hetrick-Oosterveld noted that Stanley commented May 16 and January 16, 2022 is the deadline to have final adoption.

• **Discussion on meeting schedule**

Teichert commented that if we meet the same time next month we might not have information back on the Districting Master. McEntire commented we should look into having a special meeting in 2 weeks. He noted the special meeting would be to consider and potentially approve a request for procurement for the Districting Master. He recommended the Commissioners could have 1 week to review the request for Districting Master and give feedback to Gores. He noted that a minimum of 2 weeks to run the announcement allows candidates time to prepare a bid. He added that the DC needs to decide on a set of criteria to evaluate the bids. Hetrick-Oosterveld commented on developing a simple matrix for evaluating. She questioned if the request for proposals would include costs from the candidates.

CLALLAM COUNTY DISTRICTING COMMISSION
MINUTES of January 25, 2021
Page 3

Collins requested that Commissioners email Gores to provide scheduling conflicts. Gores explained to the Commission that we need to make sure we have availability in the board room for meetings. She noted that the best dates for meetings are Mondays. DC Commission agreed the next meeting would be on Tuesday, February 9, 2021 at 1 p.m.

ADJOURNMENT

Meeting concluded at 2:43 p.m.

Respectfully submitted,

Loni Gores, CMC
Clerk to the Districting Commission

Approved: February xx, 2021

DRAFT

DISTRICTING COMMISSION
PRESENTATION PROVIDED BY
ATTORNEY STANLEY



Secretary of State
Tim Wynn

Redistricting 2021

What You Need to Know

Why Redistrict?

- Congressional reapportionment
- One person, one vote
- Population grows at different rates in different places

Who Needs to Redistrict?

- Congressional districts
- Legislative districts
- County commissions and councils
- Cities with internal wards/council districts

Who Needs to Redistrict?

- Other types of districts:
 - School directors
 - Port district commissioners
 - Public utility district commissioners
 - Hospital district commissioners
 - Fire district and RFA commissioners
 - Water-sewer districts *can* have commissioner districts (RCW 57.12.039), but none currently do

Who Draws the Lines?

- Congressional and legislative districts: **Washington State Redistricting Commission**
- Counties: **commissioners** or **council**
 - Some larger counties (charter, Spokane) have their own redistricting commissions
- Other districts: **governing board**

Redistricting Timeline

- January 1, 2020
 - Cutoff date for Census geographic boundary updates
- April 1, 2020
 - Official Census Day

Redistricting Timeline

- January 1, 2021
 - Secretary of Commerce reports apportionment counts to President
- January 10, 2021
 - Deadline for President to transmit apportionment counts to House of Representatives

Redistricting Timeline

- January 15, 2021
 - Deadline for legislative leadership to appoint four voting members to Redistricting Commission
- January 31, 2021
 - Deadline for partisan-appointed members of Redistricting Commission to appoint a non-voting Chair

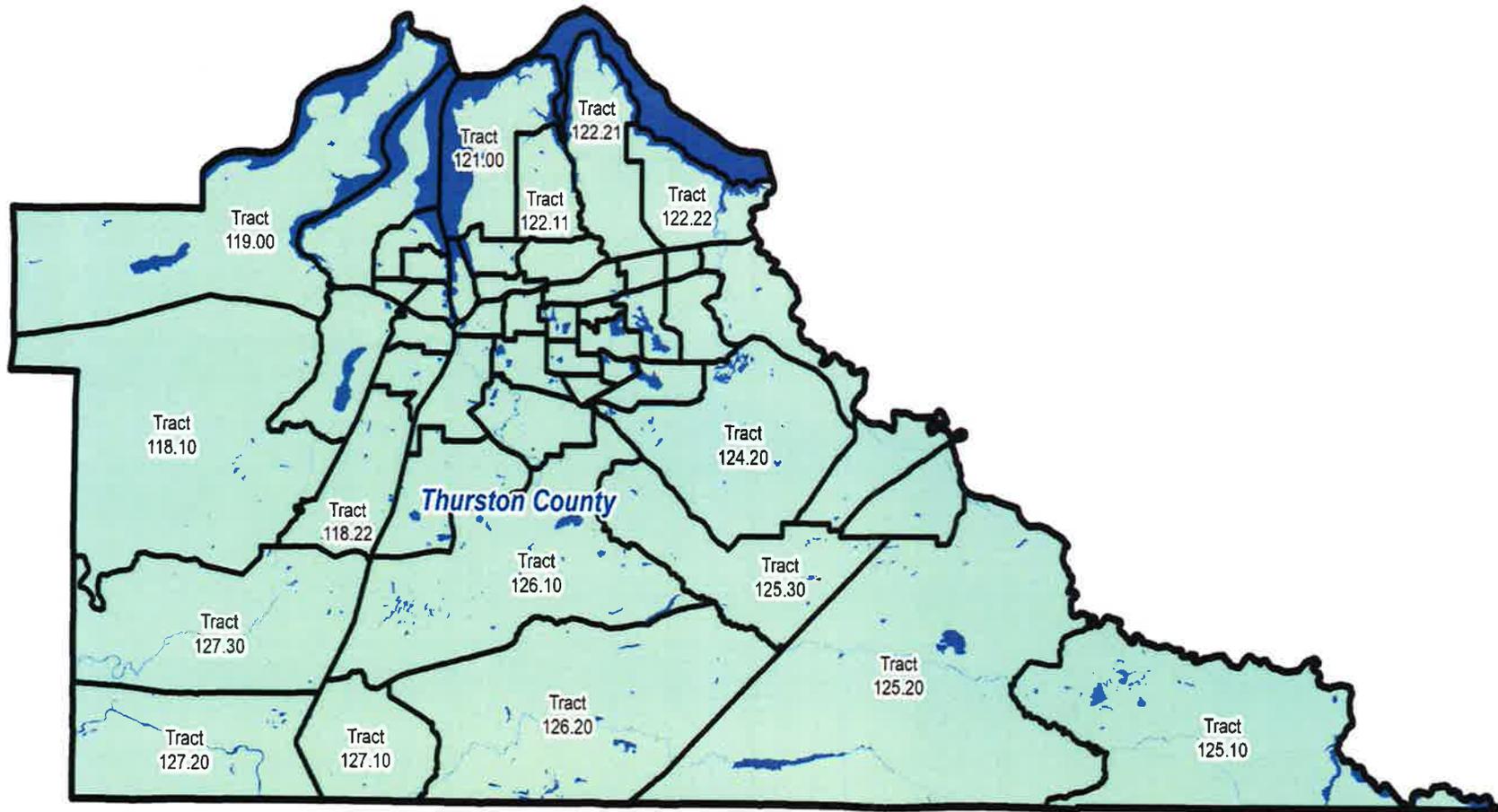
Redistricting Timeline

- April 1, 2021
 - Deadline for Census Bureau to distribute PL 94-171 redistricting population counts to states (13 USC § 141(c))
- May 16, 2021 (45 days later)
 - Latest possible deadline for Redistricting Commission to forward population counts to local jurisdictions for local redistricting (RCW 29A.76.010 (2))

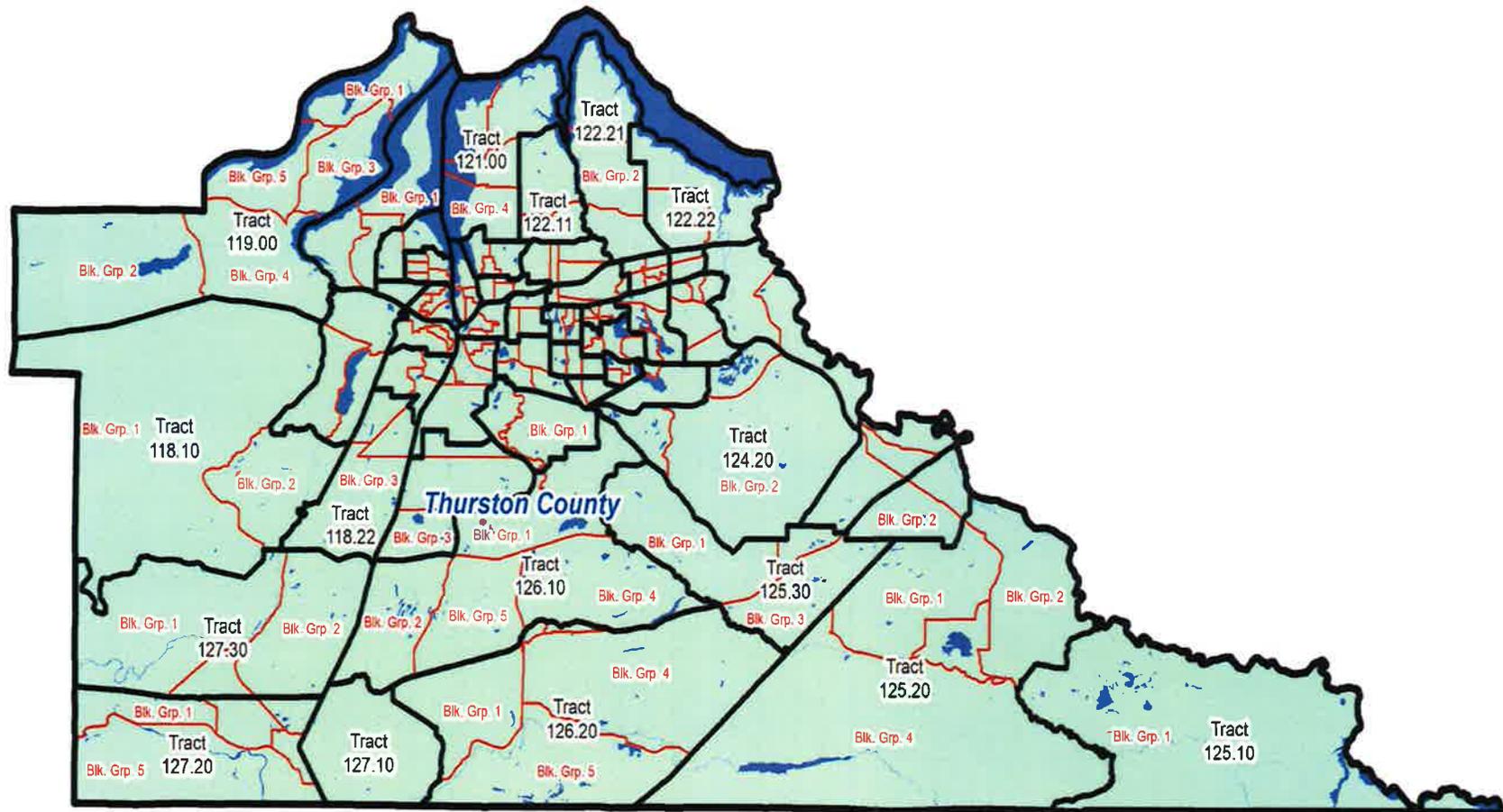
Redistricting Data

- Population counts down to Census block level
- Broken out by race and ethnicity (Hispanic or Latino/a)
- Same counts for population 18 and older

