

**BEFORE THE LOCAL BOARD OF HEALTH  
PACIFIC COUNTY, WASHINGTON  
1216 W. Robert Bush Drive  
South Bend, Washington**

**Regular Meeting  
Tuesday, April 22, 2014  
9:00AM or shortly thereafter as possible**

## **AGENDA**

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

### **Call to Order**

### **PLEDGE OF ALLEGIANCE FOR PACIFIC COUNTY BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS**

**Public Comment** *(limited to three minutes per person)*

### **CONSENT AGENDA (A-B)**

- A)** Rainbow Valley Landfill Claim Vouchers:  
Royal Heights Transfer Station, Inc- \$7,378.56  
PUD No. 2- \$77.62
- B)** Consider to adopt Board of Health Ordinance 2D pertaining to Solid Waste Handling, Litter and Unauthorized Dumping that was required to be updated when the State updated WAC 173-350.

### **ADJOURNMENT**

*The Board may add and take action on other items not listed on this agenda and order of action is subject to change*

*The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.*

2014-13

Claims Voucher  
Rainbow Valley Landfill Trust Fund: Post-Closure Account

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4603	4/1/14	LEACHATE TRANSPORTATION	660	000	537	10	41	\$7378.56

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Bale  
Signature

PRES.  
Title

4/3/14  
Date

Reviewed by:

[Signature]  
Faith Taylor, Director  
Department of Community Development

April 4 14  
Date

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT: The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

\_\_\_\_\_  
Chairman, Pacific County Board of Health

\_\_\_\_\_  
Date

**Invoice**

**ROYAL HEIGHTS TRANSFER STATION, INC.**  
**114 AIRPORT RD.**  
**RAYMOND, WA 98577**

<b>DATE</b>	<b>INVOICE #</b>
4/1/2014	4683

<b>BILL TO</b>
<b>RAINBOW VALLEY LANDFILL, INC.</b> <b>114 Airport Rd.</b> <b>Raymond, WA 98577</b>

<b>P.O. NUMBER</b>	<b>TERMS</b>
	net 10

<b>DUE DATE</b>
4/11/2014

<b>SERVICED</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
4/1/2014	576,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	7,378.56

**Balance Due**

**\$7,378.56**

Date	<u>loads</u>		
3/1/2014	2		
2	2		
3	2		
4	3		
5	4		
6	3		
7	4		
8	3		
9	4		
10	4		
11	3		
12	2		
13	3		
14	4		
15	2		
16	3		
17	5		
18	4		
19	3		
20	4		
21	3		
22	2		
23	2		
24	3		
25	3		
26	2		
27	3		
28	4		
29	4		
30	3		
31	3		
	<b>96</b>		
	<i>total gallons</i>		<b>576000</b>
		<b>TOTAL</b>	<b>\$7,378.56</b>

2014-14

### Claims Voucher Rainbow Valley Landfill Trust Fund: Post-Closure Account

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

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3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	3/26/14	UTILITIES	660	000	537	10	41	\$ 77.62

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Bale  
Signature

PRES.  
Title

4/3/14  
Date

Reviewed by:  
[Signature]  
Faith Taylor, Director  
Department of Community Development

April 4 '14  
Date

**NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:** The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

\_\_\_\_\_  
Chairman, Pacific County Board of Health

\_\_\_\_\_  
Date





**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 4.22.2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: BoH B

BOCC ACTION:     APPROVED                       DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN                       DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:     Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: April 14 '14
NARRATIVE OF REQUEST	
<p>Board of Health Ordinance 2C which pertains to Solid Waste Handling, Litter, and Unauthorized Dumping was required to be updated when the State updated WAC 173-350. The revised rule went into effect March 2013 and local health jurisdictions had one year to update their local regulations.</p> <p>Ordinance 2D incorporates the changes made to WAC 173-350.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

PACIFIC COUNTY BOARD OF HEALTH ORDINANCE NO. 2D

AN ORDINANCE AMENDING PACIFIC COUNTY BOARD OF HEALTH  
ORDINANCE NOS. 2, 2A, 2B, AND 2C WHICH PERTAIN TO SOLID WASTE  
HANDLING, LITTER, AND UNAUTHORIZED DUMPING

WHEREAS, pursuant to Chapter 70.95.160 RCW and Chapter 173-350 WAC, the Pacific County Board of Health is required to adopt an ordinance governing solid waste handling, and permitting of solid waste disposal facilities; and

WHEREAS, the Washington State Department of Ecology updated state solid waste handling standards via adoption of Chapter 173-350 WAC, Solid Waste Handling Standards, on February 4, 2003, March 7, 2003, and March 25, 2013; and

WHEREAS, Pacific County has adopted solid waste handling standards that comply with Chapter 173-350 WAC and Chapter 173-351 WAC; and

WHEREAS, the adoption of Chapter 173-350 WAC and Chapter 173-351 WAC by the Pacific County Board of Health is necessary to protect the health, safety, and welfare of the residents of Pacific County; and

WHEREAS, Pacific County has identified a need to properly handle solid waste, dumping and litter as the result of court ordered evictions;

