CONTRACT FOR SERVICES
Contract No. 2016-23

This Contract is entered into by and between Pend Oreille County, Washington hereinafter referred to as the "County," and G. R. Dohrn and Associates, hereinafter referred to as the "Consultant" or "GRDA" whose principal office is located at 2129 S Rockwood Blvd, Spokane, WA, 99203.

WHEREAS, G. R. Dohrn and Associates provides customized community planning, economic development, and facilitation services; and

WHEREAS, G. R. Dohrn and Associates has provided professional services to the County in support of the adoption and implementation of the County Comprehensive Plan, the County's Development Regulations, and the County's updated Shoreline Master Program; and

WHEREAS, G. R. Dohrn and Associates has also advised the County on matters pertaining to compliance with the Washington State Growth Management Act; and

WHEREAS, G. R. Dohrn and Associates has provided professional planning services to the small towns in the County, including the Town of Cusick and the City of Newport; and

WHEREAS, the County desires to have the Consultant provide additional professional planning services pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant**. The Consultant shall perform the professional planning services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

    a. In addition to the services identified in Exhibit A, the Consultant shall continue to provide professional planning services in support of the County's participation in the Voluntary Stewardship Program in accordance with the provisions of Contact A-2016-4.

    b. G. R. Dohrn and Associates may provide such additional professional planning services as may be required by the County on a time and materials basis. This shall include the preparation of a task order or contract amendment as appropriate.

2. **Compensation and Method of Payment**. The County shall pay the Consultant for time and materials required to provide the requested services within 30 days of approval of vouchers, in accordance with the provisions of this contract and attached Exhibits.

3. **Duration.** This Contract shall be in full force and effect commencing January 1, 2016 and shall remain in effect until terminated by the parties.

4. **Ownership and Use of Documents**. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Contract shall be the property of the County whether the project for which they are made is executed or not.

5. **Independent Contractor**. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Contract. The County shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. **Indemnification**. The Consultant shall indemnify, defend, and hold harmless the County, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Consultant, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the County, its agents, or employees caused or contributed thereto. In the event that the County shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Consultant shall, in addition to indemnifying and holding the County harmless from any liability, indemnify the County for any and all expenses incurred by the County in defending such claim or suit, including reasonable attorneys' fees. For purposes of this Contract, the Consultant waives its immunity under Title 51 RCW. This waiver is specifically negotiated between the parties.

7. **Insurance**.

a. The Consultant shall procure and maintain in full force throughout the duration of the Contract, automobile insurance for owned, non-owned and hired vehicles, at no cost to the County.

8. **Record Keeping, Public Records Act and Reporting**.

a. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Contract. The Consultant shall also maintain such other records as may be deemed necessary by the County to ensure proper accounting of all funds contributed by the County to the performance of this Contract and compliance with this Contract.

b. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

c. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the County.

9. **Audits and Inspections**. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by law during the performance of this Contract. The County shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

10. **Termination**. This Contract may at any time be terminated by the County upon giving to the Consultant thirty (30) days written notice of the County's intention to terminate the same.

11. **Discrimination Prohibited**. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Contract on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract**. The Consultant shall not assign or subcontract any portion of the services contemplated by this Contract without the prior written consent of the County.

13. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

14. **Notices**. Notices to the County shall be sent to the following address:

Mr. Mike Lithgow
Director of Community Development
Pend Oreille County
PO Box 5025
Newport, WA 99156

Notices to the Consultant shall be sent to the following address:

Gregg Dohrn
G. R. Dohrn and Associates
2129 S Rockwood Blvd
Spokane, Washington 99203
Phone number: 206-679-7507

15. **Applicable Law; Venue; Attorneys' Fees**. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be exclusively in Pend Oreille County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

PEND OREILLE COUNTY

By: _____

Commissioner Mike Manus

Date: 8-1-16

G. R. DOHRN AND ASSOCIATES

By: _____

Gregg R. Dohrn, Owner

Date: 8.5.16

Attest/Authenticated:

_____
Clerk of the Board

Approved as to Form:

_____
County Prosecuting Attorney

Exhibit A
Pend Oreille County
G. R. Dohrn and Associates Contract
Industrial Development Project Scope of Services
July 29, 2016

