

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Auditor
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Elections
Contract or Grant Administrator:	Stacy Henthorn
Contractor's / Agency Name:	State of Washington, Secretary of State

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 15,000 annual average cost
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

The Secretary of State and Whatcom County Auditor are entering into an agreement to publish and distribute a combined State and local voters' pamphlet to enhance voter knowledge and reduce production and distribution costs. Average annual costs to produce the Voters' Pamphlet is \$15,000. This costs varies from year to year depending on the size of the election.

Term of Contract: 5 years

Expiration Date: June 30, 2026

Contract Routing:	1. Prepared by: <u>Stacy Henthorn</u>	Date: <u>4/21/2021</u>
	2. Attorney signoff: <u>Royce Buckingham by email</u>	Date: <u>4/23/2021</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>4/22/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERGOVERNMENTAL AGREEMENT FOR COMBINED
STATE AND LOCAL VOTER'S PAMPHLET**

This intergovernmental agreement (the "Agreement") is entered into between the State of Washington, Secretary of State (the "Secretary") and the Whatcom County Auditor ("County").

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

WHEREAS, the production and distribution of combined state and local Voters' Pamphlets enhances voter knowledge and reduces production and distribution costs.

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

1. PERIOD OF PERFORMANCE

The Period of Performance under this Agreement shall be from the date of execution (the "Effective Date") through June 30, 2026, unless otherwise terminated as provided herein.

2. DUTIES

A. Participating Jurisdictions, in cooperation with the Secretary, will publish and distribute combined General Election Voter's Pamphlets.

B. The Secretary and the County will each be responsible for completion of their specific duties no later than is required for publication of the Voter's Pamphlets by the Secretary.

C. The Secretary and the County will each comply with their own administrative rules regarding publication of Voters' Pamphlets.

D. The Secretary will:

1. Specify the format and layout information contained in the combined Voters' Pamphlet;
2. Identify specifications and deadlines for submission of County material;
3. Prepare bid specifications for printing solicitation including typesetting, composition, preparation of negatives, publication and distribution by mailing;
4. Provide copies of bid specifications to participating jurisdictions in a timely manner;
5. Solicit and award printer bids; and
6. Exercise editorial control over all information to be published in the combined Voters' Pamphlet.

E. The County will:

1. Determine the contents of the local portion of the Pamphlet, subject to editorial control by the Secretary; and
2. Determine the composition and typesetting of the local portion of the Pamphlet, according to format specifications set by the secretary.

3. CONTENT OF VOTERS' PAMPHLETS

The pamphlet shall contain all of the information and elements required by law for both the statewide and local Voters' Pamphlets. The Secretary may also allow inclusion of non-mandatory information. Contents may include the following:

- A. The official and legal identification of each statewide measure by serial designation or number;
- B. The full text of each statewide measure;
- C. A statement prepared by the attorney general explaining the law as it presently exists for each statewide measure;
- D. A statement prepared by the attorney general explaining the effect of each proposed statewide measure if it becomes law;
- E. The fiscal impact statement for each statewide measure;
- F. The total number of votes cast for and against a statewide measure in the senate and house of representatives, if the measure has been passed by the legislature;
- G. An argument advocating the voters' approval of a statewide measure together with any statement in rebuttal of the opposing argument, followed by the names of the committee members who submitted the argument;
- H. An argument advocating the voters' rejection of a statewide measure together with any statement in rebuttal of the opposing argument, followed by the names of the committee members who submitted the argument;
- I. Two-page advisory notes for each statewide measure;
- J. Front and back cover, table of contents, and introduction;
- K. A list of jurisdictions that have measures or candidates in the Pamphlet;
- L. Sample ballot or voters checklist;
- M. Description of the office of precinct committee officer and its duties;
- N. General voting and election information including election laws, description of the campaign process, and voter participation options;
- O. Name, address, and telephone number of each political party with candidates in the pamphlet;
- P. Address and telephone number of the Public Disclosure Commission, 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;
- Q. The statement and photograph of each applicable state, city, county, and participating district candidate qualified to be included;
- R. Voter Registration information;
- S. Absentee ballot request form and application instructions;
- T. The text of each local government measure accompanied by an explanatory statement prepared by the prosecuting attorney for any county measure or by the attorney for the jurisdiction submitting the measure if other than a county measure. All explanatory statements for city, town, or district measures not approved by the attorney for the jurisdiction submitting the measure shall be reviewed and approved by the county prosecuting attorney or city attorney, when applicable, before inclusion in the pamphlet;
- U. The arguments for and against each local government measure, submitted by committees selected pursuant to RCW 29A.32.280;
- V. For local partisan primary elections, information on how to vote the applicable ballot format and an explanation that minor party candidates and independent candidates will appear only on the general election ballot;
- W. Governmental organization information;
- X. General campaign finance information;
- Y. Maps; and
- Z. Other permissible material approved by the Secretary.