NOW THEREFORE, IN ACCORDANCE WITH CHAPTER 70.05 RCW, CHAPTER 70.95 RCW, CHAPTER 173-350 WAC, AND CHAPTER 173-351 WAC, IT IS HEREBY ORDAINED BY THE PACIFIC COUNTY BOARD OF HEALTH THAT PACIFIC COUNTY BOARD OF HEALTH ORDINANCE NO. 2C, WHICH AMENDS PACIFIC COUNTY BOARD OF HEALTH ORDINANCE NOS. 2, 2A, 2B, AND 2C IS ADOPTED AS FOLLOWS:

1. Section 1 of Pacific County Board of Health Ordinance No. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, 2C is amended to read as follows:

**I. PURPOSE**

- 1.1 Statement of Authority and Applicability. This Ordinance is established pursuant to RCW 70.05, RCW 70.95.160, Chapter 173-350 WAC, and Chapter 173-351 WAC. This Ordinance applies to the incorporated and unincorporated areas of Pacific County.
- 1.2 The purpose of this Ordinance is to control litter and unauthorized handling or dumping of solid waste in Pacific County, and to establish procedures and standards for permitting of solid waste

management facilities. This Ordinance is intended to place upon all persons residing, traveling or doing business within Pacific County the duty to prevent and eliminate unsanitary, unsightly, and otherwise environmentally damaging conditions. This Ordinance seeks to protect the public against health and safety hazards and the expense incident to littering and unauthorized dumping of solid waste.

- 1.3 Solid Waste Handling Standards, Chapter 173-350 WAC, Sections 010 through 990 (excluding Section 600) effective February 10, 2003 and Section 600 (Financial Assurance), effective March 7, 2003, and any amendments thereto, and hereinafter amended is adopted by reference as the solid waste handling code for Pacific County.
2. Section 2 of Pacific County Board of Health Ordinance No. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, 2C is amended to read as follows:

## II. DEFINITIONS

- 2.1 Approved – “Approved” means acceptable to the health officer as stated in writing.
- 2.2 Board of Health – “Board of Health” means the legally constituted Pacific County Board of Health.
- 2.3 County – “County” means Pacific County.
- 2.4 Department – “Department” means the Pacific County Department of Community Development.
- 2.5 Ecology – “Ecology” means the Washington State Department of Ecology.
- 2.6 Health Officer – “Health Officer” means the Health Officer appointed by the Board of Health pursuant to RCW 70.05.050, or a representative authorized by and under the supervision of the appointed Health Officer.
- 2.7 Imminent Health Hazard – “Imminent Health Hazard” means that individuals are likely to come in contact with (1) radiation, (2) pathogenic organisms, or (3) toxic, hazardous or dangerous chemicals that will endanger their health upon incidental contact.

- 2.8 Litter – “Litter” means any garbage, trash, debris, rubbish, tires or any other form of solid waste.
- 2.9 Litter Receptacles – “Litter Receptacle” means a container designed in a manner approved by Pacific County, which conforms to the requirements of WAC 173-310-050 et. seq., or any amendments thereto.
- 2.10 Person – “Person” means an individual, a partnership (including partners and managers), a corporation (including board members, officers, and managers), or any other entity of any kind. “Person” also includes an applicant, a permit holder, an authorized agent of any entity, or any third party acting on behalf of any entity.
- 2.11 Prosecuting Authority – “Prosecuting Authority” means the Pacific County prosecuting attorney, his or her deputies and assistants, or such other person as may be designated by statute.
- 2.12 Public Nuisance – “Public Nuisance” means:
- a. To cause, permit, or allow the carcass of any animal of any offal, filthy, or noisome substance to be collected, deposited, or to remain in any place to the prejudice of others or to the prejudice of the general public.
  - b. To pollute any watercourse, lake, stream, marsh, well, spring, or groundwater.
  - c. To obstruct, impede, or encroach, without legal authority, any river, harbor, lake, or other collection of water, or any public highway, private way, street, alley, commons, landing places, ways to burying places, or public rights or way.
  - d. To establish and maintain, without authority of law, any inherently dangerous business, or activity which emits odors, smells, or noise that is dangerous to the health of individuals or the public or which prevents an individual from the quiet enjoyment of his or her property.
  - e. To cause, permit, or allow to remain on property a condition, such as an open well, which is inherently dangerous to the general public and which would be classified as an attractive nuisance.
  - f. To cause, permit, or allow the presence in the open, as opposed to an enclosed building, or any abandoned or

discarded objects or equipment, such as automobiles, furniture, stoves, refrigerators, washers, dryers, freezers or hot water tanks.