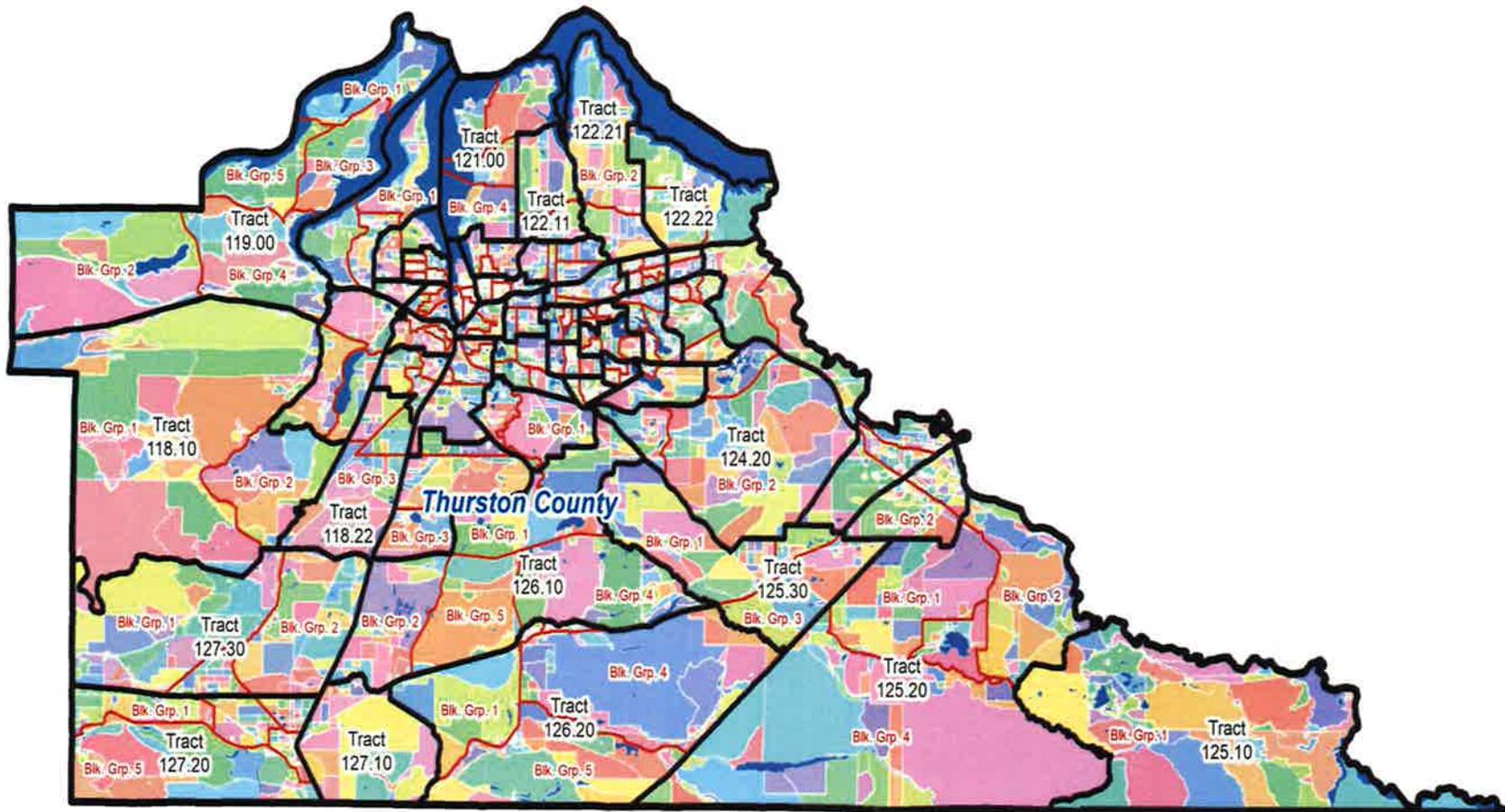
Census Geography: Tracts



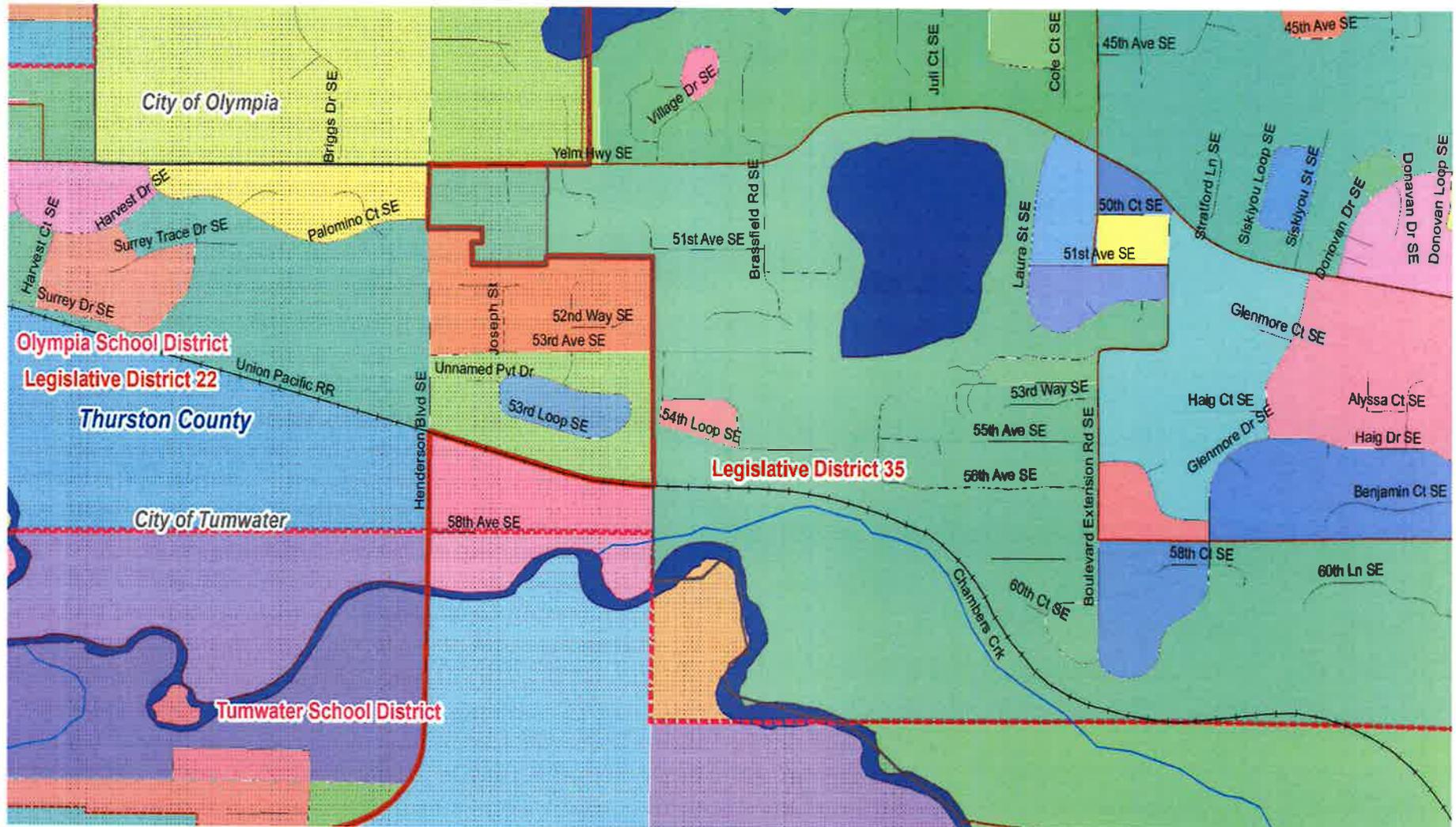
Census Geography: Block Groups



Census Geography: Blocks



Census Geography: Blocks



New Requirement

- 2SSB 5287 (2019), now RCW 44.05.140, requires Redistricting Commission to:
 - Collect address data for all incarcerated inmates, persons committed for involuntary behavioral health treatment, and persons in juvenile justice facilities
 - Deem those individuals to reside at their last known place of residence
 - Adjust race and ethnicity data to reflect those reassignments

Redistricting Timeline

- November 15, 2021
 - Deadline for Redistricting Commission to adopt new congressional and legislative district lines (Washington State Constitution, Art. II Sec. 43 (6); RCW 44.05.100 (1))

Redistricting Timeline

- January 10, 2022
 - Regular legislative session begins (RCW 44.04.010)
- January 16, 2022 (8 months after receipt of redistricting data)
 - Latest possible deadline for local jurisdictions to adopt redistricting plans (RCW 29A.76.010 (3))

Redistricting Timeline

- February 8, 2022
 - Latest possible deadline for legislature to amend the Redistricting Commission's adopted congressional and legislative district boundaries (State Const. Art. II Sec. 43 (7))

Redistricting Timeline

- May 2, 2022
 - Deadline for county legislative authorities to adopt precinct boundary changes, including changes to accommodate new district lines, for the 2022 election cycle (RCW 29A.16.040)
 - First day for filing officer to accept mailed declarations of candidacy for the 2022 election cycle (RCW 29A.24.081)

Redistricting Timeline

- May 16-20, 2022
 - Regular candidate filing period (RCW 29A.24.050)
- June 18, 2022
 - Deadline for counties to send Primary ballots to service and overseas voters (RCW 29A.40.070 (2); WAC 434-235-030)

Redistricting Timeline

- August 2, 2022
 - First Primary using new district lines (RCW 29A.04.311)
- November 8, 2022
 - First General Election using new district lines (Washington State Constitution, Art. II, Sec. 5; Art. VI, Sec. 8; RCW 29A.04.321)

COVID-Related Delays?

- On April 13, 2020, the Census Bureau requested a delayed deadline of July 31, 2021 (120 days), to release redistricting data.
- This would have pushed back all redistricting deadlines except the Redistricting Commission's constitutional November 15, 2021, deadline to complete legislative and congressional redistricting.

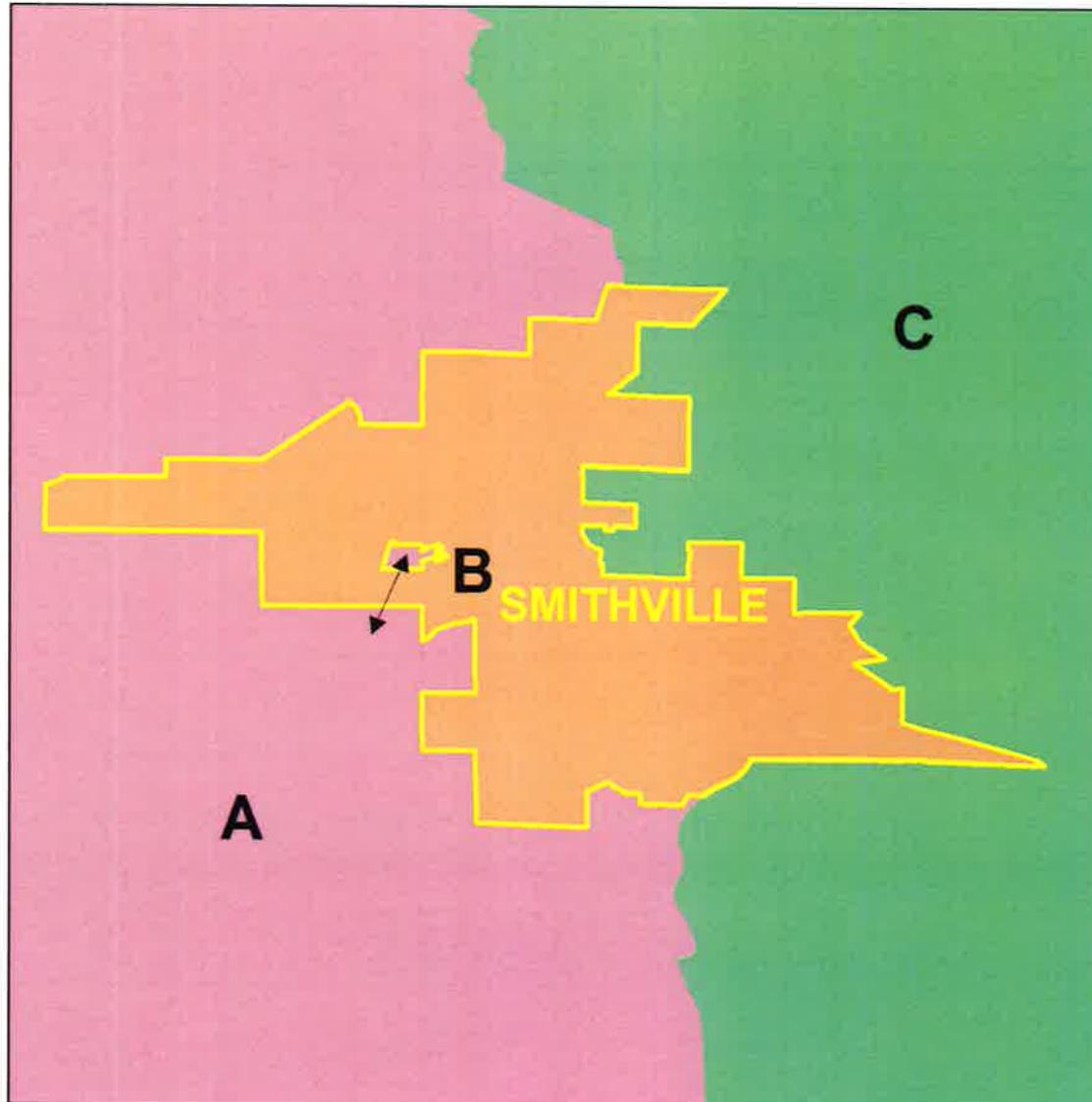
COVID-Related Delays?

- Congress has not acted on the requested delays.
- The Census Bureau is now working to re-establish the original scheduled release date of April 1, 2021 (Wendy Underhill, National Conference of State Legislatures).

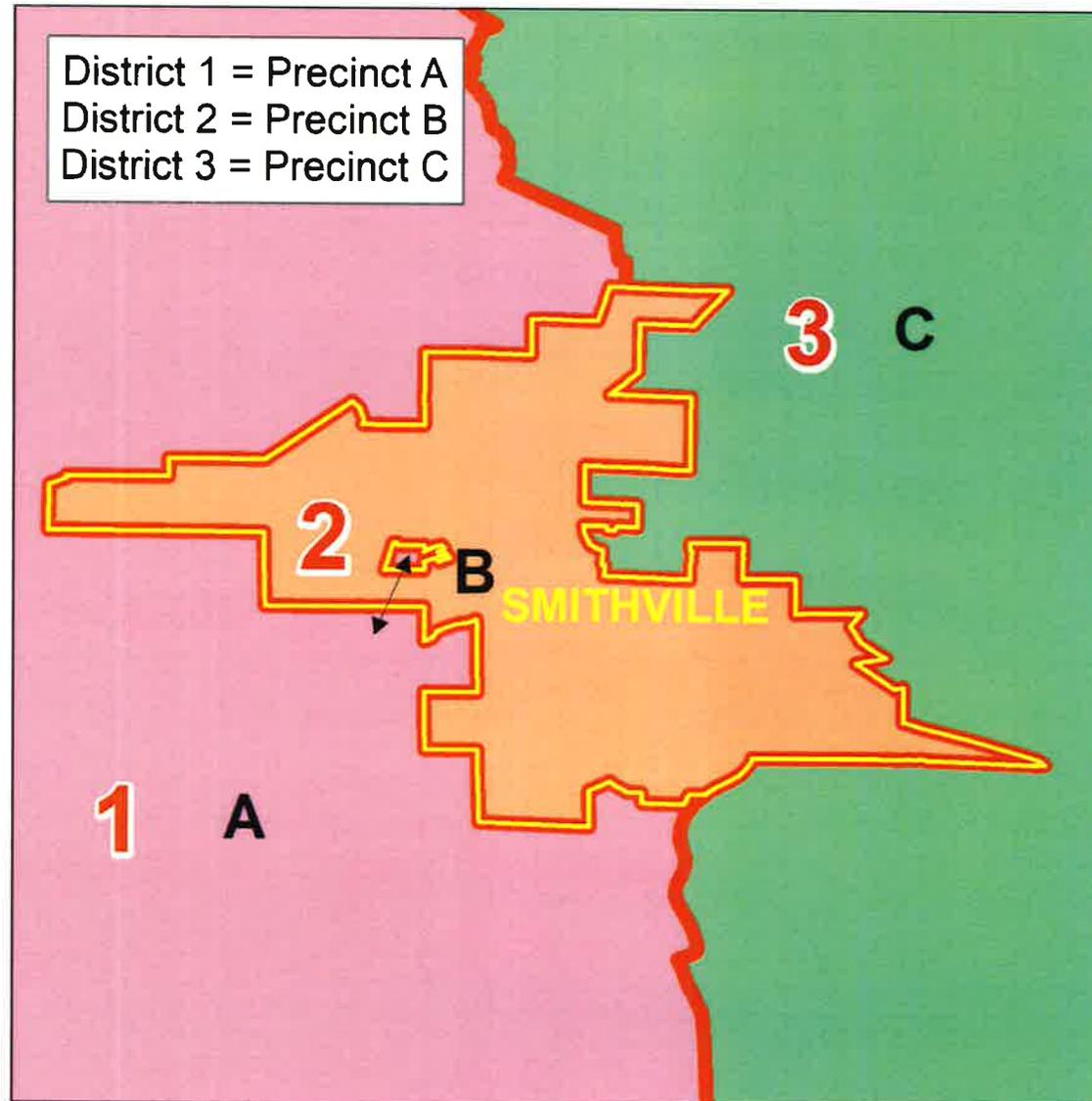
Local Redistricting Plans

- Local districts must:
 - Be equal in population, according to the last federal census
 - Be as compact as possible
 - Be contiguous (no holes or disconnected pieces)
 - Not favor or disfavor any racial group or political party
 - Respect natural boundaries and communities of interest, as far as feasible (RCW 29A.76.010)

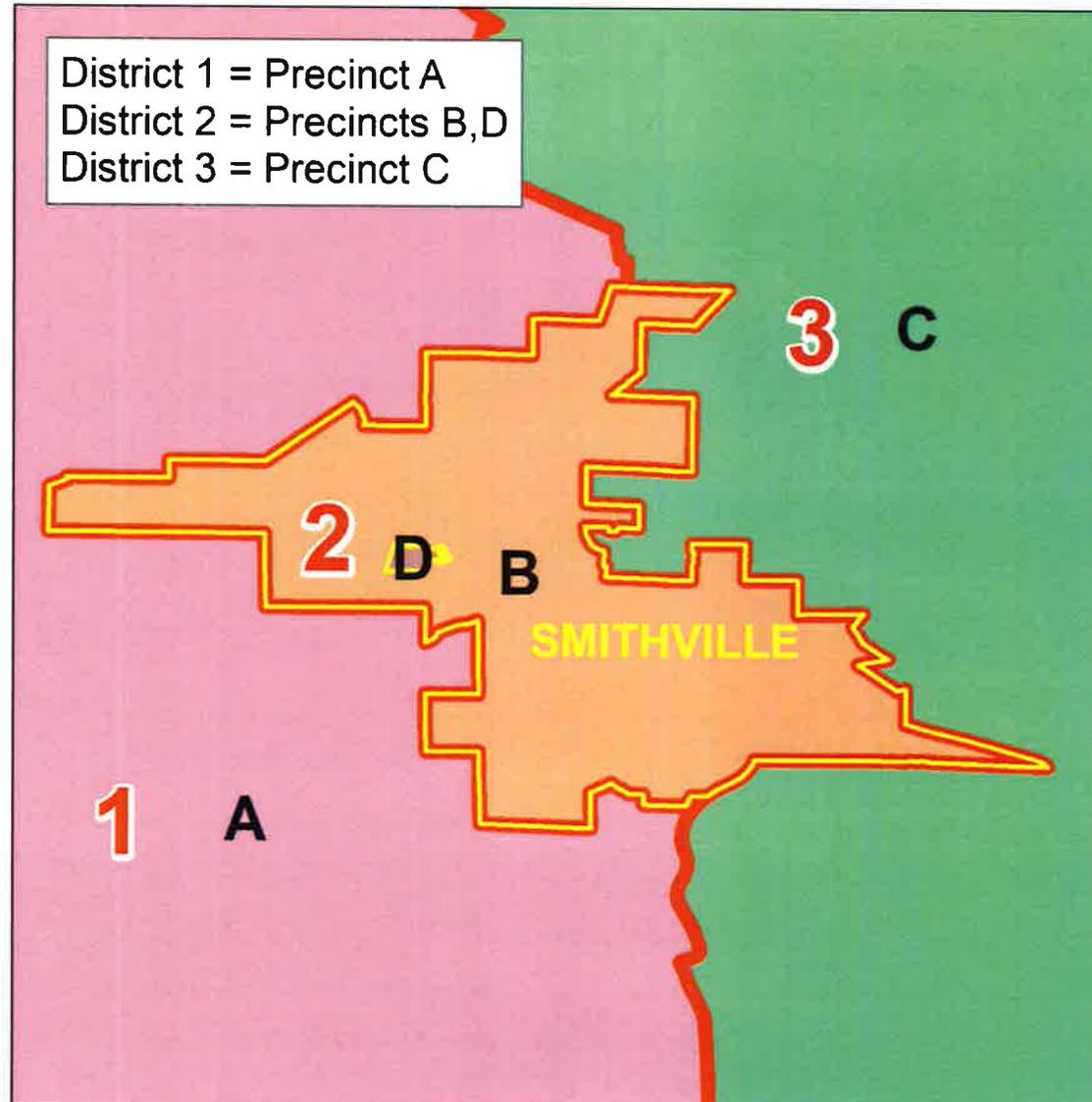
Be Careful!