4. **APPORTIONMENT OF COSTS**

- A. Participating Jurisdictions

Each county that has a current agreement with the Secretary for production of a combined state and local Voters' Pamphlet will be paid by the participating jurisdiction to which that material is attributable, unless prior written agreement is obtained from the Secretary's authorized representative.

B. Composition Costs

The typesetting and composition costs for each edition of the combined state and local Voters' Pamphlets will be paid by the participating jurisdiction to which that material is attributable in each edition unless specific arrangements are made with and agreed to in writing by the Secretary.

C. Production and Distribution Costs

The production and distribution costs of the combined state and local Voters' Pamphlet shall be apportioned to and paid by each participating jurisdiction as follows:

1. For each edition distributed wholly or partially within the jurisdiction, determine (a) the number of pages in that edition attributable to each of the participating jurisdictions, and (b) the cost of production and distribution for that edition;
2. For each edition, determine the total cost of each page by dividing total cost of the edition (step 1(b)) by the number of pages in that edition;
3. For each participating jurisdiction included within an edition, multiply the total pages attributable to that jurisdiction (step 1 (a)) by the cost per page for that edition; and
4. For each participating jurisdiction, fifteen percent will be added to the direct cost total to cover "indirect cost" or overhead.

D. Errors and Omissions

The cost of additional composition, production, or distribution due to error or omission shall be paid by the party responsible for the error or omission. The Secretary will determine the amount of additional costs.

E. Deadlines

Timely submission of material, pursuant to the specifications and deadlines established by the Secretary, is essential to the efficient and cost-effective production of the combined Voters' Pamphlet. Time is of the essence as to all deadlines established by the Secretary. Any party submitting materials after the deadline shall be responsible for all additional costs caused by that delay, as determined by the Secretary.

F. Billing and Payment.

The Secretary will bill the County its share of costs as a participating jurisdiction using the above formula. The County shall make payment to the Secretary within thirty (30) calendar days of receipt of the billing.

4. AUTHORIZED REPRESENTATIVES

The following individuals are responsible for the administration of the agreement between the Office of the Secretary of State and Whatcom County

- A, Secretary: Stuart Holmes
Office of the Secretary of State
PO Box 40229
Olympia, Washington 98504
- B. County: Diana Bradrick, Whatcom County Auditor
Amy Grasher
Whatcom County Auditor's Office
P.O Box 369
Bellingham, Washington 98227-0369

5. **TERMINATION**

A. This Agreement may be terminated by either party with one-hundred-twenty (120) calendar day written notice to the other party's authorized representative. The County shall be liable only for its share of costs relating to Voter's Pamphlet costs incurred prior to the effective day 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. Should the County breach any of the terms, conditions or deadlines contained herein, the Secretary shall have the right of immediate termination of this Agreement and the right to charge the County with its pro rata share of the costs to the date of termination.

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

D. The County may choose to opt out of this 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.

6. **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 to be such in writing, signed by the parties to this Agreement, and attached to the original Agreement.

7. **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.

8. **GOVERNING LAW**

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

9. **VENUE**

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

10. **HEADINGS**

The headings of the various 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 hereto have executed this Agreement.

OFFICE OF THE SECRETARY OF STATE

WHATCOM COUNTY

Date
Mark Neary
Assistant Secretary of State

Date
Diana Bradrick
Auditor

Approved as to form:

Royce Buckingham by email 4/23/2021
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____
_____. My commission expires _____.

CONTRACTOR INFORMATION:

State of Washington, Secretary of State

Mark Neary, Assistant Secretary of State

Address:
416 Sid Snyder Ave SW
Olympia, WA 98504

Mailing Address:
PO Box 40229
Olympia, WA 98504