- g. To keep, permit, or allow on premises any putrescent material that is attractive to vermin, unless the same is in containers that deny access to vermin and contain any obnoxious odors therefrom.
- h. To cause, permit, or allow the continuation of failed septic systems.
- i. To cause, permit, or allow any fence that has the purpose of containing livestock or horses to fall into disrepair, if the field is used or intended to be used, for the housing of livestock or horses.
- j. To cause, permit, or allow the accumulation of, or growth of, vegetation or materials that constitute an unreasonable fire hazard to any building or real property.
- k. To cause, permit, or allow the disposal of garbage except in an approved container or solid waste site.
- l. To cause, permit, or allow to remain on premises any building which has been damaged by fire or elements, or which has deteriorated to a point that is not economically feasible to repair the same, and which building constitutes a potential hazard to the public.
- m. To cause, permit, or allow loud noise to emanate from their premises, by mechanical, electrical, human or animal means of transmission, in such a manner and at such times as to cause another to lose the quiet and peaceful enjoyment of their property. An isolated instance of this prohibited activity is not a public nuisance. A pattern of this activity is a public nuisance.

2.13 Regulation – “Regulation” means a statute. “Regulation” also means an administrative rule of adjudicatory decision which is adopted under the authority of the Board of Health, the Board of Supervisors of Pacific County Flood Control District No. 1, the Pacific County Board of Commissioners, the State of Washington, or the Federal government.

- 2.14 Solid Waste – “Solid Waste” means all putrescible and non-putrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and discarded commodities. This includes all liquid, solid, and semisolid materials which are not the primary products of public, private, industrial, commercial, mining, and agricultural operations. Solid waste includes but is not limited to sludge from wastewater treatment plants and septage from septic tanks, wood waste, dangerous waste, and problem wastes not exempted by Chapter 70.95 RCW.
- 2.15 Statute – “Statute” means any Ordinance of the Board of Health, the Pacific County Flood Control Zone District No. 1, the Pacific County Board of Commissioners, or any State or Federal law.
- 2.16 Unauthorized Dumping – “Unauthorized Dumping” means to discard, dump, deposit, throw or otherwise dispose of any material defined by the State of Washington, or any Board of Health Ordinance, or any County ordinance as “solid waste” in any location when a person does not have a valid permit for the disposal of such waste or the activity in question is not exempted under this Ordinance.
3. Section 3 of Pacific County Board of Health Ordinance Nos. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, and 2C is amended to read as follows:

### **III. ADMINISTRATION**

- 3.1 The Administrative Officer of the Board of Health or his or her designee shall be the administrator of this Ordinance and shall be responsible for administering the provisions and requirements of this Ordinance.
- 3.2 The Administrative Officer of the Board of Health, or his or her designee, is hereby authorized to adopt and implement written administrative rules which are consistent with and effectuate the purpose of this Ordinance. Any activity pertaining to solid waste handling and disposal shall conform to any such administrative rules that are adopted by the Administrative Officer of the Board of Health, or his or her designee. Where the provisions of Chapter 173-350 WAC and Chapter 173-351 WAC, and any amendments thereto, conflict with this Ordinance, or any written administrative rules adopted under Subsection 3.2, the more strict regulation shall apply.

3.3 The Administrative Officer of the Board of Health or his or her designee is hereby authorized to develop a fee schedule to cover all of the activities delineated in this Ordinance. Any proposed fees shall not become effective until approved by resolution of the Board of Health. The Department shall not accept for review any material supplied by an applicant, or issue any permit, nor in any manner take any official action, until the appropriate fees are paid.

3.4 In the event of any conflict between this Ordinance and any other ordinance of Pacific County, or the Board of Health, the regulation which provides the greater environmental protection shall apply. Satisfying the requirements of this Ordinance does not affect a person's obligation to comply in all respects with other Federal, State, and local regulations.

4. Section 4 of Pacific County Board Ordinance Nos. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, and 2C is amended to read as follows:

#### **IV. PROHIBITED ACTIVITIES**

4.1 Littering – No person shall throw, drop, deposit, discard, or otherwise dispose of litter on any public place in the County or upon any private property not owned by him, or in any waters within the jurisdiction of the County or the incorporated cities whether from a vehicle or otherwise, including, but not limited to, any street, sidewalk, alley, or park, except:

4.1.1 When such property is duly designated by the State, by any of its agencies, by the County or the incorporated cities for disposal of garbage and refuse, and a person is authorized by the appropriate permitting authority to so use such property; or

4.1.2 When a person puts litter into a litter receptacle or other container in such a manner that the litter will be prevented from being carried away or deposited by the elements upon any part of said public place or any private property; or

4.1.3 When a person is the owner or has control or custody of the property, or has prior consent of an owner or tenant in lawful possession of the property and the person is authorized by permit to dispose of such material or unless the act is done under the personal direction of the said property owner or tenant and provided said litter shall not cause a public

nuisance or be in violation of any State or local laws, rules or regulations.