Be Careful!



Districts must be contiguous



Re-drawing Precincts

- A precinct cannot straddle:
 - A congressional district line
 - A legislative district line
 - A county commissioner or council district line
 - A city or town boundary
- Many counties keep precincts entirely within school districts and city wards

Re-drawing Precincts

- By state law, a precinct may not contain more than 1,500 active voters
 - Some counties have lower caps
- Look closely at areas that are split by new district lines—and at areas that *used* to be split but can now be consolidated!

Looking Forward

- Precincts need ongoing revision:
 - To keep them under the active voter cap
 - To accommodate boundary changes (especially city and town annexations)

Looking Forward

Be aware

- Even if your district lines were originally defined using city limits or precincts, the district lines stay put even if the city limits or precinct lines later move!

Redistricting 101

- Questions?

Minutes end page

DISTRICTING COMMISSION

Draft Minutes

January 25, 2021

DISTRICTING COMMISSION

Business Item

**Review and approval of the
request for proposals**

Districting Master

DRAFT

Press Release



DRAFT

Clallam County Districting Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone 360.417.2256
E-mail: agores@co.clallam.wa.us

File: A22.156

February 9, 2021

PRESS RELEASE **For Immediate Release**

CLALLAM COUNTY DISTRICTING COMMISSION SEEKS APPLICATIONS FOR *DISTRICTING MASTER*

February 9, 2021, Port Angeles, Washington – The Clallam County Districting Commission is seeking applicants for Districting Master.

Clallam County Charter, Section 7.40 mandates that the Districting Master is hired by March 15, 2021. Advertisements seeking applicants will be published on February 12, 14 and 21 in the *Peninsula Daily News*, February 17 in the *Sequim Gazette*, and February 18 in the *Forks Forum*. The deadline for submissions is 12 p.m., xxx, February or March xx, 2021.

An informational packet on preparing a proposal may be obtained at:

Current Issues section on the Clallam County website at: <http://www.clallam.net/>

Districting Commission webpage at: <http://www.clallam.net/bocc/DistrictingCommission.html>

Clallam County jobs webpage at: <http://www.clallam.net/HumanResources/JobListings.html>

Emailing or calling Loni Gores - Clerk of the Districting Commission at agores@co.clallam.wa.us or 360-417-2256

DRAFT

Request for proposal notice

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County Districting Commission is soliciting proposals from interested parties to provide Districting Master services.

DISTRICTING MASTER:

The Districting Master shall be qualified by training, education and experience to draw a districting plan. The Districting Master shall be hired by March 15, 2021 as required by the Clallam County Charter, Section 7.40. The Districting Master shall develop a minimum of three options of proposed district boundaries that will divide the County into three equal population commissioner districts based on the results of the 2020 census. The Districting Commission shall schedule public hearings to provide input on preliminary districting proposals being developed by the Districting Master. The Districting Master shall meet with the Districting Commission to consider recommendations for changes by the Districting Commission members. The Districting Master shall submit the final draft of the districting plan to the Districting Commission for consideration of adoption.

Proposals must be received at the Board of Commissioners Office – Districting Commission, 223 East 4th Street, Room 150, Port Angeles, Washington by 12 p.m., xxx, February or March xx, 2021.

The sealed proposals must be clearly marked on the outside of the envelope, "**Request for Proposal – Districting Master.**" Address proposal to: Board of Commissioners Office – Districting Commission, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Documents delivered to other offices and received late will not be considered nor will ones received by facsimile or email. Submittals made in an incorrect format will not be considered.

An informational packet on preparing a proposal may be obtained at:

Current Issues section on the Clallam County website at: <http://www.clallam.net/>
Districting Commission webpage at: <http://www.clallam.net/bocc/DistrictingCommission.html>
Clallam County jobs webpage at: <http://www.clallam.net/HumanResources/JobListings.html>
Emailing or calling Loni Gores - Clerk of the Districting Commission at: agores@co.clallam.wa.us or 360-417-2256

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS ninth day of February 2021

DISTRICTING COMMISSION

Loni Gores, Clerk

Publish: February 12, 14 and 21 – Peninsula Daily News
February 17 – Sequim Gazette
February 18 – Forks Forum

Bill: Board of Commissioners Office – Districting Commission

DRAFT

**Request for proposal
summary sheet**

DRAFT



Clallam County Districting Commission

Request for Proposal for Districting Master

Deadline: February or March xx, 2021

**CLALLAM COUNTY DISTRICTING COMMISSION
REQUEST FOR PROPOSALS (RFP) – DISTRICTING MASTER**

TABLE OF CONTENTS

REQUEST FOR PROPOSAL SUMMARY.....3
REQUEST FOR PROPOSAL TIMELINE.....5
ANTICIPATED SCOPE OF WORK.....6
PROPOSAL REQUIREMENTS.....7
REVIEW AND SELECTION CRITERIA.....9
PROPOSAL TERMS AND CONDITIONS.....9
REFERENCE MATERIAL.....12

DRAFT

DISTRICTING COMMISSION
REQUEST FOR PROPOSALS/QUALIFICATIONS FOR
DISTRICTING MASTER

Clallam County Districting Commission is soliciting request for proposals from interested parties to provide Districting Master services.

DISTRICTING MASTER:

The Clallam County Charter Section 7.40 and RCW 29A.76.010 directs that after each decadal Census a Districting Commission shall be established to develop and adopt new District boundaries for the three County Commissioner Districts, and that the Districting Commission identify and hire a Districting Master. The position reports directly to the Districting Commission and will perform the duties outlined below.

The Districting Master shall be qualified by training, education and experience to draw a districting plan. The Districting Master shall be hired by March 15, 2021 as required by the Clallam County Charter, Section 7.40. The Districting Master shall develop a minimum of three options of proposed district boundaries that will divide the County into three equal population Commissioner districts based on the results of the 2020 Census. The Districting Commission shall schedule public hearings to provide input on preliminary districting proposals being developed by the Districting Master. The Districting Master shall meet with the Districting Commission to consider recommendations for changes by the Districting Commission members. The Districting Master shall submit the final draft of the Districting Plan to the Districting Commission for consideration of adoption.

PROPOSAL DEADLINE: xxx, February or March xx, 2021 AT 12 P.M.

The sealed proposals must be clearly marked on the outside of the envelope, **"Request for Proposals – Districting Master."** Address proposal to: Board of Commissioners Office – Districting Commission, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. **Documents delivered to other offices and received late will not be considered nor will ones received by facsimile or email. WHETHER HAND DELIVERED (in accordance with public health standards, practice social distancing and wear a mask if hand-delivering) OR BY U.S. MAIL NO LATE PROPOSALS WILL BE ACCEPTED.**

EACH PROPOSAL MUST INCLUDE:

1. COVER LETTER
2. DISTRICTING MASTER APPLICATION
3. STATEMENT OF TECHNICAL APPROACH
4. STATEMENT OF COST OF SERVICES

FORMATTING (Submittals made in an incorrect format will not be considered):

1. Submit one copy of the full proposal single sided and not stapled
2. Be sealed in an envelope with "Request for Proposals – Districting Master" marked on the outside
3. Proposal must be printed on 8.5 x 11 letter size paper

DRAFT

This request for proposals packet is available on the internet at:
Current Issues section on the Clallam County website at: <http://www.clallam.net/>
Districting Commission webpage at: <http://www.clallam.net/bocc/DistrictingCommission.html>
Clallam County jobs webpage at: <http://www.clallam.net/HumanResources/JobListings.html>
or by contacting Loni Gores - Clerk of the Districting Commission at: agores@co.clallam.wa.us
or 360-417-2256

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

DRAFT

Clallam County Districting Master

Date	Activity
February 9, 2021	Districting Commission Special Meeting - Request for Proposals packet approved by the Districting Commission
February 9, 2021	Request for Proposals packet released to the public, press, media
February 9, 2021	Press release used to the press/media regarding Districting Master request for proposals
February 12, 14 & 21, 2021	Request for Proposals published in the Peninsula Daily News
February 17, 2021	Request for Proposals published in the Sequim Gazette
February 18, 2021	Request for Proposals published in the Forks Forum
Feb or March xx, 2021	Request for Proposals due to Board of Commissioners Office – Attention: Districting Commission by 12 p.m.
Feb or March xx, 2021	Proposals opened by Clerk and emailed to Districting Commission prior to next meeting for review
March 10, 2021	Districting Commission Special Meeting to review proposals and select Districting Master
March 15, 2021	Districting Master must be selected by March 15
March 15, 2021	Districting Commission Meeting to discuss the Districting Master Contract and approve. Forward to the BOCC.
March 22, 2021	Board of Commissioner Work Session Meeting to discuss Districting Master contract
March 30, 2021	Board of Commissioners Regular Meeting to recommend approval of the Districting Master contract

Note – All dates are subject to change – Updated February 9, 2021

ANTICIPATED SCOPE OF WORK

The Clallam County Districting Commission is soliciting request for proposals from interested parties to provide Districting Master services.

The Clallam County Charter Section 7.40 and RCW 29A.76.010 directs that after each decadal Census a Districting Commission shall be established to develop and adopt new District boundaries for the three County Commissioner Districts, and that the Districting Commission identify and hire a Districting Master. The position reports directly to the Districting Commission and will perform the duties outlined below.

The Districting Master shall be qualified by training, education and experience to draw a districting plan. The Districting Master shall be hired by March 15, 2021 as required by the Clallam County Charter, Section 7.40. The Districting Master shall develop a minimum of three options of proposed district boundaries that will divide the County into three equal population Commissioner districts based on the results of the 2020 Census. The Districting Commission shall schedule public hearings to provide input on preliminary districting proposals being developed by the Districting Master. The Districting Master shall meet with the Districting Commission to consider recommendations for changes by the Districting Commission members. The Districting Master shall submit the final draft of the districting plan to the Districting Commission for consideration of adoption.

Final Draft Districting Plan

The Districting Master shall develop a minimum of three options of proposed districting boundaries that will divide the County into three equal population Commissioner districts based on the results of the 2020 Census. The Districting Commission shall schedule public hearings to provide input on preliminary districting proposals being developed by the Districting Master. The Districting Master shall meet with the Districting Commission to consider recommendations for changes by the Districting Commission Members. The Districting Master shall submit the final draft of the Districting Plan to the Districting Commission for consideration of adoption.

The Districting Commission shall hold a public hearing on the final draft of the Districting Plan submitted by the Districting Master. The Districting Commission shall approve a final plan by majority plus one (1) vote no later than eight (8) months after receipt of the most recent federal decennial Census information from the State Redistricting Commission.

PROPOSAL REQUIREMENTS

All proposals will be screened and selected based on the following information.

Instructions for Completing the Proposal:

Please provide the following information.

1. General Organization Information:

- Firm Name and Contact Information (address, phone, email)
- Name, telephone, and email address of the contact person regarding this proposal

2. Firm/Organization:

- Narrative on statement of technical approach
- Relevant experience (years of experience)

3. Budget:

- Statement of cost of services

4. Items to include in returned request for proposal submission:

- Cover letter
- Districting Master application
- Statement of technical approach
- Statement of costs of services

MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches), printed single sided and not stapled. Binder clips may be used to keep pages together. The original (1) proposal must be submitted in a sealed envelope and clearly marked on the outside **"Request for Proposals – Districting Master."**

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Districting Commission
"Request for Proposals – Districting Master."
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Districting Commission
"Request for Proposals – Districting Master."
223 East 4th Street; Room 150
Port Angeles, WA 98362

DRAFT

Proposals must be received BY 12 p.m. xxx, February or March, 2021 at the physical address (in accordance with current public health standards, practice social distancing and wear a mask if hand-delivering). Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.

DRAFT

REVIEW AND SELECTION CRITERIA

Clallam County Districting Commission shall make the final determination of the most qualified applicant to negotiate a contract with. Prior to final selection, the reviewers may select a short list and interview (virtually or telephonically) prospective applicants and/or may require submittal of further documentation regarding the applicant’s capabilities and qualifications.

PROPOSAL TERMS AND CONDITIONS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint, in writing, to the Clallam County Districting Commission. The Committee will meet to review all complaints and render a decision of how to proceed. If a decision is rendered that is not agreeable to the agency, they may file a complaint with the Clallam County Human Resources/Risk Management Department.

E. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content or prohibit such a project.

F. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

G. Waivers

The right is reserved by Clallam County to waive specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

H. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

J. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

K. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

L. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary and technical standpoint. Clallam County reserves the right to request additional data, discussion, interviews or presentation in support of written proposals.

DRAFT

REFERENCE MATERIAL

DRAFT

Clallam County Charter Section 7.40

Section 7.40: County Commissioner District Boundaries

Districts shall be drawn in compliance with the following criteria which are listed in order of descending priority. Districts shall: be approximately equal in population so that the population of the largest does not exceed that of the smallest by more than 5 percent; have boundaries that run generally north-south; be geographically compact and continuous; and be composed of whole voting precincts to the maximum extent possible. Each district shall be assigned a number 1 to 3.

By January 31, 1991 and by January 31st of each tenth year thereafter, a Districting Commission shall be appointed. Each member of the Board of Commissioners shall appoint one member. A member of the Board of Commissioners shall not serve on the Districting Commission. The central committee of each major political party, as such party is defined by state law, shall each appoint one member to the Districting Commission.

