

INTERGOVERNMENTAL AGREEMENT FOR COMBINED
STATE AND LOCAL VOTERS' PAMPHLET

This Intergovernmental Agreement ("Agreement") is entered into between the State of Washington, Office of the Secretary of State ("OSOS") and the Clallam County Auditor's Office ("County").

WHEREAS, the OSOS is authorized by RCW 29A.32.010 to publish and distribute a Voters' Pamphlet statewide and the County is authorized by RCW 29A.32.210 to adopt ordinances authorizing publication and distribution of a local Voters' Pamphlet, and

WHEREAS, the County has authorized the same by ordinance, code or regulation, and

WHEREAS, Chapter 39.34 RCW authorized governmental entities to enter into agreements with each other for the joint and cooperative exercise of their respective authorities, and

WHEREAS, the production and distribution of a combined Voters' Pamphlet for use by voters within the respective jurisdictions of each of the parties will serve to enhance voter knowledge and to reduce production and distribution costs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, the parties agree as follows:

1. Date and Duration of Agreement

The date of this Agreement shall begin on the date the last party executes this Agreement. The Agreement shall expire on June 30, 2021, unless otherwise terminated as provided herein.

2. Scope of Work

A. Required Contents

The parties will cooperatively publish and distribute to all residents of the relevant jurisdiction a combined Voters' Pamphlet during elections in which the state publishes a Voters' Pamphlet. The pamphlet shall contain all of the information and elements required by law for both the statewide and local Voters' Pamphlets. In addition, either OSOS or the County may determine that additional optional material may be included as permitted by law. The contents may include but are not limited to the following:

1. The ballot title, explanatory statement, fiscal impact statement, arguments, and rebuttals for and against each statewide measure;
2. Text of each statewide measure;
3. Information about Washington's ballot measure process;
4. Front and back cover, table of contents, and introduction;
5. Sample ballot or voter checklist;
6. Description of the office of precinct committee officer and its duties;
7. Explanation of the election campaign process and how voters may participate;
8. Name, address, and telephone number of each political party with candidates in the pamphlet;
9. Address and telephone number of the Public Disclosure Commission (and FEC in even years), as well as a summary of requirements for contributions to candidates and political parties, and an explanation of federal income tax credits and deductions available to persons who make such contributions;

10. The text of each County, City, and participating districts' ballot measure accompanied by an explanatory statement prepared by the City Attorney for each City measure and the Prosecuting Attorney for each County measure. All explanatory statements for participating district measures not approved by a participating district's attorney shall be approved by either the City Attorney or Prosecuting Attorney, as appropriate, pursuant to RCW 29A.32.040(3);
11. Arguments for and against each City, County, and participating district ballot measures submitted by the committees selected pursuant to RCW 29A.32.280;
12. The statement and photograph of each applicable State, City, County, and participating district candidate qualified to be included; and
13. Voter Registration information, and other information pertinent to voting in Washington State.

3. **General Duties**

- A. Each party will be responsible for completion of the activities specified in a timely manner as agreed to by the parties no later than the date for publication identified annually by OSOS.
- B. Each party will comply with the RCWs and its own administrative rules pertaining to the implementation of the authority of each to publish a Voters' Pamphlet.

4. **Specific Additional Duties**

A. **OSOS**

It will be the responsibility of the OSOS to:

1. Specify the format of information contained in the combined Voters' Pamphlet;
2. Specify page numbers that will be used by the County within their edition of the combined Voters' Pamphlet;
3. Submit the required order to the State Printer to solicit and award bids for publication and distribution with respect to the state Voters' Pamphlet. The job will be submitted to the printer in accordance with the bid specifications prepared by the OSOS;
4. OSOS, with its awarded distribution vendor, will arrange residential mailing via USPS; and
5. Provide deadlines to all parties for submission of each party's respective material to the OSOS, pursuant to the specifications the OSOS shall supply.

B. **County**

It will be the responsibility of the County to:

1. According to format specifications set by the OSOS, the County will be responsible for the determination of the contents of the local portion of the pamphlet, and composition and layout of the local portion;
2. Provide OSOS with page counts for the bidding process by the date identified by OSOS;
3. Provide OSOS with final page counts by the date identified by OSOS; and
4. Provide OSOS with final artwork in a print-ready PDF file meeting printer specifications by the date identified by OSOS.

5. **Apportionment of Costs**

A. **Composition Costs**

The costs of layout and composition of the material for each edition will be paid by the participating jurisdiction, unless specific arrangements are made with and agreed to in writing by OSOS

prior to candidate filing week. After the beginning of candidate filing week, work done by OSOS or vendors without prior agreement to assist the County with layout, composition, or issues with print-ready PDF will be billed directly to the county as direct costs.