- 4.2 Unauthorized dumping – No person shall dump, deposit, drop, discard or otherwise dispose of any solid waste material including, but not limited to, garbage, rubbish, trash, tires, wood waste or seafood waste upon any public place in the County, or any private property including, but not limited to, any highway, street, road, lane, alley, sidewalk, lot, park or surface water, except in duly designated locations authorized by and under a permit by the Department.
- 4.3 Litter Bags – No owner or person in possession of a vehicle or watercraft operating in the County shall do so without a litter bag in said vehicle or watercraft at all times.
- 4.4 Litter Accumulation – No person shall sweep into or deposit in any gutter, street, alley or other public place the accumulation of litter from any building, lot or from any public or private driveway or sidewalk. Persons owning or occupying property shall keep the sidewalks or the roadside in front of their premises free from litter.
- 4.5 Handbills
- 4.5.1 No person shall throw or deposit any handbill upon any public place within the County; provided, however, that it shall not be prohibited for any person to hand out, without charge to the receiver thereof, any handbill to any occupant of a vehicle, or to any other person who is willing to accept it.
- 4.5.2 No person shall throw or deposit any handbill in or upon any uninhabited or vacant property. The provisions of this Subsection do not apply to the distribution of mail by the United States or to the delivery of newspapers. However, newspapers that are placed on private residences or other private property shall be deposited in such a manner as to prevent their being carried by the elements to any public place.
- 4.6 Vehicle Loads – No vehicle shall be driven or moved on any public street or highway unless such vehicle is so constructed as to prevent any of its load from dropping, shifting, leaking or otherwise escaping there from, except that materials may be deposited on the roadway for the specific purpose of enhancing public safety and/or facilitating construction projects by public authorities or persons holding contracts therefrom.

- 4.7 Abandonment of Buildings – It shall be unlawful for the owner or occupant of any property, public or private, within the County, to permit any building or structure of any kind to be abandoned to where such building is used for dumping litter in violation of this Ordinance. The owner or occupant of such building shall secure said building to prevent the accumulation of litter on the property and shall dispose of the debris and litter in conformity with the provisions of this Ordinance.
- 4.8 Solid Waste Handling – Chapter 173-350 WAC and any amendments thereto are herein adopted by reference. No person shall act in a manner contrary to the requirements of Chapter 173-350 WAC, or any amendments thereto.
- 4.9 Municipal Solid Waste Landfills – Chapter 173-351 WAC and any amendments thereto are herein adopted by reference. No person shall act in a manner contrary to the requirements of chapter 173-351 WAC, or any amendments thereto.
5. Section 5 of Pacific County Board of Health Ordinance No. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, and 2C is amended to read as follows:

## **V. LITTER RECEPTACLES**

- 5.1 Litter receptacles shall be placed in parks, recreational vehicles parks, gasoline service stations, tavern or restaurant parking lots, shopping centers, grocery store parking lots, marinas, boat launching areas, fishing access areas, beaches, bathing areas, locations that service transient habitation, and other such public places in sufficient numbers to meet the specifications contained in Chapter 173-310.050 et seq., WAC or any amendments thereto.
- 5.2 It shall be the responsibility of any person owning or operating any establishment or public place in which litter receptacles are required by this subsection to procure, place, maintain, and empty such litter receptacles at his or her own expense in accordance with WAC 173-310.050 et seq., WAC or any amendments thereto.
- 5.3 Litter receptacles placed in accordance with this Section shall be used only for such litter material as persons may have for disposal while passing along the street, road or other public place and shall not be used for the disposal of other solid waste accumulated in residences, industries, or businesses.

- 5.4 No person shall willfully damage or deface any litter receptacle.
- 5.5 It shall be the responsibility of the person owning or maintaining litter receptacles to remove litter from receptacles in a timely fashion and to properly dispose of the contents.
- 5.6 Litter receptacles shall be of a size and design approved by the Department and Ecology.

6. Section 6 of Pacific County Board of Health Ordinance No. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, 2C is amended to read as follows:

#### **VI. FORCEFUL EVICTIONS**

Once personal property and/or solid waste has been placed onto a public access or public right of way pursuant to a Court Ordered Eviction per Title 59 RCW, the owner of the personal property, or their designee, shall have forty-eight (48) hours to remove said personal property and/or solid waste off the public access. If after 48 hours, the owner or designee has not removed the personal property off of the public access, the said materials shall be deemed abandoned and shall be considered as litter. The Board of Health, or their designee, shall have the right to remove the personal property and/or solid waste for disposal, or shall allow a designated property owner from where the personal property originated, to remove the property. In addition, the owner of the personal property shall be deemed to be in violation of BOH Ordinance No. 2, or any amendments thereto, and shall be subject to the provisions contained therein.

7. Section 7 of Pacific County Board of Health Ordinance Nos. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, 2C is amended to read as follows:

#### **VII VIOLATIONS**

- 7.1 A person who violates the provisions of this Ordinance or who fails to comply with any of its requirements shall be subject to the procedures and sanctions set forth in Pacific County Board of Health Ordinance No. 1, or any amendments thereto.
- 7.2 In addition to the civil penalty provisions provided in Pacific County Board of Health Ordinance No.1 or any amendments thereto, any person who violated any of the provisions of this Ordinance is guilty of a misdemeanor, and each day or portion thereof during which a violation is committed, continued, or not permitted shall constitute a

separate offense. The penalty for each violation is a fine of not more than one thousand dollars (\$1,000) or imprisonment for not more than ninety (90) days, or both. The principles of liability contained in Chapter 9A.08 RCW including, but not limited to, liability for conduct of another shall apply to the enforcement of this Ordinance as shall all judicial interpretations thereof.