Members of the Districting Commission shall serve without compensation, but will be reimbursed for expenses. The Districting Commission shall meet within 15 days after appointment and develop procedures for the employment of a Districting Master who shall be qualified by training, education and experience to draw a districting plan. The Districting Master shall be hired by March 15. Immediately thereafter, the Districting Commission shall schedule public hearings to provide input on preliminary districting proposals being developed by the Districting Master. The Districting Master shall meet with the Districting Commission to consider recommendations for changes by the Districting Commission members. The Districting Master shall submit the final draft of the districting plan to the Districting Commission for consideration of adoption.

The Districting Commission shall hold a public hearing on the final draft of the districting plan submitted by the Districting Master. The Districting Commission shall approve a final plan by majority plus one (1) vote no later than eight (8) months after receipt of the most recent federal decennial census information from the state redistricting commission. (Amendment proposed by the Charter Review Commission and approved by the voters November 7, 1989. Amendment proposed by the Charter Review Commission and approved by the voters November 5, 2002.)

RCW 29A.76.010

Counties, municipal corporations, and special purpose districts.

(1) It is the responsibility of each county, municipal corporation, and special purpose district with a governing body comprised of internal director, council, or commissioner districts not based on statutorily required land ownership criteria to periodically redistrict its governmental unit, based on population information from the most recent federal decennial census.

(2) Within forty-five days after receipt of federal decennial census information applicable to a specific local area, the commission established in RCW 44.05.030 shall forward the census information to each municipal corporation, county, and district charged with redistricting under this section.

(3) Except as otherwise provided in chapter 301, Laws of 2018, no later than eight months after its receipt of federal decennial census data, the governing body of the municipal corporation, county, or district shall prepare a plan for redistricting its internal or director districts.

(4) The plan shall be consistent with the following criteria:

(a) Each internal director, council, or commissioner district shall be as nearly equal in population as possible to each and every other such district comprising the municipal corporation, county, or special purpose district.

(b) Each district shall be as compact as possible.

(c) Each district shall consist of geographically contiguous area.

(d) Population data may not be used for purposes of favoring or disfavoring any racial group or political party.

(e) To the extent feasible and if not inconsistent with the basic enabling legislation for the municipal corporation, county, or district, the district boundaries shall coincide with existing recognized natural boundaries and shall, to the extent possible, preserve existing communities of related and mutual interest.

(5) During the adoption of its plan, the municipal corporation, county, or district shall ensure that full and reasonable public notice of its actions is provided. Before adopting the plan, the municipal corporation, county, or district must:

(a) Publish the draft plan and hold a meeting, including notice and comment, within ten days of publishing the draft plan and at least one week before adopting the plan; and

(b) Amend the draft as necessary after receiving public comments and resubmit any amended draft plan for additional written public comment at least one week before adopting the plan.

(6)(a) Any registered voter residing in an area affected by the redistricting plan may request review of the adopted local plan by the superior court of the county in which he or she resides, within fifteen days of the plan's adoption. Any request for review must specify the reason or reasons alleged why the local plan is not consistent with the applicable redistricting criteria. The municipal corporation, county, or district may be joined as respondent. The superior court shall thereupon review the challenged plan for compliance with the applicable redistricting criteria set out in subsection (4) of this section.

(b) If the superior court finds the plan to be consistent with the requirements of this section, the plan shall take effect immediately.

(c) If the superior court determines the plan does not meet the requirements of this section, in whole or in part, it shall remand the plan for further or corrective action within a specified and reasonable time period.

(d) If the superior court finds that any request for review is frivolous or has been filed solely for purposes of harassment or delay, it may impose appropriate sanctions on the party requesting review, including payment of attorneys' fees and costs to the respondent municipal corporation, county, or district.

DRAFT
Application



CLALLAM COUNTY DISTRICTING MASTER APPLICATION

DRAFT

FOR OFFICE USE ONLY

Return Completed Application to:
 Clallam County Board of Commissioners Office
 Districting Commission
 223 E. 4th St., Suite 4
 Port Angeles, WA 98362-3015

INSTRUCTIONS FOR COMPLETING THIS APPLICATION

- **Complete the application thoroughly.** Applications that are incomplete will not be accepted. Resumes may be used to supplement an application, but may not be used in lieu of completing the application form. If you choose, you may attach a resume and cover letter to your application.
- **Be sure to sign your name and enter the date you signed it where the application asks.**
- **Request for proposal/application packets must be submitted single sided and not stapled.**

GENERAL INFORMATION:

Name (First, Middle Initial, Last):	Job Title: Districting Master
Mailing Address:	City, State, Zip:
Residence Address (if different from above):	City, State, Zip:
Day Phone:	Email:
Evening Phone:	
Will you need access to a County computer: <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you intend to drive on behalf of the County: <input type="checkbox"/> Yes <input type="checkbox"/> No (If you said yes to the above question, a Driving Abstract will be required.)

REFERENCES:

LIST THREE INDIVIDUALS NOT RELATED TO YOU WHO CAN PROVIDE JOB-RELATED OR CHARACTER REFERENCE INFORMATION ABOUT YOU. NAME, ADDRESS AND PHONE INFORMATION IS REQUIRED.

1. NAME OF REFERENCE _____	RELATIONSHIP _____
ADDRESS _____	
CURRENT PHONE _____	
2. NAME OF REFERENCE _____	RELATIONSHIP _____
ADDRESS _____	
CURRENT PHONE _____	
3. NAME OF REFERENCE _____	RELATIONSHIP _____
ADDRESS _____	
CURRENT PHONE _____	

EXPERIENCE, SPECIAL SKILLS, QUALIFICATIONS & LICENSES (including hobbies):

DRAFT

Summarize your experience, special skills and qualifications, including hobbies:

Place of employment, if employed:

Volunteer experience:

--

Special training/courses (include computer training):

--

Are you fluent in any languages other than English? No Yes. If yes, please list:

--

ADDITIONAL INFORMATION (to assist the Districting Commission in selecting an Applicant):

Explain why you wish to serve on this board/committee:

Please describe your education/career background:

EMERGENCY CONTACTS:

Please list two people to notify in case of emergency.

DRAFT

Name: _____	Relationship: _____
Address: _____	
City, State & Zip Code: _____	
Phone: (Home) _____	(Work): _____

Name: _____	Relationship: _____
Address: _____	
City, State & Zip Code: _____	
Phone: (Home) _____	(Work): _____

AGREEMENT & CERTIFICATION:

I HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY IN THE STATE OF WASHINGTON, THAT THIS APPLICATION CONTAINS NO WILLFUL MISREPRESENTATION AND THAT THE INFORMATION GIVEN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT SHOULD INVESTIGATION AT ANY TIME DISCLOSE ANY SUCH MISREPRESENTATION OR FALSIFICATION, MY APPLIATION MAY BE REJECTED, AND MY NAME MAY BE REMOVED FROM CONSIDERATION.

SIGNATURE OF APPLICANT

DATE

Application Packet Must INCLUDE the following:

- County Districting Master Application
- Confidentiality Agreement
- Request for Driving Record
- Waiver and Authorization to Release Personal History Information (must be notarized)

To be considered, your request for proposal must be returned to the Clallam County Board of Commissioners Office by 12 p.m., xxx, xx, 2021.

Address or Deliver Packet To:

Clallam County Commissioners Office
Attn: Loni Gores
223 E. 4th Street, Suite 4
Port Angeles, WA 98362
(360) 417.2256



CLALLAM COUNTY
CONFIDENTIALITY AGREEMENT

DRAFT

As an employee or volunteer of Clallam County, I understand that I may have access to "Confidential Information," which includes but is not limited to intelligence information, criminal history information, record information, investigative information, financial information, business practices/strategies, medical records, social security numbers, tax information, payroll, data bases and other sensitive information, regardless of whether such information is expressly designated as "Confidential Information" at the time of its creation. Confidential Information may be in written, electronic or oral form.

I must comply with the following rules to be a volunteer or employee of Clallam County.

1. I will not access or view any Confidential Information, or utilize equipment, other than what is required to do my job.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, unless doing so serves a purpose or function of County government.
3. I understand my personal access code, user ID numbers and passwords used to access County computer systems must not be disclosed and are an essential part of retaining confidentiality unless authorized to do so and permissible by County policy (420).
4. I understand improper disclosure of such information by me, could be a violation of law as well as Clallam County Policy, and I would then be subject to disciplinary action up to and including dismissal, in addition to any civil or criminal penalty provided by law.
5. I will not assist any other person in obtaining or reviewing Confidential Information that the other person is not authorized to obtain or review, and I will immediately report to my department head or direct supervisor any activity that is a violation of this Agreement or any County policy.
6. I will always act in a professional manner with respect to Confidential Information, such that I will not discuss Confidential Information where unauthorized listeners might hear it, nor will I engage in transmitting or repeating gossip or hearsay, knowing that such disclosures could reflect unfavorably on both the County and me.
7. Transportation of Confidential Information shall be done with all County safeguards in place.
8. If I cease employment or volunteer status with the County I will leave in the custody of the County all Confidential Information, regardless of their format.
9. I understand the terms of this Agreement continue to apply after I am no longer a County employee or volunteer.

BY SIGNING THIS DOCUMENT I UNDERSTAND AND AGREE TO THE FOLLOWING:

I HAVE READ THE ABOVE AGREEMENT AND AGREE TO COMPLY WITH ALL OF ITS TERMS. I UNDERSTAND THAT VIOLATION OF THIS AGREEMENT MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE OF EMPLOYMENT AND/OR SUSPENSION AND LOSS OF PRIVILEGES, IN ACCORDANCE WITH CLALLAM COUNTY'S DISCIPLINE POLICY, AS WELL AS LEGAL LIABILITY.

SIGNATURE OF EMPLOYEE/VOLUNTEER: _____

PRINT NAME: _____ DATE: _____

DRAFT



CLALLAM COUNTY Request for Driving Record

Completed Form must be Submitted with Application

FIRST NAME	MIDDLE NAME	LAST NAME
------------	-------------	-----------

PLEASE COMPLETE THE FOLLOWING: DO YOU HAVE A VALID DRIVER'S LICENSE? YES NO IF YES, PLEASE INDICATE STATE/NUMBER: _____ HAVE YOU BEEN CONVICTED OF ANY MOVING VIOLATIONS OR BEEN INVOLVED IN A VEHICULAR ACCIDENT IN THE LAST 5 YEARS? YES NO. IF YES, PLEASE LIST AND EXPLAIN ALL INCIDENTS. INCLUDE ANY NOTICES YOU HAVE RECEIVED SINCE GETTING AN ABSTRACT OF DRIVING RECORD WITHIN THE LAST 6 MONTHS.

STATE	MONTH/YEAR	TYPE OF VIOLATION/EXPLANATION

If more space is needed, please attach additional sheets of paper.

Infractions or citations will not necessary remove you from consideration, but the County will consider your driving record and insurability when making employment decisions.

The information provided above is true to the best of my knowledge. I understand that providing false information is cause for elimination in the selection process or dismissal from employment.

Signed: _____ **Date:** _____

A Complete Driving Record: For pre-employment purposes, once a *Conditional Offer of Employment* has been made, Applicants need to submit their Driving Abstract to Clallam County Human Resources. Complete driving records may be obtained online from the Washington State Department of Licensing, or at any Washington State Department of Licensing branch office, for a fee of \$13.00. (Other states may have different procedures.) This fee is at the applicant's own expense. We will only accept driving records that are *less than six (6) months old*.

Volunteers: Please note County Volunteers are also expected to submit a Driving Abstract. Refer to the above paragraph for information on where to do so. This fee will be reimbursed by the County. However, you must submit your receipt in order to be reimbursed. Please understand that reimbursement may take up to three weeks.

County Driving Standards: Applicants for positions in which the occupant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants may be disqualified from driving on behalf of the County under the following circumstances:

Violations: More than two moving infractions within the preceding three years, or felony, or criminal traffic violations within the preceding five years.



CLALLAM COUNTY
WAIVER AND AUTHORIZATION TO RELEASE
PERSONAL HISTORY INFORMATION

DRAFT

TO BE COMPLETED BY APPLICANT AND SUBMITTED WITH APPLICATION
THIS FORM MUST BE NOTARIZED

A complete personal and criminal background investigation will be conducted before hiring and/or volunteering for this position. Your fingerprint record may be checked through the Federal Bureau of Investigation. Therefore, the following information is necessary. Other physical, mental or job-related tests may be required depending upon the position for which you are applying. Proof of name and date of birth is required. I fully understand that this document, and all information contained herein, is subject to release during the process of collecting information outlined below.

I CERTIFY THAT THE INFORMATION PROVIDED BELOW IS COMPLETE AND ACCURATE:

NAME: _____

OTHER NAMES KNOWN BY: _____ DATE OF BIRTH: ____/____/____

WAIVER AND AUTHORIZATION TO RELEASE INFORMATION:

TO WHOM IT MAY CONCERN: I, _____, sign this waiver and authorization (or "authorization") knowingly and voluntarily and acknowledge by signing this document I am surrendering certain legal rights I may otherwise hold, such as those provided in federal law at 5 U.S.C. §552(a). I, _____, do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself, by and to any duly authorized agent of Clallam County, whether the said records are of public, private or confidential nature.

I understand that any information obtained by a personal history background investigation that is developed directly or indirectly, in whole or in part, based upon this authorization will be considered in determining my suitability for employment by the Clallam County Human Resources Department. I understand that all materials pertaining to this background investigation become the property of the Clallam County Human Resources Department and I will not have access to any of the background investigation.

I emphasize that the intent of this authorization is to provide full and free access to the background and history of my personal and professional life, for the specific purpose of pursuing a background investigation that may provide pertinent data for the Clallam County Human Resources Department to consider in determining my suitability for employment by that Department. It is my specific intent to provide access to personal information, however personal or confidential it may appear to be, and to the sources of information specifically identified herein.

The intent of this authorization is to give my consent for full and complete disclosure of the records of educational institutions; financial or credit institutions (including credit reports and/or ratings); employment and pre-employment records, including pre-employment background investigation reports, investigative files, efficiency ratings or other forms of evaluations, complaints or grievances filed by or against me, and salary records; records of complaint, arrest, trial and/or convictions for alleged or actual violations of law, including criminal, civil and /or traffic records; the results of any polygraph examination, any medical records, any psychological testing and analysis plus recommendation, any military service records, records of complaint of a civil nature made by or against me, whatsoever located and to include the records and recollections of attorneys at law, or of other counsel, whether representing me or another person in any case in which I presently have, or have had an interest. I also authorize Clallam County Human Resources Department or its designated agent bearing this release to obtain a certified abstract of my full driving record.

I agree to indemnify and hold harmless any person to whom this request is presented and their agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or by reason of their compliance with this request. I also agree to indemnify and hold harmless Clallam County, its agents and employees from and against all claims for damages, losses and expenses, including reasonable attorney's fees, arising out of, or by reason of, release of such information identified in this document. I further understand, the sources of confidential information will not be revealed to me. I will make NO attempt to gain access to the information in possession of Clallam County and/or its agencies or departments in conjunction with this employment process. I hereby expressly waive any right I may have to request such information from Clallam County.

* A photocopy of this release form will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature. The original of this form is maintained at the Clallam County Human Resources Department and will be made available upon request.

This release will expire ninety (90) days after date of execution and, prior to that time may be revoked by the applicant. However revocation of this "Waiver and Authorization of Release" will be deemed a simultaneous withdrawal of the signer's application for County employment.