Under the direction of the Pend Oreille County Director of Community Development, and in active consultation with the Board of County Commissioners, G. R. Dohrn and Associates (GRDA or Consultant) will serve as the local Project Manager for all activities associated with the permitting of a new industrial development potentially of statewide significance in the County. The services provided by G. R. Dohrn and Associates may include, but is not limited to the following tasks, as requested by the County:

1. In consultation with County, state, and federal agency staff, as appropriate, prepare for review and use by the County, a step-by-step strategic action plan to facilitate the timely review and approval by the County of the permits that may be necessary to expedite the approval of a new industrial development potentially of statewide significance. This shall include, but is not limited to:

    a. Identification of the local, state, and federal permits and approvals that may be required;

    b. Prepare a preliminary assessment of the scope of the required environmental review and identify strategies for the integration of the environmental review with the project review; and

    c. Identification of any actions that the County may wish to consider that could serve to expedite the processing of the required permits and approvals. This could include, but is not limited to preparation of Comprehensive Plan amendments and/or revisions to the County's Development Regulations.

2. Serve as a point of contact for the Project Sponsor and maintain effective communications with the Project Sponsor and their Development Team at all times.

3. Coordinate and integrate the services provided in support of the project permitting by local stakeholders, this may include, but is not limited to:

    a. Port of Pend Oreille;

    b. Pend Oreille PUD;

    c. Pend Oreille Economic Development Council;

    d. Pend Oreille County Prosecuting Attorney;

e. Town of Cusick;

f. Pend Oreille County Public Works Department; and

g. Pend Oreille County Department of Community Development.

4. Coordinate and integrate the services provided at the local level with the services provided by state and federal agencies and organizations, including but not limited to:

   a. The Washington State Governors Office;

   b. The Governor's Office of Regulatory Assistance;

   c. The Washington State Department of Commerce;

   d. The Washington State Department of Ecology;

   e. The offices of United State Senators Patty Murray and Maria Cantwell; and

   f. The office of United States Representative Cathy McMorris Rodgers.

5. Actively consult with the County and project stakeholders throughout the entire permitting process. This shall include, but is not limited to:

   a. Responding to inquiries, providing requested information, technical assistance, and/or participation in public hearings and meetings.

   b. Provide regular briefings to Board of County Commissioners, as appropriate, on the status of the application(s).

6. Execution of a cost recovery agreement with the Project Sponsor.

7. Preparation of grant applications for review and submittal by the County.

8. Preparation of environmental review documents;

9. Additional professional planning services that may be required by the County in support of this project.

Project Budget

G. R. Dohrn and Associates shall be reimbursed for services provided on a time and materials basis, subject to the following conditions:

1. Invoices shall be submitted in a mutually agreed upon format and shall include a documentation of all services provided in accordance with the 2016 GRDA fee schedule, provided that:

    a. Upon authorization by the County, student interns may be hired for selected tasks at a rate of $15.15/hour plus required payroll charges.

2. G. R. Dohrn and Associates shall be reimbursed for all expenses incurred at cost and reimbursed for mileage in accordance with IRS standards, provided that:

    a. GRDA agrees to voluntarily waive reimbursement for travel expenses to and from Pend Oreille County.

3. Upon authorization by the County, G. R. Dohrn and Associates shall initiate project activities, at a cost not to exceed $100,000 provided that:

    a. The level of authorization may be increased in writing by the County.

4. The Consultant may, subject to review and approval by the County, retain such subconsultants that may be necessary to provide supporting services and technical studies necessary to support the timely completion of project activities.

G. R. Dohrn and Associates

2016 Rate Schedule

January 1, 2016

Principal Planner	**$140/hour**
Senior Planner	**$100/hour**
Associate Planner	**$75/hour**
Administrative Support	**$50/hour**
Support Services (if necessary) **(Printing, development of photos, etc)**	**At cost**
Materials (if necessary) **(Notebooks, paper, flip charts, CD's, etc)**	**At cost**

Note: It is the policy of G. R. Dohrn and Associates to only charge for the time required to provide requested services. Travel time and travel related costs will be assumed by G. R. Dohrn and Associates and will not be included in client invoices unless otherwise noted. Support services and materials required to provide requested services will be invoiced at cost.