- 7.3 When a court determines that a person has committed a civil infraction under this Ordinance and Pacific County Board of Health Ordinance No. 1 or any amendments thereto, the Board of Health may collect penalties, assessments, costs, and/or fines by any procedure established for the collection of debts that are owed to the Board of Health.
  - 7.4 Any disposition of a violation pursuant to this Ordinance and Pacific County Board of Health Ordinance No. 1, or any amendments thereto, shall not absolve a person from correcting or abating a violation and shall not prevent the prosecuting authority from pursuing criminal prosecuting, other civil action including, but not limited to, injunctive relief, license revocation, and abatement, or all of the above.
  - 7.5 Any or all of the remedies articulated in Subsection 7.1, 7.2, and 7.4 may be used by the Board of Health to enforce this Ordinance. Nothing contained in this Ordinance shall prevent the Pacific County Board of Health by and through the prosecuting authority, from taking such other lawful action as is necessary to prevent or remedy any violations.
8. Section 8 of Pacific County Board of Health Ordinance Nos. 2, as amended by Pacific County Board of Health Ordinance Nos. 2A, 2B, 2C is amended to read as follows:

#### **VIII. SEVERABILITY**

If any provision, or any portion thereof, contained in this Ordinance is held to be unconstitutional, invalid or unenforceable, said provisions(s), or portion(s) thereof, shall be deemed severed and the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

9. Section 9 of Pacific County Board of Health Ordinance Nos. 2, 2A, 2B, 2C are amended to read as follows:

#### **IX. EFFECTIVE DATE**

**BEFORE THE BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  
1216 W. Robert Bush Drive  
South Bend, Washington**

**Tuesday, April 22, 2014  
9:00AM or shortly thereafter**

The Board of County Commissioners meeting will be called  
to order following the business of the Local Board of Health

## **AGENDA**

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

### **WORKSHOPS/MEETINGS**

- 11:00 AM Workshop re: nuisance complaints  
(Commissioners Conference Room)
- 1:30 PM Commissioner Rogers -Finance Committee Meeting  
(Commissioners Conference Room)
- 2:00 PM Timber Combination Bill/ Open Space Conservation  
(Commissioners Conference Room)

### **PUBLIC HEARINGS**

- 10:00 AM Public Hearing- Timber Land Application- SHAWA  
(Commissioners Meeting Room)
- 10:00 AM Public Hearing- Budget Supplemental Request  
(Commissioners Meeting Room)

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### **Call to Order**

**Public Comment** *(limited to three minutes per person)*

### **CONSENT AGENDA (Items 1-2)**

#### **General Business**

- 1) Confirm the Department of Community Development's credit card limit of \$1,000.00
- 2) Approve Vendor Claims  
Warrants Numbered 121631 through 121765 - \$150,535.24

### **YEARS OF SERVICE AWARD**

- 3) 20 years Joyce Kidd (AUD)

*The Board may add and take action on other items not listed on this agenda and order of action is subject to change.*

*The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.*

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 4) Consider approval of the Networkfleet Pilot Program with Verizon; Authorize Chair to sign
- 5) Consider approval of the 2014 Bush Pioneer Park Maintenance and Operation Contract with Melvin and Janelle Long; Subject to adequate budget appropriations
- 6) Consider to hire Kurt Clements, Lead man position to the Road Maintenance Division in Raymond, at a rate determined by Local Bargaining Wage Scale 367; Subject to adequate budget appropriations
- 7) Consider approval to advertise for temporary Engineering aides for summer construction season; Subject to adequate budget appropriations

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 8) Consider approval of lateral transfer for Anna Miller from current position with the Health Department to Department of Community Development as Administrative Assistant I; Grade 7 Step 1, starting April 28<sup>th</sup>, 2014; Subject to adequate budget appropriations

**ITEMS REGARDING SHERIFF'S OFFICE**

- 9) Consider approval of Homeland Security Grant Contract No. E14-220 in the amount of \$14,552 to be used to purchase software for the previously approved dispatch radio replacement; Subject to adequate budget appropriations and authorize Chair to sign
- 10) Consider approval to award Natasha Nesbitt the contract to write Pacific County's Hazardous Materials Response Plan; Subject to adequate budget appropriations
- 11) Consider to hire Chanel Wirkkala, Corrections Officer, starting May 1, 2014. This position is a permanent, 1 FTE, Teamsters non-commissioned contract Corrections Officer classification at Step 1; Subject to adequate budget appropriations
- 12) Consider approval to amend our contract with Valley View Medical to provide jail health services; Subject to adequate budget appropriations

**ITEMS REGARDING DEPARTMENT OF HEALTH**

- 13) Consider approval to temporarily reduce Melissa Sexton's FTE from 1.0 to .75 beginning May 1<sup>st</sup>, 2014 through September 30, 2014 per employee's request
- 14) Consider approval of Amendment #4 of Contract #2011-13 WBH TX with Willapa Behavioral Health; Subject to adequate budget appropriations
- 15) Consider approval of contract #Millage-2014 Raymond Peer Helpers with the Raymond School District; Subject to adequate budget appropriations
- 16) Consider approval of Contract #1463-112565 with DSHS- Division of Behavioral Health & Recovery regarding Let's Draw the Line program