Signature (SIGN IN FRONT OF NOTARY)

Date of Execution:

Printed Name

TO BE COMPLETED BY NOTARY PUBLIC
State of _____)
County of _____)ss
NOTARY SEAL
Subscribed and sworn to before me this _____ day of _____, 20____.
I, the undersigned notary public, do affirm that the above individual has presented valid identification to me.
SIGNATURE OF NOTARY PUBLIC

DRAFT

Job description

Clallam County**Job Description**

The job description is intended to describe the general nature and level of work being performed by the incumbent, and is not to be construed as an exclusive list of responsibilities, duties and skills required by the incumbent on this position. The job description does not imply an offer of employment, nor a contract for employment. It is subject to change at the discretion of the employer.

Job Title: Districting Master**Reports to: Districting Commission****Summary**

The Clallam County Charter Section 7.40 and RCW 29A.76.010 directs that after each decadal Census a Districting Commission shall be established to develop and adopt new District boundaries for the three County Commissioner Districts, and that the Districting Commission identify and hire a Districting Master. The position reports directly to the Districting Commission and will perform the duties outlined below.

Note: There is an expectation that the term of employment will begin approximately March 2021 and end upon completion of the redistricting process approximately six months later, but the Districting Master shall serve at the Commission's pleasure. This position will require a flexible schedule to allow for attendance at morning and evening meetings.

Key Areas of Responsibilities/Scope of Work

- Attend all Districting Commission meetings to consider recommendations for changes proposed by the Commission members
- Assist the Districting Commissioners and provide technical and demographic assistance to help them in formulating redistricting plans and maps and analyzing plans and maps brought forth
- Work with the Prosecuting Attorney's Office to obtain legal assistance where necessary to ensure compliance with the Constitution, Voting Rights Act, the Open Public Meetings Act, Public Records Act, Revised Code of Washington and the Clallam County Charter
- Assist the Districting Commission in its efforts to fulfill its public input plan. Provide a presentation of a final draft of the districting proposal at public hearings in each of the three districts as established by the Commission
- Compile databases of election returns and demographic characteristics at the census tract level
- Compile expert reports, studies, and court findings pertaining to redistricting
- Knowledge in U.S. Census Data interpretation and GIS mapping
- Submit the final draft of the districting plan to the Districting Commission for consideration of adoption. The draft shall be premised upon the Districting Master's independent research and analysis as well as input provided by the Commission during the Commission's public hearing process. The plan shall be consistent with the criteria established in the Clallam County Charter Section 7.40 and RCW 29A.76.010

Experience

Districting Master shall be qualified by training, education and experience to draw a districting plan.

Physical Demands and Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the incumbent will be working primarily in an office setting. The work may require prolonged walking and standing for 30+ minutes at a time. The employee is occasionally required to sit, stand, walk, stoop, bend, kneel, crouch, reach, push, pull, twist; use ladders/stepstools, use hands to finger, handle or feel, talk or hear. The employee must occasionally lift and/or move up to 30+ pounds. There will be focus on a computer screen which will require specific vision abilities. The noise level in the work environment is moderate.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

General Disclaimer

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

DRAFT

The job description is intended to describe the general nature and level of work being performed by the incumbent, and is not to be construed as an exclusive list of responsibilities, duties and skills required by the incumbent on this position. The job description does not imply an offer of employment, nor a contract for employment. It is subject to change at the discretion of the employer.

Job Title: Districting Master**Salary Range: TBD****Reports to: Districting Commission****Summary**

The Clallam County Charter directs that after each decadal Census a Districting Commission be established to develop and adopt new District boundaries for the three County Commissioner Districts, and that the Districting Commission identify and hire a Districting Master. The position reports directly to the Districting Commission and will perform the duties outlined below.

Note: There is an expectation that the term of employment will begin approximately March 2021 and end upon completion of the redistricting process approximately six months later, but the Districting Master shall serve at the Commission's pleasure. This position will require a flexible schedule to allow for attendance at morning and evening meetings.

Key Areas of Responsibilities

- Attend all Districting Commission meetings
- Assist the Districting Commissioners and provide technical and demographic assistance to help them in formulating redistricting plans and maps and analyzing plans and maps brought forth
- Work with the Prosecuting Attorney's Office to obtain legal assistance where necessary to ensure compliance with the Constitution, Voting Rights Act, Open Public Meetings Act, Public Records Act, Revised Code of Washington and the Clallam County Charter
- Assist the Districting Commission in its efforts to fulfill its public input plan
- Compile databases of election returns and demographic characteristics at the census tract level
- Compile expert reports, studies, and court findings pertaining to redistricting.

Essential Functions

- Meet attendance standards necessary for successful job performance
- Exercise sound judgment in the performance of assigned duties on the basis of law, applicable policies and procedures, and ethical responsibilities
- Prepare clear, concise, coherent, and grammatically correct written work product
- Be attentive to detail
- Communicate clearly and concisely, both orally and in writing
- Work independently
- Work well with others

Key Competencies for this Position

- Ethics and Integrity: Respects and maintains confidentiality. Earns trust, respect, and confidence through honesty, forthrightness, and professionalism in all interactions
- Valuing Diversity: Help create a work environment that embraces and appreciates diversity treats all with acceptance and respect; and values diverse perspectives
- Communication: Effective communication skills to convey thought and information clearly and concisely to a broad audience. Strong writing and editing skills
- Relationship Building: Proven skills to create and maintain effective teams and partnerships
- Multi-tasking: Proven multi-tasking skills with the ability to handle multiple assignments in various stages simultaneously. Ability to work in a fast-paced environment with changing priorities
- Analytical Skills: Analytical skills with exceptional attention to detail

Qualifications

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Knowledge of the job assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description

Knowledge of relevant information, including applicable policies, procedures, laws and regulations

Skill in:

Skill in organization

Skill in being analytical

Skill in research skills

Skill in problem-solving and troubleshooting

Skill in conflict resolution

Skill in oral and written communications

Skill in word processing, spreadsheets and specialized software programs

Skill in maintaining confidentiality of sensitive matters

Skill in following oral and written instructions

Skill in composing/generating and editing correspondence

Skill in communicating with people of diverse backgrounds

Skill in meeting deadlines

Skill in working independently

Skill in reading and interpreting applicable documents specific to position assignment

Ability to:

- Ability to demonstrate competency in required job skills and knowledge
- Ability to communicate clearly and effectively, both verbally and in writing
- Ability to work independently and as part of a team
- Apply common sense understanding when carrying out instructions furnished in written or oral form
- Ability to be methodical and logical
- Ability to demonstrate attention to detail
- Ability to demonstrate accuracy and thoroughness at all times
- Ability to select and use appropriate communication methods
- Ability to get along well with others
- Ability to cooperate in a team environment
- Ability to problem solve in a group environment
- Ability to establish and maintain effective relations
- Ability to exhibit good listening and comprehension
- Ability to meet attendance standards necessary for successful job performance

Experience

Districting Master shall be qualified by training, education and experience to draw a districting plan.

Licensing/Certification Requirements

- Washington State Driver's License
- Pass Background Check
- Pass OSHA/Designated Required Training

Note: Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.

Physical Demands and Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the incumbent will be working primarily in an office setting. The work may require prolonged walking and standing for 30+ minutes at a time. The employee is occasionally required to sit, stand, walk, stoop, bend, kneel, crouch, reach, push, pull, twist; use ladders/stepstools, use hands to finger, handle or feel, talk or hear. The employee must occasionally lift and/or move up to 30+ pounds. There will be focus on a computer screen which will require specific vision abilities. The noise level in the work environment is moderate.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

High Exposure Designation

The employee assigned to this position may work within a high exposure classification as defined under the Occupational Safety & Health Act and Washington Administrative Code governing Washington Industrial Safety & Health Act for blood borne pathogens protocols.

Essential Worker Designation

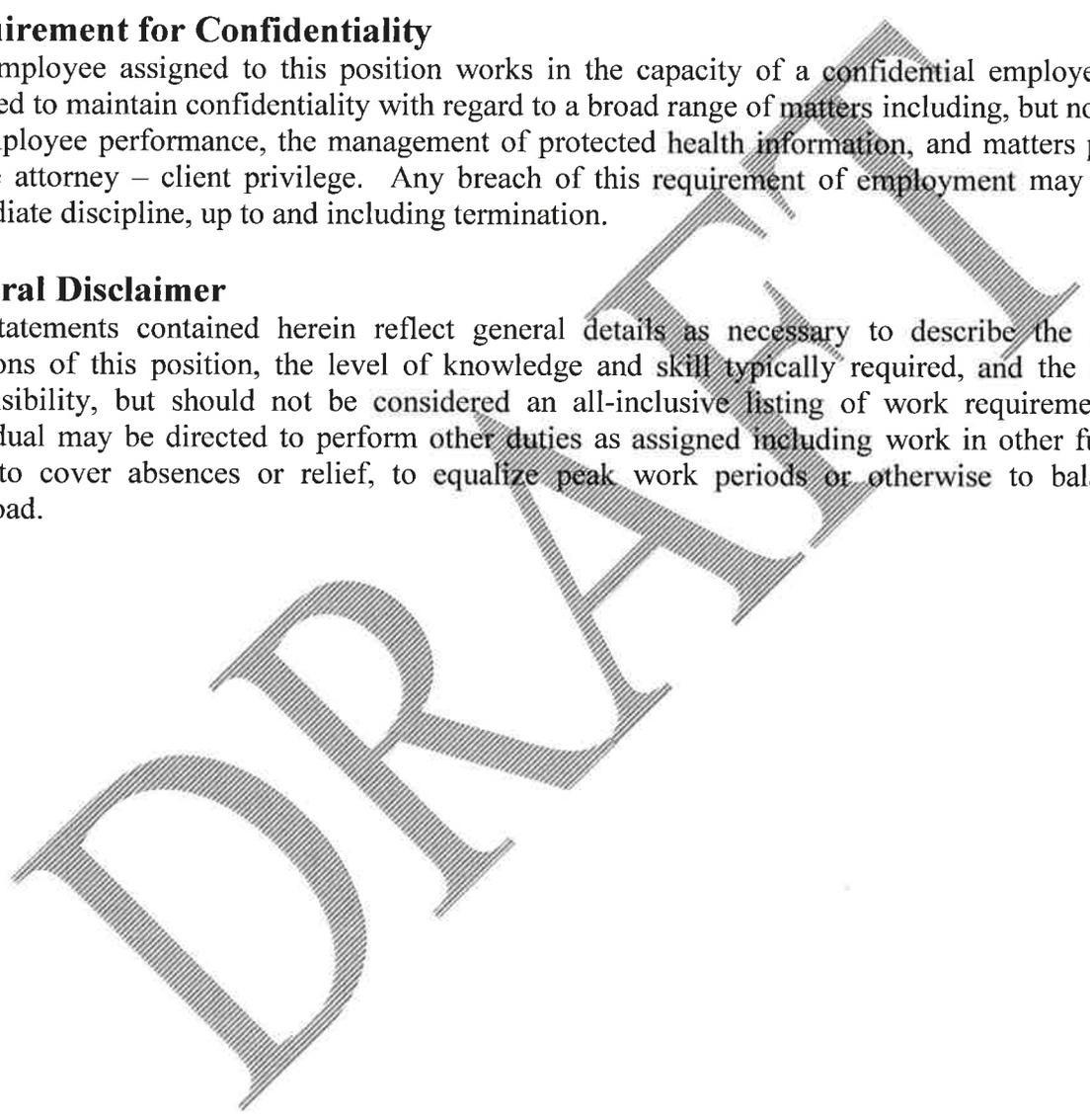
The employee assigned to this position may be designated as an “essential worker.” Essential workers are required by the county to respond and perform work functions during an emergency in order to ensure the protection of the health, safety, and welfare of the citizens of Clallam County and public facilities and property located therein. The county maintains the right to recall essential workers during any emergency and/or as necessary to restore governmental functions during extended emergencies.

Requirement for Confidentiality

The employee assigned to this position works in the capacity of a confidential employee and is required to maintain confidentiality with regard to a broad range of matters including, but not limited to: employee performance, the management of protected health information, and matters protected by the attorney – client privilege. Any breach of this requirement of employment may result in immediate discipline, up to and including termination.

General Disclaimer

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.



DISTRICTING COMMISSION

Business Item

Selection Criteria of the application

and agreement review for the

Districting Master

***Email from Administrator Sill and
Attorney Stanley**

***Personal Service Agreement**

*** Policy 560**

Gores, Alanna

From: Jim McEntire <jmcentire1@wavecable.com>
Sent: Friday, January 29, 2021 4:21 PM
To: Gores, Alanna
Subject: FW: Agreement Questions - Districting Commission
Attachments: Personal Services Agreement-bocc.pdf; Policy 560.pdf

Hey Loni: This is good info. Please forward to my fellow Dist. Commissioners. Thanks for Rich's and Elizabeth's prompt follow-up. Jim

-----Original Message-----

From: Gores, Alanna <agores@co.clallam.wa.us>
Sent: Wednesday, January 27, 2021 16:16
To: 'JAMES MCENTIRE' <jmcentire1@wavecable.com>
Cc: Gores, Alanna <agores@co.clallam.wa.us>
Subject: FW: Agreement Questions - Districting Commission

Commissioner McEntire,

Please see email responses below from Rich Sill and Elizabeth Stanley. I've attached Policy 560 and a copy of the agreement as Elizabeth requested. Please let me know if there is any follow-up work you'd like me to do once you have reviewed.

Do you want me to forward this to the rest of the Commission as well or wait for your review?

Hope you have a nice evening!

Loni

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

-----Original Message-----

From: Sill, Richard
Sent: Wednesday, January 27, 2021 3:50 PM
To: Gores, Alanna; Stanley, Elizabeth
Subject: FW: Agreement Questions - Districting Commission

Hello Loni,

Elizabeth has done a good job outlining the use of Policy 560 (Section 7.2 Pg. 5) for procedural purposes. For the more subjective approach in determining a best value component, I believe a great evaluative approach that can be placed into a rating category matrix which would include some of the following areas:

1. Contractor availability/local access
2. Contractor response capacity (methods of technology use and their transmission to the Board)
3. Experience level and/or capacity to handle the contract within the specified time frames required
4. Contractor research/resource capacity (including documentation examples)
5. Historical track record in handling the specific matters (success in prior endeavors)
6. Cost, as it relates to a rating of the above criteria (quality assessment)

We could simply put this into a matrix for comparative evaluation between proposals on a point based method. This should not be too difficult to capture and rate, especially with a limited number of applicants.

Thanks

Rich

-----Original Message-----

From: Stanley, Elizabeth

Sent: Tuesday, January 26, 2021 3:40 PM

To: Gores, Alanna; Sill, Richard

Subject: RE: Agreement Questions - Districting Commission

Hi Rich,

I'll leave it to you to respond about how to choose the "best value" contractor for the county.

As to the rules for contracting, they are in Policy 560. And the form Personal Services Agreement on the County Forms page can be used.

Loni, Can you please provide Redistricting Commissioners with a link to Policy 560 and a copy of the form Personal Services Agreement. Let me know if they have any specific legal questions about the contracting process and I can address those as they arise.

Thanks,
Elizabeth

-----Original Message-----

From: Gores, Alanna

Sent: Tuesday, January 26, 2021 3:06 PM

To: Sill, Richard; Stanley, Elizabeth

Cc: Gores, Alanna

Subject: FW: Agreement Questions - Districting Commission

Rich or Elizabeth ,

Commissioner McEntire asked me to follow up with one of you on the questions he has below for the Districting Master. Can one or both of you please respond?