B. Production and Distribution Costs

The cost of production and distribution of the combined pamphlet shall be apportioned and paid by each jurisdiction in the following manner:

1. For each edition, which is distributed wholly or partially within the jurisdiction of one of the parties to this Agreement, determine (a) the number of pages in that edition attributable to each of the participating jurisdictions, (b) the direct costs of production and distribution for that edition.
2. For each edition, determine the direct cost of each page by dividing the direct cost of the edition (step 1(b)) by the number of pages it included.
3. For each jurisdiction within an edition, multiply the total pages attributable to that jurisdiction (step 1(a)) by the direct cost per page for that edition.
4. For each jurisdiction, 15 percent will be added to the total for direct costs to cover "indirect costs," or overhead (as permitted in the State Auditor's BARS Manual for Allocating Election Costs).

C. Errors and Omissions

The cost of additional composition, production, or distribution shall be paid solely by the party responsible for the error or omission causing the additional costs in a reasonable amount of time determined by the OSOS in consultation with the county.

D. Deadlines

The parties recognize that timely submission of each party's material, pursuant to the specifications and deadlines established by the OSOS, is essential to the efficient and cost-effective production of the combined Voters' Pamphlet. The parties agree that time is of the essence as to all deadlines established by the OSOS. Any party submitting materials after the deadline shall be responsible for all additional costs caused by that delay as determined by the OSOS.

E. Billing and Payment

The OSOS will bill the County according to the percentage share of the costs attributable under the above formula. The County shall make payment to the OSOS within thirty (30) days of receipt of the billing.

6. Authorized Representatives

The individuals responsible for the administration of the agreement are:

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|----|---------|---|
| A. | OSOS: | Tami Davis, Voter Education and Outreach Manager
Office of the Secretary of State
PO Box 40229
Olympia, WA 98504 |
| B. | COUNTY: | Shoona Riggs
Clallam County Auditor
223 East 4 th St.
Port Angeles, WA 98362 |

7. **Liability and Indemnification**

Each party shall be responsible for the negligent acts and/or omissions of its officers, agents, employees, and volunteers. Each party agrees to protect, hold harmless and indemnify the others from any and all claims, suits, demands, causes of action and damages of any kind whatsoever arising from such negligent acts and/or omissions.

8. **Discrimination**

All parties shall be bound by all federal and state laws and regulations prohibiting discrimination and specifically agree that they will not discriminate in employment, directly or indirectly, because of age, sex, marital status, creed, color, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification.

9. **Termination**

A. This Agreement may be terminated by any party. Termination of the Agreement requires written notification to the authorized representatives of the remaining parties prior to the first day of candidate filing week in the year in which termination of the Agreement will take effect. If this Agreement is terminated, the terminating party shall be liable only for its share of costs, if any, relating to Voters' Pamphlet costs incurred prior to the effective date of termination.

B. The County acknowledges that the purpose, scope, and execution of this Agreement cannot in any way delay or interfere with the production of a combined Voters' Pamphlet. Therefore, should the County breach any of the terms, conditions, or deadlines contained herein, the OSOS shall have the right to immediately terminate this Agreement and shall charge the breaching party a pro rata share of the costs up to the date of termination.

C. This Agreement may be terminated immediately by any party if funding necessary for future performance of a party's obligations under this Agreement is withdrawn by that party's source of funding subject to payment of any costs then incurred.

D. The County may choose to opt out of the Agreement one year at a time. The annual opt out requires written notification by the County to OSOS prior to the first day of candidate filing week in that year.

10. **Waiver**

Waiver of any default may only be in writing and shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated in writing, signed by the parties to this Agreement, and attached to the original Agreement.

11. **Entire Understanding**

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by each party.

12. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. This Agreement shall be subject to the ordinances, codes, and laws of the County.

13. **Venue**

Jurisdiction and venue for all actions to enforce the terms of this Agreement or to obtain remedy for any damages resulting from a breach thereof, shall be in the Thurston County Superior Court for the State of Washington.

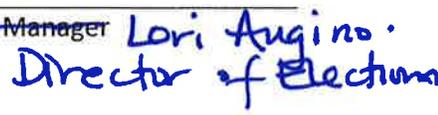
14. Headings

The headings for the sections of this Agreement have been inserted for convenience and reference only and shall not be deemed part of this Agreement.

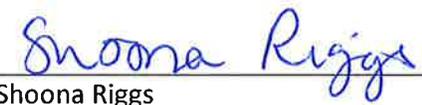
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth opposite their signatures.

DATED: 5/8/15 _____

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 Paula Reiner, Financial Services Manager
 Office of the Secretary of State

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 Lori Augino
 Director of Elections

DATED: 4-16-2015 _____

 _____
 Shoona Riggs
 Clallam County Auditor

DATED: 21 April 2015 _____

 _____
 Jim McEntire, Chair
 Clallam County Commissioner

Approved to Form: Attorney General's Office

Approved to Form:

DATED: 4.17.2015 _____

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Name: Brian Wendt
 Title: Clallam County Deputy Prosecuting Attorney