*The Board may add and take action on other items not listed on this agenda and order of action is subject to change.*

*The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.*

- about reducing underage alcohol use; Subject to adequate budget appropriations and authorize Chair to sign
- 17) Consider approval of Amendment #5 of Contract #211-13 Big Brothers Big Sisters of SW Washington to provide additional funding for mentoring services; Subject to adequate budget appropriations

**ITEMS REGARDING DEPARTMENT OF VEGETATION MANAGEMENT**

- 18) Consider approval to advertise for temporary help for the Spartina Field Crew (SFCI) during the duration of June 2, 2014 through October 15, 2014; Subject to adequate budget appropriations

**ITEMS REGARDING GENERAL ADMINISTRATION**

- 19) Consider approval to authorize the operating transfer in the amount of \$526,334 from the Current Expense Fund (001) to the ER&R Fund (502); Subject to adequate budget appropriations
- 20) Consider approval to purchase a security camera system for the South County Courtroom that is compatible with our computer system and will allow for real time continuous monitoring and was an approved purchase in the 2014 Risk Budget; Subject to adequate budget appropriations

**ITEMS REGARDING GENERAL BUSINESS**

- 21) Consider approval of Contracts for Payment of Retirement Contribution with Sheriff's Office employees
- 22) Consider approval of Printing Contract with the Chinook Observer as Pacific County's Official Newspaper and Area Specific Newspaper, effective July 1, 2014 through June 30, 2015.

**EXECUTIVE SESSION**

- 23) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.11

**PUBLIC HEARINGS**

- 24) 10:00 AM Timber Land Application- SHAWA
- 25) 10:00 AM Budget Supplemental Request

*The Board may add and take action on other items not listed on this agenda and order of action is subject to change.*

*The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.*



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and  
 4th Tuesday of each month,  
 beginning at 9 a.m.**

**REQUESTED MEETING DATE:**

4/22/2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 1

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

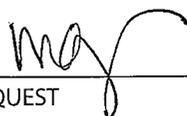
- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office      DIVISION (if applicable): Proclamation

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board      PHONE / EXT:

SIGNATURE:       DATE: 4/9/2014

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Confirm Department of Community Development's credit card limit of \$1,000



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 03.25.2014

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: [REDACTED]

BOCC ACTION:  APPROVED  DENIED

Initial: mg Date: 3/25/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: in accordance with the county policy, Resolution 2013-013; limit will be \$250

DISTRIBUTION LIST:

- |                              |   |                                   |                                     |  |
|------------------------------|---|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor           | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input checked="" type="checkbox"/> Auditor | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk              | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service      | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input checked="" type="checkbox"/> DCD     | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin - Software
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: 03.20.2014
NARRATIVE OF REQUEST  The Department of Community Development would like to request the Board's approval to move forward in acquiring a credit card in accordance with Resolution No. 2013-013.  The credit card will be used for Paypal's monthly services, which will be \$30/month and paid with technology fees. Paypal is a direct link with our Accela Automation software; therefore, it is essential that we obtain the company's services to provide 24/7 web payment for permits. We are excited about the enhanced customer service we are going to be able to provide the citizens of Pacific County.  As an FYI, I have attached the Paypal Agreement. A signature is not required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve the issuance of a county credit card to the Department of Community Development in accordance with the county policy, Resolution 2013-013	

**COUNTY OF PACIFIC  
VOUCHER APPROVAL TRANSMITTAL  
VENDOR CLAIMS**

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, April 22,2014, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

121631          thru          121765          \$ 150,535.24

Warrants Dated:      April 11, 2014

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:  
  
\_\_\_\_\_  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

4/22/14  
Agenda

**Years of Service Report** April 2014

<b>Total Years of Service</b>	20			
<b>Employee Name</b>	<b>Date of Hire</b>	<b>Calculation Date</b>	<b>ID Number</b>	
Joyce M. Kidd	11/6/2002	4/1/1994	KIDDJ	

Monday, March 17, 2014

3/21/14 - Emailed Amber - KB  
C: Lisa



Board of Pacific County Commissioners  
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 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and  
 4th Tuesday of each month,  
 beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 4/22/14

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

4

Agenda Item #:

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review:  Clerk of the Board

Risk Management

CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

RF

Assessor

DPW

PACCOM

Superior Court

CF

Auditor

EMA

PC Fair

Treasurer

SEA

Clerk

Health

Prosecutor

Vegetation Mgmt

Civil Service

Juvenile

SDC

WSU Coop. Ext.