The DC next meeting is on February 9 and they plan to discuss the District Master topic at their special meeting. If possible we'd like a response back no later than Monday, February 1.

Thanks, Loni

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

-----Original Message-----

From: JAMES MCENTIRE [mailto:jmcentire1@wavecable.com]
Sent: Tuesday, January 26, 2021 2:51 PM
To: Gores, Alanna
Subject: Re: Agreement Questions

Hey Loni: sorry to be late in getting back to you. Two things I think: a short primer from Rich Sill or from whoever else is appropriate on the rules/procedures for personal service contracting so we don't screw up the process; and any thoughts on the appropriate criteria for evaluating the bids we will receive for a "best value" award.

I remember (I think) receiving bids when I was a County Commissioner, and immediately turning them over to staff for a review and recommendation as to the winning responsive bidder – but maybe that process was for a public works contract, and not for a personal services contract.

If we Districting Commissioners need to perform the evaluations ourselves, I think we'll need a little more grounding in the proper process for doing that work ourselves.

If you think it best, I can ask Rich Sill for his advice. Happy to do so if that will work.

Jim

From: Gores, Alanna <agores@co.clallam.wa.us>
Sent: Monday, January 25, 2021 18:47
To: 'Jim McEntire' <jmcentire1@wavecable.com>
Subject: Agreement questions

Commissioner McEntire:

During the meeting I believe you asked me to follow-up on some questions to the PAO regarding the Personal Services Agreement and also Evaluation bid criteria. What specific questions would you like me to ask?

Loni

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name:

Address:

Phone N°:

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the _____ day of _____ 20____ and shall, unless terminated as provided elsewhere in the Agreement, terminate on the _____ day of _____ 20____.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____ 20____.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 20____

ATTEST:

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) _____ .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) _____ .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____ .

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

a. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

b. The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

c. Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment 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 Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

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 any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. 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 that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt 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. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, 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 a 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.

10. 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 for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, 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.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim 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 will 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 workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions 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.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon 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 Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) 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.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents 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. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. 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.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. 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 parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$	per occurrence
--	----	----------------
- WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
- BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- 4. Other (specify):.

Table of Contents

**PURCHASING, BIDS, CONTRACTS
Policy 560**

.1 PURPOSE 1

.2 GENERAL PROVISIONS 1

2.1 WRITTEN CONTRACTS / WHEN REQUIRED1

 (1) *Written Contract Always Required for Certain Purchases*.....1

 (2) *Written Contract Required for Purchase of Goods Over \$25,000*.....1

 (3) *Written Contract Required For Certain Purchases Over \$7,500*.....2

2.2 CONTRACT TO BE FULLY EXECUTED PRIOR TO PURCHASE2

2.3 OTHER CONSIDERATIONS FOR PURCHASE OF GOODS OR SERVICES2

2.4 SUB-DIVIDING PURCHASE NOT ALLOWED2

.4 CONTRACT AWARD AND EXECUTION (SEE APPENDIX B)..... 2

4.1 BOARD AWARD AND APPROVAL REQUIRED FOR CERTAIN CONTRACTS.....2

4.2 ADMINISTRATOR MAY AWARD AND APPROVE CERTAIN CONTRACTS.....3

4.3 PUBLIC WORKS DIRECTOR/COUNTY ENGINEER MAY APPROVE CERTAIN PURCHASES AND DOCUMENTS3

4.4 COUNTY OFFICIALS MAY APPROVE CERTAIN DOCUMENTS3

.5 CONTRACT AMENDMENTS 4

.7 CONTRACTUAL LANGUAGE 4

7.1 CONTRACT ELEMENTS4

7.2 STANDARDIZED CONTRACTS ENCOURAGED5

7.3 VENDOR CONTRACTS5

7.4 GRANT CONTRACTS.....5

.8 CONSULTATION WITH THE PROSECUTING ATTORNEY AND APPROVAL AS TO FORM..... 5

8.1 STANDARDIZED CONTRACTS5

8.2 REVIEW OF NON-STANDARD FORM CONTRACTS AND VENDOR CONTRACTS5

.10 FEDERAL FUNDS – SUBRECIPIENTS AND VENDORS..... 6

10.1 SUB RECIPIENTS AND VENDORS6

10.2 CONTRACT REQUIREMENTS FOR SUB RECIPIENTS6

10.3 TITLE VI CONTRACT REQUIREMENTS7

.15 CONTRACT ADMINISTRATION 7

15.1 CONTRACT ADMINISTRATION RESPONSIBILITIES7

15.2 RESPONSIBILITY FOR ADMINISTRATION OF CONTRACTS7

15.3 INDEX AND TRACKING OF CONTRACTS REQUIRED8

15.4 DOCUMENT RETENTION, OFFICIAL FILE, PUBLIC DISCLOSURE8

.20 BID PROCEDURES (EXCEPT PUBLIC WORKS PROJECTS) 9

20.1 FORMAL BIDS REQUIRED FOR PURCHASE OF GOODS IN EXCESS OF \$25,0009

(1) <i>Bid Documents to be Maintained</i>	9
(2) <i>County Official Responsibilities for Formal Bids</i>	9
(3) <i>Clerk of the Board Responsibilities</i>	10
20.2 INFORMAL BIDS/QUOTES REQUIRED FOR PURCHASE OF GOODS BETWEEN \$5,000 AND \$25,000	10
(1) <i>Vendor List to be Maintained</i>	10
(2) <i>Solicitation of Informal Bids/Quotes</i>	10
(3) <i>Bid/Quote Documents to be Maintained</i>	11
(4) <i>List of Purchases Made Using Informal Bids/Quotes to be Published</i>	11
(5) <i>County Official Responsibilities When Using Informal Bid Procedures</i>	11
20.3 REQUESTS FOR PROPOSALS/QUALIFICATIONS REQUIRED FOR CERTAIN SERVICES.....	11
20.4 INFORMAL PROPOSAL PROCESS REQUIRED FOR SERVICES BETWEEN \$25,000 AND \$75,000	12
20.5 CERTAIN SERVICES EXEMPT FROM REQUIREMENTS FOR PROPOSALS	12
20.6 REQUIREMENTS FOR FORMAL AND INFORMAL RFP/RFQ	12
(1) <i>Proposals and Other Documents to be Maintained</i>	12
(2) <i>County Official Responsibilities for Requests for Proposals for Services</i>	13
(3) <i>Clerk of the Board Responsibilities for RFP/RFQ for Services (Formal RFP/RFQ Only)</i>	13
20.7 REQUIRED TITLE VI NOTICES IN ALL SOLICITATIONS FOR BIDS FOR WORK OR MATERIAL.	14
.30 BID PROCEDURES FOR PUBLIC WORKS PROJECTS	14
30.1 FORMAL BIDS REQUIRED FOR PUBLIC WORKS PROJECTS OF \$200,000 OR MORE	14
(1) <i>Bid Documents to be Maintained</i>	14
(2) <i>Public Works Director Responsibilities for Formal Public Works Bids</i>	14
(3) <i>Clerk of the Board Responsibilities</i>	15
30.2 SMALL WORKS PROCEDURES - PUBLIC WORKS	15
30.3 REQUIRED TITLE VI NOTICES IN ALL FEDERALLY-FUNDED PROGRAMS.....	15
.35 BID CONFIRMATION FORM REQUIRED/PAYMENT VERIFICATION PROCEDURES	16
.40 SOLE SOURCE PURCHASES.....	16
.42 EMERGENCIES	17
.44 COOPERATIVE PURCHASING	17
.46 INTERGOVERNMENTAL PURCHASES.....	18
.50 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES.....	18
.80 FREQUENTLY ASKED QUESTIONS	19
APPENDIX A WRITTEN CONTRACTS REQUIRED.....	21
APPENDIX B APPROVAL OF CONTRACTS	22
APPENDIX C STANDARDIZED INSURANCE REQUIREMENTS.....	24
APPENDIX D	28
APPENDIX E.....	30

APPENDIX F..... 32

PURCHASING, BIDS, CONTRACTS

.1 PURPOSE

- To convey Board of Clallam County Commissioners approval and delegation policies and procedures consistent with the Clallam County Purchasing Ordinance, CCC 3.12.
- To list necessary contractual language so those contracts are enforceable, legally sound, and contain appropriate wording.
- To achieve uniformity in the process of purchasing and preparing County contracts.
- To ensure that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any County program or activity.

.2 GENERAL PROVISIONS

2.1 Written Contracts / When Required

A written contract may be initiated by the County or by the other party to the agreement. It must be signed by at least one authorized representative from each party. Appendix A contains a table representing requirements for written contracts.

(1) Written Contract Always Required for Certain Purchases

A written contract is always required for the following types of purchases:

- a. All lease or rental agreements for real property
- b. All intergovernmental agreements
- c. All grants to Clallam County
- d. All union labor agreements
- e. All services with the exception of minor services such as repairs, etc where academic credentials or professional expertise are not required.
- f. Cooperative purchasing agreements
- g. Maintenance and licensing agreements (except licenses and/or maintenance agreements for standardized, non-customized, software or hardware)
- h. Other contracts/agreements deemed necessary by the BOCC or offices/departments

(2) Written Contract Required for Purchase of Goods Over \$25,000

A written contract is required for purchase of goods when the purchase by a department of a similar item from a single vendor exceeds \$25,000 per year; or,

when total business by a department with a single vendor for purchase of goods exceeds or is expected to exceed \$25,000 in a calendar year.

(3) Written Contract Required For Certain Purchases Over \$7,500

A written contract is required for the following purchases of more than \$7,500:

- a. Construction projects or "public works" contracts.
- b. Agreements for rental or lease of equipment.

2.2 Contract to be Fully Executed Prior to Purchase

Contracts should be completely executed prior to the start of any activity covered under the contract. Retroactive contracting is discouraged and an explanation must be included in the executive summary submitted during the approval process.

2.3 Other Considerations for Purchase of Goods or Services

Prior to making a purchase for the acquisition of goods or services, County Officials are responsible to:

- a. Ensure that the purchase of goods or services is in accordance with the Clallam County Code, this policy, and any applicable grant requirements.
- b. Determine that funding is available in the appropriate budget and, if not submit the required budget change documents prior to the purchase.
- c. If a contract spans more than one calendar year, consider the impact on future budgets and include a non-appropriation clause. The standardized contract contains a non-appropriation clause that can be used on other contracts as well.

2.4 Sub-dividing Purchase Not Allowed

County Officials are not allowed to sub-divide purchases that otherwise would require either a bidding process and/or a written contract in order to avoid those processes. Examples might include 1) purchasing equipment in one month and the installation of the equipment in another month. 2) Purchasing a piece of equipment in one purchase then purchasing accessories or add on parts in another purchase, etc.

.4 CONTRACT AWARD AND EXECUTION (SEE APPENDIX B)

4.1 Board Award and Approval Required for Certain Contracts

- a. All contracts requiring budgeted expenditures in excess of \$50,000 in the current calendar year.
- b. All contracts that span more than one calendar year and require budgeted expenditures in excess of \$25,000 per year, unless a non-appropriation clause is included in the contract.

- c. All contracts that will require a budget emergency or supplement not previously approved.
- d. All union labor agreements.
- e. All real property transactions (acquisitions and disposals).
- f. Any other contract or agreement which by statute must be approved by the governing body of the County.
- g. Any other contract not specifically authorized by the BOCC for other approval.

4.2 Administrator may Award and Approve Certain Contracts

Contracts not required to be approved by the Board may be awarded and approved by the Administrator. Contracts on the small works roster are included in these dollar limits.

4.3 Public Works Director/County Engineer may Approve Certain Purchases and Documents

The following contracts under \$35,000 may be approved by the Public Works Director or County Engineer if funds for the project are previously approved in the budget. Such contracts must be indexed and approved by the Prosecuting Attorney's Office in accordance with this policy.

- a. Contracts awarded as a result of the small works procedures contained in this policy
- b. Small construction improvement projects or consultant agreements
- c. Architectural services agreements using the County's standard form agreement

Purchase of Goods – The Public Works Director may delegate authority to approve purchase of goods from the ER&R Fund, the REET Fund, or the Capital Outlay Fund that do not require a formal bid or a formal contract. The Public Works Department may approve payment for purchase of fuel and payment for utility services. Purchase of oil products for road maintenance from the state bid or interlocal agreement may be approved by department personnel.

4.4 County Officials may Approve Certain Documents

Vendor agreements such as work orders, work requests, etc. for commonly used minor services such as repairs where academic credentials or professional expertise are not required, in an amount less than \$10,000 may be approved by the County Official. Purchase of goods less than \$10,000 may be approved by the County Official. County Officials may approve the County's personal services agreements in an amount less than \$10,000. County Officials may not approve other formal contracts that contain a liability clause or intergovernmental agreements no matter the dollar amount.

In order to be eligible for approval by the County Official, the purchase must be made within the current calendar year and funds for the purchase have been previously allocated in the budget. The County Official is responsible to comply with any applicable

bidding requirements, capital budgetary restrictions, review by the Prosecuting Attorney if required, and contract indexing. Approval for any purchase that requires informal or formal bidding under this policy may not be delegated by the County Official to a subordinate other than their designated acting in their absence (charter exempt in the case of elected officials).

.5 CONTRACT AMENDMENTS

Amendments (change orders, addendum) will be in writing and signed by both parties. Amendments cannot alter the nature of the project or change its scope beyond what a reasonable bidder would consider a modification, as opposed to a different project. Specific cases should be reviewed with the Prosecuting Attorney to determine whether the proposed changes require an amendment or a new contract. Expired contracts may not be amended. In cases where the County anticipates additions to the scope of work as more funding becomes available, bid specifications (if required) and the original contract's scope of work should so state. The following rules govern the approval of amendments, and change orders:

- a. Contracts approved by the Administrator may be amended by the Administrator.
- b. Contracts approved by the Board must be amended by the BOCC, except that, the Board may authorize approval of amendments by the Administrator.
- c. Change orders and addendums on Public Works construction projects may be approved by the County Engineer, Public Works Director, or Administrator.
- d. Change orders and addendums on projects under the supervision of the Parks, Fairs, and Facilities Department may be approved by the Parks, Fairs, and Facilities Director or the Administrator.

.7 CONTRACTUAL LANGUAGE

This section is intended to ensure that a contract includes certain contract language so that the contract is enforceable, legally sound, and contains appropriate wording. It will also serve to highlight the difference between "form" and "substance."

7.1 Contract Elements

The contract elements listed below are generally required in all contracts. Exceptions may be approved by the Prosecuting Attorney's Office.

- a. Contract title
- b. Name, address, phone, and fax numbers of all parties
- c. County's authorized representative
- d. Contractor's legal entity type
- e. Purpose, scope of the contract, or scope of work
- f. Term or duration of the contract
- g. Compensation and payment terms
- h. Provisions for modifications and changes
- i. Provisions for contract termination
- j. Provisions for remedies if there is a violation or breach of contract terms

- k. Clause describing dispute resolution
- l. Non-discrimination language
- m. Insurance, liability, indemnification language

7.2 Standardized Contracts Encouraged

Standard form contracts are maintained by the County for Personal/Professional Services and for Architectural/Engineering Services. These contracts have been pre-approved as to form by the Prosecuting Attorney. The Prosecuting Attorney's Office will review standardized contracts at least biannually.

When a County department initiates a contract, a standardized contract will be used whenever possible. Standardized Contracts are maintained on the County's Intranet.