DCD

NDC

Sheriff

Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-08-14
NARRATIVE OF REQUEST	
Department of Public Works is requesting approval of the Networkfleet Pilot Program. Attached you will find the Pilot Terms.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Networkfleet Pilot Program with Verizon; Authorize Chair to sign	



## Networkfleet Pilot Program

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Pilot Order Information			
Date	April 3, 2014	Account Sub Type	PUBLIC SECTOR
Pilot Duration	60 Days	Sales Contact	Nicholas Tsaloufis (214) 577-2833 ntsaloufis@verizon.com

Company Information		Fleet Website User	
Company Name	Pacific County Public Works	Main User Name	
DBA		Main User Email	
Address		Time Zone	
City			
State			
Zip			
Country			

Products & Services			
Item Description	Code	Qty	Unit Price
5500N3VD GPS Diagnostics	5500N3V D	4	\$0.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	Parts047	4	\$0.00
Base Installation - Plug/Play or 3 Wire		4	\$0.00
5500 monthly service fees	5500MS	4	\$0.00

Pilot Additional Terms & Conditions

Ship to Address #1 (Pilot Orders are shipped Ground)	
Company	
Contact	
Street Address	
City	
State	
Zip	
Country	
Phone	
Items to ship to this address:	

Pilot Terms and Conditions
Pacific County Public Works agrees that they will participate in mutually agreed conference calls during the Pilot Term with the Networkfleet Salesperson listed on the Pilot Order Form to discuss Pacific County Public Works's assessment of the Pilot Program based on predetermined criteria. This Pilot Order is subject to Networkfleet's Pilot Program Terms and Conditions. Please review and indicate your acceptance of the attached Terms and Conditions and confirm your agreement by providing your electronic signature below.

Customer Signature	
Name	
Sign Here	
Title	
Email	
Date	



## NETWORKFLEET PILOT PROGRAM TERMS AND CONDITIONS

These Terms and Conditions govern the participation by Customer ("Customer" or "You") in a trial program ("Pilot Program") of Networkfleet's Devices and Services.

**1. DEFINITIONS.** The following terms, when capitalized, shall have the meaning set forth below:

"*Customer Website Pages*" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"*Confidential Information*" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"*Devices*" means the Networkfleet device(s) identified on a Pilot Order Form.

"*Networkfleet Services*" means the services offered by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; and (e) if specified in a Pilot Order Form, Device installation services.

"*Networkfleet Website*" means the Networkfleet website currently located at [www.networkfleet.com](http://www.networkfleet.com).

"*Pilot Order Form*" means the order form provided by Networkfleet to Customer pursuant to which Customer agrees to participate in the Pilot Program.

"*Service Partners*" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"*Vehicle*" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

**2. PILOT ORDERS, DELIVERY AND ACCEPTANCE.** The delivery by Networkfleet to Customer of a Pilot Order Form does not constitute an offer and all orders are subject to acceptance by Networkfleet either in writing, electronically or by shipping the Devices.

**3. NETWORKFLEET LICENSE.** Networkfleet grants Customer a non-exclusive, non-transferable license during the term of the Pilot Program to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions.

**4. INSTALLATION SERVICES.** If the Pilot Order Form provides for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the Pilot Order Form is accepted by Networkfleet. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device.

**5. CUSTOMER OBLIGATIONS.** Customer shall use the Devices, Networkfleet Services, Networkfleet Website and Customer Website pages only for evaluation purposes and shall comply, and cause its employees and agents to comply with all applicable laws, regulations, Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer agrees that if it does not execute a Networkfleet Direct Customer Agreement and place an order within thirty (30) days of the end of the Pilot Term, or if this Pilot Program Agreement is terminated pursuant to Section 7, the Customer will return at Customer's expense the all Devices and related accessories to Networkfleet in original condition, ordinary wear and tear excepted. If the Devices and related accessories are not received by Networkfleet within sixty (60) days of the end of the Pilot Term, the Customer will be charged the current price for the Devices and any related accessories.

**6. DISCLAIMER OF WARRANTIES.** THE NETWORKFLEET DEVICES AND NETWORKFLEET SERVICES ARE PROVIDED ON AN "AS-IS" BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. NETWORKFLEET AND THE SERVICE PARTNERS MAKE NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, NETWORKFLEET AND THE SERVICE PARTNERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET AND THE SERVICE PARTNERS DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

**7. TERM AND TERMINATION.** The term is set forth on the Pilot Order Form. Either party may terminate the Pilot Program Agreement at any time with written notice to the other party. Unless otherwise agreed to in writing between Customer and Networkfleet, at the end of the Pilot Term, all Devices will be deactivated by Networkfleet. The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of these Terms and Conditions will survive.

**8. INDEMNIFICATION.** Customer will defend, indemnify and hold Networkfleet and the Service Partners, and their respective officers, employees and agents, harmless from and against any and all third party claims and all associated damages, suits, proceedings,

liens, penalties, liabilities, awards or expenses (including reasonable attorneys' fees) resulting from (i) Customer's breach of its obligations under a Pilot Order Form or these Terms and Conditions; (ii) a claim that Customer or its personnel violated applicable state or federal laws or regulations in its possession, distribution, installation or use of the Devices, the Networkfleet Services or the Networkfleet Website; or (iii) a claim for libel, slander or any property damage, personal injury or death arising in any way from, directly or indirectly, Customer's use, failure to use, or inability to use the Devices, the Networkfleet Services or the Networkfleet Website except to the extent such claim was caused by Networkfleet's gross negligence or willful misconduct. Customer will allow Networkfleet to participate with its own counsel in the defense of the claim at its own expense; however, nothing herein shall limit the right of Customer to control the defense. If Customer fails to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim.