7.3 Vendor Contracts

A vendor/contractor may provide the County with a written pre-printed contract document. Common vendor supplied contracts include purchase agreements, maintenance and licensing agreements, and work orders. Vendor contracts must be reviewed by the prosecuting attorney prior to approval.

7.4 Grant Contracts

Contract language required by the conditions of a private, federal or state grant will be included. Grant contracts must be reviewed by the prosecuting attorney prior to approval.

.8 CONSULTATION WITH THE PROSECUTING ATTORNEY AND APPROVAL AS TO FORM

8.1 Standardized Contracts

Contracts using pre-approved forms are not required to be reviewed for form by the Prosecuting Attorney's Office prior to the solicitation for bids or prior to executing the contract as long as no changes have been made to the standardized language and insurance requirements have been applied at, or above, the matrix contained in Appendix C. Departments are encouraged to consult the Prosecuting Attorney's Office for assistance on complex or unfamiliar scope of work or compensation sections. Commonly used pre-approved contract forms are located on the County's Intranet site.

8.2 Review of Non-Standard Form Contracts and Vendor Contracts

Written contracts not using an approved Standardized Form must be reviewed by the Prosecuting Attorney's Office prior to the approval of the contract, except that, contracts for repairs to be completed as part of an emergency declaration do not require Prosecutor review if the review is not able to be accomplished in a timely manner. In addition, service orders or work orders for minor services where academic credentials or professional expertise are not required in an amount under \$7,500, and purchase orders

for purchase of goods less than \$25,000 do not require prosecutorial review. If these documents contain an indemnity clause or liability clause it must still be reviewed by the prosecutor.

.10 FEDERAL FUNDS – SUBRECIPIENTS AND VENDORS

10.1 Sub recipients and Vendors

The County Official in the department responsible for the contract is responsible to ensure that awards and/or payments are not made to any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Prior to signing a contract with a sub recipient or vendor the County Official responsible for administration of the contract is responsible to ensure that sub recipients or vendors are eligible to receive federal funds.

10.2 Contract Requirements for Sub recipients

When the County contracts with a sub recipient who distributes federal funds, the sub-recipient is subject to the Single Audit Act. Contracts with sub recipients will include the language addressing the following:

- a. The secondary recipient of the federal funds should be referred to in the contract as a "sub recipient" once it is determined that they are a sub recipient, not a vendor.
- b. Single Audit requirements should be defined for sub recipients:
 - A requirement that the sub-recipient comply with the Single Audit Act of 1984 as amended.
 - A requirement that the sub recipient permits independent auditors access to its financial records.
 - A requirement that the sub recipient maintain accounting records that will enable identification of all federal funds received and expended by catalog of federal domestic assistance number (CFDA#).
 - A requirement that if a Single Audit is required, a copy of the audit report is submitted to the County, within the time limit set forth in the Single Audit act.
 - A requirement that if a Single Audit is not required, the County is allowed to perform a fiscal review of the sub recipient's financial records.
 - A requirement that if a sub recipient is debarred or suspended from participation in federal programs during the contract period, the contract is voided.
 - A requirement that the sub recipient check the "List of Parties Excluded From Federal Procurement and Non-procurement Programs," prior to awarding sub-grants or contracts.

10.3 Title VI Contract Requirements

- a. Appendix D shall be included in every contract subject to Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) the Act and the applicable implementing Regulations.
- b. Appendix E shall be included, , as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
- c. The appropriate clauses set forth in Appendix F shall be included, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

.15 CONTRACT ADMINISTRATION

Contract administration is the process by which the County, acting through one or more of its officials or staff, assures performance of contractual obligations. This encompasses all activity by the County and the contractor from the time the contract is awarded until the time the contract work has been completed and accepted, payment is made, all disputes resolved, and the contract has been formally closed out.

15.1 Contract Administration Responsibilities

Contract administration may include, but is not limited to, the following functions:

- a. Ensuring required insurance or other required documents are obtained and documented prior to commencement of work, and maintained throughout the term of the contract.
- b. Making payments to contractors according to the terms of the contract.
- c. Providing interpretations of terms and conditions of the contract to the contractor.
- d. Giving technical direction and assistance to contractors.
- e. Inspecting and accepting work performed by contractors.
- f. Preparing modifications to contracts.
- g. Reviewing certain proposed subcontracts if contract terms require such reviews.
- h. Terminating contracts for cause, convenience or default.
- i. Maintaining a contract file.
- j. Closing out the contract when it is completed.
- k. Providing assistance in the event of an audit.

15.2 Responsibility for Administration of Contracts

The County Official initiating the contract is responsible for the administration of the contract. Each contract will be assigned a contract officer by the initiating department

who, on behalf of the County, will be responsible for coordinating the applicable contract management activities listed above for the assigned contract(s).

15.3 Index and Tracking of Contracts Required

The County maintains a contract tracking and indexing system designed to ensure that a centralized record of each contract is maintained where County Officials can monitor contract expiration, compliance and other issues. County Officials are responsible to ensure that the contract index is completed properly, accurately reflects the department's contracts, and is maintained during the life of the contract. Indexes are maintained on the County intranet.

All written contracts approved by the Board, the Administrator, or a County Official must be indexed and reflect the index number on the contract document. Amendments, change orders, or supplements that change compensation and/or the term of the contract must be indexed using the number of the original contract followed by a sequential "amendment" number in the next field. Amendments, change orders, and supplements may be indexed using a new number but must reflect a reference to the original contract number.

Unless otherwise approved by the Administrator, a unique identifying number will be assigned by the County Official responsible for the contract, to each new contract in the following form: the three digit budget identifier assigned to the budget from which the funds are allocated, followed by the two digit year of the contract execution date, followed by a sequence number of up to five characters that may include any combination of numbers and letters assigned by the department which will uniquely identify the contract within the initiating department or office. For example, the first contract written in Human Resources for 2017 could be assigned the number 461.17.01. In order to provide for proper tracking, the identifying number will be written on the upper right of each contract, amendment, or change order.

15.4 Document Retention, Official File, Public Disclosure

The official contract file including either an original signed contract or a copy of the signed contract and all documents associated with the contract will be maintained by the initiating department. Any destruction of these records will be in accordance with approved retention schedules in the appropriate department. Requests for public disclosure of contracts and related documents will be referred to the initiating department. Documents associated with a contract would include but not be limited to: vendor list printout, written/phone quotation form, bid specifications, bid quotations, RFP's, contract proposals, activity reports, requests for reimbursement, and any other documents made or received by the County in connection with the contract or agreement.

An original contract and any approved amendments are retained by the Clerk of the Board. The Commissioners Office file does not include supporting documents and is not considered the official file.

If, due to the dollar amount, the purchasing transaction does not require a written contract in accordance with the Contracting Policy, all documents leading up to the purchase/expenditure may be attached to the original payment voucher. The original payment voucher is retained by the Auditor's office.

.20 BID PROCEDURES (EXCEPT PUBLIC WORKS PROJECTS)

20.1 Formal Bids Required for Purchase of Goods in Excess of \$25,000

In accordance with CCC 3.12, formal bids are required for purchases in excess of \$25,000. In addition, certain purchases require formal bidding in accordance with RCW. County Officials are responsible to have knowledge of those purchases required to comply with formal bid procedures.

(1) Bid Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contracts, and other documents related to any purchase made using formal bid procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(2) County Official Responsibilities for Formal Bids

The County Official responsible for the purchase is responsible for the following:

- a. Preparation of Specifications - Specifications should be detailed. If the County anticipates that the contract period, the quantity of items to be purchased and/or the scope of work may be modified or increased, the specifications should so state.
- b. Preparation of Call for Bids - The Call for Bids form is available on the County intranet. Bid responses must be received by the Clerk of the Board, not the department. Bids must be received by the Clerk of the Board no later than 10AM on the date of bid opening. Arrival at any other County office or location is not acceptable. Bids must arrive sealed and must be clearly marked on the outside as stated in the Call for Bid. The bid opening date is scheduled for a regular meeting of the Board and must be a minimum of 14 days after the Call for Bids is approved by the Board. A longer period for response is acceptable.
- c. Preparation of Bid Response Form or Documents.
- d. Submission of Documents to the Board for work session and regular agenda in accordance with Policy 120.
- e. Payment for the cost of advertising and/or call for bids in the County's legal newspaper.
- f. Publication of the call for bids, other than that required in the County's legal newspaper, and payment for such.
- g. Distribution of specifications and/or response packets to prospective bidders.

- h. Pre-bid meeting if appropriate.
- i. Evaluation of bid responses after bid opening and recommendation for award to the Board or Administrator as appropriate.
- j. Notification to bidders of the award.
- k. Preparation of a written contract including any required review, recording in the County's contract index, and submittal for approval.
- l. Completion and submittal of the Bid Confirmation Form.
- m. Administration of the contract per this policy.
- n. Establishment and maintenance of official contract file including bid specifications, responses, contract, and other related documents.

(3) Clerk of the Board Responsibilities

- a. Publication of the call for bids as required by law.
- b. Accepting and securing bid responses.
- c. Ensuring full execution of the contract once approved by the County.
- d. Distribution and filing of fully executed contract.

20.2 Informal Bids/Quotes Required for Purchase of Goods between \$5,000 and \$25,000

In accordance with CCC 3.12, purchases where the purchase price is between \$5,000 and \$25,000 require that informal bids be solicited prior to the purchase.

(1) Vendor List to be Maintained

A categorized list of vendors shall be maintained in accordance with the requirements of applicable RCW's and CCC 3.12 by the Clerk of the Board. The Clerk of the Board shall advertise in January and July in the County's legal newspaper, the existence of the list and solicit vendors to be included. Vendors may submit required data to the County and be added to the list at any time. The County's vendor list shall be published on the County's Internet site. The Clerk of the Board will establish forms and procedures for maintaining the list.

(2) Solicitation of Informal Bids/Quotes

Solicitation of informal bids may be made in person or by mail, telephone, fax, or e-mail. Responses must be in writing and may be fax, e-mail, or may be pages from published catalogs, published advertisements, or other written documents. Any solicitation must include at least 3 vendors, if available, from the County's Vendor List. Vendors not on the County's Vendor list may be solicited in addition.

(3) Bid/Quote Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contacts, and other documents related to any purchase made using informal bid procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(4) List of Purchases Made Using Informal Bids/Quotes to be Published

The Auditor is responsible to publish and post, at least every 2 months, a listing of all purchases made using informal bidding procedures. The list will contain at a minimum, the vendor name, a brief description of the item(s) purchased, the amount of the purchase, the date, and the department that made the purchase and possesses the official file. The list may be published on the County's internet site and posted on the public bulletin board in the Courthouse.

(5) County Official Responsibilities When Using Informal Bid Procedures

The County Official responsible for the purchase is responsible for the following:

- a. Preparation of Specifications - Specifications should be detailed. If the County anticipates that the contract period, the quantity of items to be purchased, and/or the scope of work may be modified or increased, the specifications should so state.
- b. Solicitation to vendors in accordance with this policy.
- c. Evaluation of bid responses and award to the lowest bidder as defined in this policy.
- d. Preparation of a written contract if required, including any required review, recording in the County's contract index, and submittal for approval.
- e. Completion and submittal of the Bid Confirmation Form.
- f. Administration of the purchase/contract per this policy.
- g. Establishment and maintenance of official purchase/contract file including bid specifications, responses, contract, and other related documents.

20.3 Requests for Proposals/Qualifications Required for Certain Services

Except as exempted below, acquisition of services, anticipated to be in an amount exceeding \$75,000, require a formal request for proposals or qualifications (RFP/RFQ). In addition, certain services may require an RFP/RFQ by statute, grant, or other requirements. County Officials are required to have knowledge of those services requiring non-standard purchasing procedures.

20.4 Informal Proposal Process Required for Services between \$25,000 and \$75,000

Services expected to cost between \$25,000 and \$75,000 require an informal proposal process to be followed. County Officials are responsible to solicit at least 3 providers to make informal, written proposals. Section 20.2 (2) and (3) apply. If the department chooses to advertise the RFP/RFQ, costs are the responsibility of the department. Proposals shall be returned to the department requesting the informal proposal process. Proposals must be evaluated by the initiating department and the service awarded based on criteria including but not limited to, the proposal that best meets the County's needs, qualifications, and price.

Departments may use the informal proposal process to solicit proposals for services under \$25,000 when they believe the process would result in a broader response and/or better quality proposal.

20.5 Certain Services Exempt from Requirements for Proposals

Certain services are exempt from the bidding or RFP/RFQ procedures required under this section unless otherwise required by statute. They include:

- a. Attorney Services, including indigent defense
- b. Insurance Services, including bonding
- c. Tourism promotional services
- d. Services of the Economic Development Council
- e. Architects and professional engineers
- f. Registered surveyors
- g. Expert witnesses for litigations or potential litigation
- h. Medical professionals including but not limited to doctors, psychiatrists, and psychologists
- i. County fair entertainment
- j. Training for County employees

20.6 Requirements for Formal and Informal RFP/RFQ

(1) Proposals and Other Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contacts, and other documents related to any services acquired using these procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(2) County Official Responsibilities for Requests for Proposals for Services

The County Official responsible for the acquisition of services is responsible for the following:

- a. Preparation of Specifications/Scope of Work/Qualification of Vendors - Specifications should be detailed. If the County anticipates that the contract period and/or the scope of work may be modified or increased, the specifications should so state.
- b. Preparation of RFP/RFQ - The RFP/RFQ form is available on the County intranet. Responses must be received by the Clerk of the Board, not the department. Proposals must be received by the Clerk of the Board no later than 10AM on the date of scheduled opening. Arrival at any other County office or location is not acceptable. Proposals must arrive sealed and must be clearly marked on the outside as stated in the RFP/RFQ. The proposal opening date is scheduled for a regular meeting of the Board and must be a minimum of 14 days after the RFP/RFQ is approved by the Board. A longer period for response is acceptable.
- c. Preparation of RFP/RFQ Response Form or documents.
- d. Submission of documents to the Board for work session and regular agenda in accordance with Policy 120.
- e. Payment for the cost of advertising the RFP/RFQ in the County's legal newspaper.
- f. Publication, other than that required in the County's legal newspaper, and payment for such.
- g. Distribution of specifications and/or response packets to prospective bidders.
- h. Pre-proposal meeting if appropriate.
- i. Evaluation of responses after proposal opening and recommendation for award to the Board or Administrator as appropriate.
- j. Notification to proposers of the award.
- k. Preparation of a written contract including any required review, recording in the County's contract index, and submittal for approval.
- l. Completion and submittal of the Bid Confirmation Form.
- m. Administration of the contract per this policy.
- n. Establishment and maintenance of official contract file including proposal specifications, responses, contract, and other related documents.

(3) Clerk of the Board Responsibilities for RFP/RFQ for Services (Formal RFP/RFQ Only)

- a. Publication of the RFP/RFQ as required by law.
- b. Accepting and securing responses.
- c. Ensuring full execution of the contract once approved by the County.
- d. Distribution and filing of fully executed contract.

20.7 Required Title VI Notices in all solicitations for bids for work or material.

In accordance with the County's Title VI Plan, all solicitations for bids for work or material shall include the following notice:

"Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

.30 BID PROCEDURES FOR PUBLIC WORKS PROJECTS

30.1 Formal Bids Required for Public Works Projects of \$200,000 or More

In accordance with CCC 3.12, formal bids are required for Public Works projects of an estimated value of \$200,000 or more. In addition, public works projects require formal bidding in accordance with RCW and the Standard Specifications for Road, Bridge, and Municipal Construction. County Officials in departments requiring such services are responsible to have knowledge of those services required and comply with formal bid procedures.

(1) Bid Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contacts, and other documents related to any contracted project made using formal bid procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(2) Public Works Director Responsibilities for Formal Public Works Bids

The Public Works Director is responsible for the following:

- a. Preparation of Specifications - Specifications should be detailed and as per the Standard Specifications for Road, Bridge and Municipal Construction where required. If the County anticipates that the contract period, the quantity of items to be purchased and/or the scope of work may be modified or increased, the specifications should so state.
- b. Preparation of Call for Bids - The Call for Bids form is available on the County intranet. Bid responses must be received by the Clerk of the Board, not the department. Bids must be received by the Clerk of the Board no later than 10 a.m., or other time as determined by the Clerk of the Board, on the date of bid opening. Delivery to or arrival at any other County office or location is not considered receipt by the Clerk of the Board. Bids must arrive sealed and must be clearly marked on the outside as stated in the Call for Bid. The bid opening date is scheduled for a regular meeting of

the Board to allow for publications to occur once each week for two consecutive weeks prior to bid opening. A longer period for response is acceptable and is required by certain grant funding sources.

- c. Preparation of Bid Response Form or Documents.
 - d. Submission of Documents to the Board for work session and regular agenda in accordance with Policy 120.
 - e. Payment for the cost of advertising and/or call for bids.
 - f. Publication of the Call for Bids in other than that required in the County's legal newspaper and payment of such publication.
 - g. Distribution of specifications and/or response packets to prospective bidders.
 - h. Pre-bid meeting if appropriate.
 - i. Evaluation of bid responses after bid opening and recommendation for award to the Board or Administrator as appropriate.
 - j. Notification to bidders of the award.
 - k. Preparation of a written contract including any required review, recording in the County's contract index, and submittal for approval.
 - l. Completion and submittal of the Bid Confirmation Form or pre-approved Bid Tabulation Form.
 - m. Administration of the contract in accordance with this policy, per the project specifications and any requirements set by a grant funding source.
 - n. Establishment and maintenance of official contract file including bid specifications, responses, contract, and other related documents.
- (3) Clerk of the Board Responsibilities
- a. Publishing of the Call for Bids as required by Statute.
 - b. Accepting and securing bid responses.
 - c. Ensuring full execution of the contract once approved by the County.
 - d. Distribution and filing of fully executed contract.

30.2 Small Works Procedures - Public Works

Procedures for Small Works Projects, including the Small Works Roster shall be in accordance with RCW 39.04 and CCC 3.12. Responses to bids for Small Works Projects may be received by the Public Works Department.

30.3 Required Title VI Notices in all Federally-Funded programs.

In accordance with the County's Title VI Plan, all solicitations for bids for work or material in all federally-funded programs shall include the following notice in all solicitations for work or material:

"Clallam County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

.35 BID CONFIRMATION FORM REQUIRED/PAYMENT VERIFICATION PROCEDURES

Any purchase of goods or services, including any Public Works project, that requires a formal bid, informal quotes, small works procedures, or an RFP/RFQ requires the completion of the "Bid Confirmation Form" or other approved form. The Bid Confirmation Form is located on the County's Intranet site. The form must be completed by the department responsible for the bid process. The form must contain information from all responders to the bid process.

In any case where a written contract is required, the form must be submitted to the Board, Administrator, or Public Works Director/County Engineer as the case may be, as part of the request to award the bid/contract.

In lieu of providing an actual copy of the contract with the payment voucher as required by CCC 3.12.050, the bid confirmation form must be submitted with the first voucher for payment submitted to Auditor's accounts payable. The form is used by the Auditor's accounts payable to verify that the bid process has been accomplished and to include in reporting of contracts awarded under the informal bid process. The contract number will be noted on subsequent vouchers. In situations where a written contract is required but bidding is not required, the contract number will be noted on each voucher.

.40 SOLE SOURCE PURCHASES

Solicitation of formal bids, informal bids/quotes, and/or an RFP/RFQ may be dispensed with where the purchases are clearly and legitimately limited to a single source of supply or which involve special facilities or market conditions. Terms may be established by direct negotiation. Sole source is not intended to limit a purchase to a particular brand or vendor unless no other brand/vendor is able to supply goods or services that meet specifications of a business nature required by the county. Used materials, supplies or equipment may be purchased using this section.

County Officials requesting approval of a purchase as sole source are required to complete and submit a "Sole Source Purchase Request" form. The form will be approved prior to the request. In the case of purchase of goods or services that otherwise would require a formal bid or request for proposals, the form must be submitted and approved by the Board of Commissioners. In the case of purchases that otherwise would require informal bid/quote, the Administrator may approve the form. The form must then be submitted, with the voucher for payment, to the Auditor's accounts payable. The approval of a purchase of goods or services as sole source does not alter contract requirements.

DISTRICTING COMMISSION

Discussion on timeframe

Email from Attorney Stanley

Gores, Alanna

Subject: FW: Census & Redistricting

From: Stanley, Elizabeth
Sent: Monday, February 01, 2021 1:23 PM
To: Gores, Alanna
Subject: RE: Census & Redistricting

Hi Loni,

I reviewed the email and looked up the corresponding state laws. I think this could be helpful for forward to the Redistricting Commission. As long as you include a note to the Commissioners explaining that these deadlines continue to be in flux and the July 31st date has not been set in stone.

If the information is provided on July 31, here is how the timeline would shake out:

RCW 29A.76.010 requires the census information to be forwarded to the county within 45 days of receipt. So if the state receives the information on July 31, 2021, the state will be required to forward it to the county by September 14, 2021.

Then the county will have up to eight months to prepare a redistricting plan. That would mean the plan would need to be complete by May 2021 2022.

Thanks,
Elizabeth

Elizabeth Stanley | Deputy Prosecuting Attorney | Clallam County
223 E. 4th Street, Ste. 11 | Port Angeles, WA 98362 | 📞 360.417.2426 | 📠 360.417.2543 | ✉️ estanley@co.clallam.wa.us

From: Julie Anderson [mailto:julie.anderson@piercecountywa.gov]
Sent: Friday, January 29, 2021 9:27 AM
To: Anne Higgins (anne_higgins@co.columbia.wa.us); Brenda Chilton; Brenda Sorensen; chall@co.okanogan.wa.us; Charles Ross (charles.ross@co.yakima.wa.us); Darla McKay; Daryl Daus; Diana Bradrick (dbradrick@co.whatcom.wa.us); Dianna Galvan; fundingslandc@co.cowlitz.wa.us; Garth Fell (Garth.Fell@snoco.org); Greg Kimsey; Heidi Hunt; Jerry Pettit; jmaclean@co.grays-harbor.wa.us; Joyce Kidd (jkidd@co.pacific.wa.us); Julie Anderson; Julie Wise (Julie.Wise@kingcounty.gov); Karen Martin; Larry Grove (larry.grove@lewiscountywa.gov); Lori Larsen (llarsen@stevenscountywa.gov); Marianne Nichols; Mary Hall; Matt Beaton; Michele Jaderlund (mjaderlund@grantcountywa.gov); Milene Henley; mlueck@co.garfield.wa.us; Nicci Bergsengn; Paddy McGuire; Paul D. Andrews; Robert Waymire; Rose Ann Carroll (carrollra@co.jefferson.wa.us); Sandy Jamison (sandy.jamison@co.whitman.wa.us); Sandy Perkins (sandyp@co.skagit.wa.us); Sheilah Crider; Shelly Johnston; Riggs, Shoonaa; Skip Moore; Thad Duvall; Vicky Dalton
Subject: Census & Redistricting

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Auditors –

Some updates via OFM. You may have heard via other news channels.

Apportionment Expected by April 30, 2021 and Redistricting after July 30: The Census Bureau did not deliver apportionment data to the president by the statutory deadline of December 31, 2020, but should do so by April 30, 2021. Up until yesterday, there was uncertainty about when to expect that data because of reported anomalies found in the data that the Bureau needed time to fix. Yesterday, the Census Bureau issued a one-sentence press release, stating: “Our current schedule points to April 30, 2021, for the completion of the apportionment counts.” The press release comes on the heels of a Wednesday webinar sponsored by the National Council on State Legislatures (NCSL). Representing the Census Bureau, Chief of 2020 Census Communications and Stakeholder Relations Kathleen Styles told the audience that apportionment counts would be delivered **by** April 30 and redistricting data “should not be expected until **after** July 30.” It is also expected that Senator Brian Schatz (D-HI) will reintroduce legislation to legally amend the statutory deadlines as the Census Bureau originally requested on April 13, 2020 – and that the legislation stands a greater chance of passing in the new Congress. National Public Radio wrote [this article](#) about this important breaking news.

Tracking Concerns about Data Quality and Accuracy: OFM – and the Population Unit, in particular – continue to track and await the data products from the 2020 Census with an eye on **data quality** and **data accuracy**. We have created a new webpage and a new mailing list for updates related to these issues, which is accessible from the main [OFM 2020 Census website](#).

- On the one hand, the numerous changes to the census timeline created a lot of concerns about the **quality** of the enumeration process; and a number of independent groups and advisory bodies have issued reports and recommendations about the types of indicators that the Census Bureau could release in order to bolster confidence in the accuracy of the data when it is released.
- On the other hand, OFM has registered its concern about the Bureau’s plan to adopt a new disclosure avoidance system referred to as Differential Privacy – and its impact on **data accuracy**, especially at smaller geographies. It is a complicated issue, which OFM has tried to condense into [a briefing paper understandable to the general public](#).

FYI only

Julie Anderson

Pierce County Auditor

She / Her / Hers pronouns

Pierce County Auditor’s Office

P: (253) 798-3188

[FACEBOOK](#) | [TWITTER](#) | [INSTAGRAM](#)

This email is considered a public record and may be subject to public disclosure.

DISTRICTING COMMISSION

DRAFT

By-laws

CLALLAM COUNTY Districting Commission

Bylaws-proposed

Article I-Object

These Bylaws are promulgated and enacted by the Districting Commission or "DC" for the governance of the DC.

Article II-Authority

These Bylaws have been generated and approved in accordance with RCW 36.32.020 and Home Rule Charter §7.40.

Article III-Membership and Terms

- A. The DC shall have five members.
- B. The appointment of members to the DC will occur in accordance with Home Rule Charter §7.40.
- C. Clallam County will appoint one person from the Commissioners' Office to serve as the Administrative Assistant for the DC.
- D. An attorney from the Prosecuting Attorney's Office will provide legal advice and consultation to the DC ~~in its role as an advisory Board to the County Commission BUT~~ not to individual DC members.

Article IV- Purpose of Districting Commission

The purpose of the DC is to draw County Commission Districts based on the population of Clallam County arrived at by the latest decennial U.S. Census. The Districts shall be drawn in compliance with the following criteria which are listed in order of descending priority. Districts shall: be approximately equal in population so that the population of the largest does not exceed that of the smallest by more than 5 percent; have boundaries that run generally north-south; be geographically compact and continuous; and be composed of whole voting precincts to the maximum extent possible. Each district shall be assigned a number 1 to 3.

Article V-Duties of the Districting Commission

The DC shall meet within 15 days after appointment and develop procedures for

the employment of a Districting Master who shall be qualified by training, education and experience to draw a districting plan. The Districting Master shall be hired by March 15. Immediately thereafter, the DC shall schedule public hearings to provide input on preliminary districting proposals being developed by the Districting Master. The Districting Master shall meet with the DC to consider recommendations for changes by the DC. The Districting Master shall submit the final draft of the districting plan to the DC for consideration of adoption.

The DC shall hold a public hearing on the final draft of the districting plan submitted by the Districting Master. By a majority plus one (1) vote, i.e., four affirmative votes, the DC shall approve a final plan no later than eight (8) months after receipt of the most recent federal decennial census information from the state redistricting commission.

Article VI-Meetings

- A. Regular meetings of the DC shall be held on dates established ~~at the first meeting of by~~ the DC and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- B. At the first meeting of the DC, the members shall elect from among themselves a chairperson to run the meetings and organize, with the assistance of the DC's Administrative Assistant, the agenda for the meetings.
- C. Special meetings of the DC may be called by the Chair of the DC and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- D. The DC meetings and meetings of any DC committee [if such committee be established] shall be open to the public and members of the media and shall occur in a location that is handicapped accessible.
- E. Public input at DC meetings and committee meetings shall be limited to that time on the meeting agenda set aside for public input.
- F. Unless otherwise established by the Chair of the DC, public input (oral testimony) will be limited to three minutes per speaker until such time as all persons wishing to speak have spoken or waived their right to speak, at which time a prior speaker may again speak for not more than two minutes.
- G. Members must attend all DC meetings remotely until such time as the Governor's Proclamation of March ~~2019~~2020 and all related subsequent gubernatorial Proclamations are rescinded, lifted and/or nullified.

- H. An attendance record of all DC meetings and committee meetings shall be kept.

Article VII- Agenda format

While the Chair of the DC has full discretion to establish the agenda for any and all DC meetings, the following "Order of Business" is offered as a default or template agenda format for possible use:

- Open the meeting at the time set
- Pledge of allegiance
- Roll call
- Adoption of agenda
- Public comment
- Approval of minutes from prior meeting
- Reports and Presentations
- Unfinished business
- New business
- Public comment
- Announce date for next meeting
- Adjourn

Article VIII-Quorum

- A. Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of four (4) members of the DC at the DC meeting shall constitute a quorum for the transaction of business.

Article IX-Voting

- A. Except as stated in Article V above, no motion or resolution shall be deemed approved unless it is supported by an affirmative vote of a simple majority of those DC members present at that meeting.
- B. There shall be no secret ballots.

Article X-Adoption by the DC of Bylaw amendments

- A. At any meeting of the DC where a quorum (as defined in Article VIII above) is present the DC may, by a majority affirmative vote, change these Bylaws.

- B. Any amendment suggested pursuant to Sections A and B of this Article must be on the Agenda of one DC meeting and may not be approved or rejected until the next "regular" meeting of the DC in order to provide time for review and consideration of the proposed amendment.

Article XI: Public Hearings

- A. The DC must, pursuant to the Home Rule Charter §7.40, hold public hearings at a time, date and place chosen by the Chair and arranged by the Administrative Assistant.
- B. Such hearings shall be noticed and held in compliance with the Open Public Meetings Act.
- C. If such public hearings are to be held, the DC is encouraged to hold them in diverse locations reflecting that the population of the county resides in the western, central and eastern regions of this County.

Article XII Vacancies

Any vacancies in the DC shall be filled by the decision of the County Commission as decided in a public meeting. If needed, and if applicable, the County Commission may enter into Executive Session pursuant to RCW 42.30.110(1) in order to complete the work of declaring the existence of a vacancy or filling a vacancy.

Adopted by the Districting Commission

This _____ day of _____, 2021

Signed by the Chair below:

End of document

DISTRICTING COMMISSION

Website

DISTRICTING COMMISSION

WEBSITE LINKS

Districting Commission information can be found on Districting Commission webpage on the Clallam County Website at this link:
<http://www.clallam.net/bocc/DistrictingCommission.html>

Districting Commission agenda packets and notices will also be posted to the Clallam.net homepage under CURRENT ISSUES at this link:
<http://www.clallam.net/index.html>

Districting Commission meetings will be lived streamed using the Granicus recording system. All live meeting recordings, archived videos, agendas and minutes can be viewed through Granicus at this link:
<http://www.clallam.net/features/meetings.html>