**9. LIMITATION OF LIABILITY.** (a) NEITHER PARTY, NOR THE SERVICE PARTNERS WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF CUSTOMER ARISING UNDER SECTION 8 (INDEMNIFICATION) AND SECTION 10 (PROPRIETARY RIGHTS). (b) NETWORKFLEETS AND THE SERVICE PARTNERS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED ONE THOUSAND (\$1,000) DOLLARS. (c) WITHOUT LIMITING THE FOREGOING, NETWORKFLEET AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE SERVICE PARTNERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (d) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (THE GLOBAL POSITIONING SYSTEM SATELLITE NETWORK) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS WIRELESS COMMUNICATIONS COVERAGE AND IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET AND THE SERVICE PARTNERS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

**10. PROPRIETARY RIGHTS.** Customer acknowledges and agrees that the Devices, the Networkfleet Services and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet

Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at <http://www.globexplorer.com/legal-notices.shtml>.

**11. DATA.** Customer grants to Networkfleet and the Service Partners the nonexclusive, perpetual license and right to access and use the data Networkfleet and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("*Business Data*") in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties; provided, however, that except as may be required under applicable law, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

**12. SERVICE PARTNERS.** Nothing set forth in a Pilot Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are third party beneficiaries of these Terms and Conditions and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

**13. EXPORT CONTROL.** Customer understands and agrees that: (i) the software used in connection with the Networkfleet Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

**14. GENERAL.** (a) No amendment, change, modification or waiver to any provision of any Pilot Order Form or these Terms and Conditions will be binding unless signed by an authorized representative of Networkfleet. (b) The provisions of a Pilot Order Form, including without limitation, these Terms and Conditions, and any action related thereto will be governed and interpreted under the laws of the State of Delaware law without giving effect to any conflicts of law principles to the contrary. (c) Customer may not assign, sublicense or in any way transfer or assign any of its rights and obligations under the Pilot Program Agreement without Networkfleet's prior written consent, including by operation of law, change of control, merger or otherwise. (d) These Terms and

Conditions, together with the Pilot Order Form constitute the entire agreement between Customer and Networkfleet, and prevail over all prior or contemporaneous oral and written communications or agreements between Customer and Networkfleet. (e) If any provision of a Pilot Order Form or these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Pilot Order Form and these Terms and Conditions will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

**15. CONFIDENTIALITY.** Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; or as (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section 15 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

I have read and agree to the Pilot Program Terms and Conditions



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 April 22, 2014

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 5

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

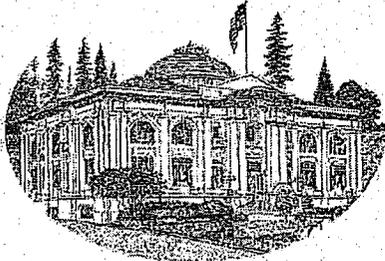
DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Parks	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Dotsi Graves, Parks Manager	PHONE / EXT: 2288
SIGNATURE: <i>Dotsi Graves</i>	DATE: April 9, 2014
NARRATIVE OF REQUEST	
Pacific County Parks Department advertised for and received applications for a Temporary Park Host for Bush Pioneer Park. Pacific County Parks Department recommends approval of the 2014 Bush Pioneer Park Maintenance and Operation Contract with Melvin J. and Janelle Long.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the 2014 Bush Pioneer Park Maintenance and Operation Contract with Melvin and Janelle Long; Subject to Adequate Budget Appropriations	



PACIFIC COUNTY COURTHOUSE  
NATIONAL HISTORIC SITE

# COUNTY OF PACIFIC

## Parks Department

P.O. Box 66, South Bend, WA 98586-0066

Email: [dgraves@co.pacific.wa.us](mailto:dgraves@co.pacific.wa.us) Web: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

*Pacific County is an Equal Opportunity Employer*

Willapa Harbor Area  
(360) 875-9368  
FAX 875-9377

Peninsula Area  
(360) 642-9368  
FAX 642-9377

Naselle  
(360) 484-7368

North Cove/Tokeland  
(360) 267-8368

## Memorandum

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DATE: April 9, 2014  
TO: Board of County Commissioners  
FROM: Dotsi Graves, Parks Manager  
RE: **2014 BUSH PIONEER PARK MAINTENANCE AND OPERATION CONTRACT**

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Pacific County Parks Department solicited for and received applications for a Temporary Host for Bush Pioneer Park. Pacific County Parks Department recommends approval of the 2014 Bush Pioneer Park Maintenance and Operation Contract with Melvin J. and Janelle Long.

Thank you for your consideration.

## **2014 BUSH PIONEER PARK MAINTENANCE AND OPERATION CONTRACT**

THIS CONTRACT, made and entered into this day between Melvin J. Long and Janelle Long, hereinafter called the CONTRACTOR, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WITNESSETH: WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed and the CONTRACTOR has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

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

1. The park maintenance and operation site shall be **BUSH PIONEER PARK**.
2. The CONTRACTOR shall have the park available for daily use by the general public between the hours of 6:00 A.M. and 10 P.M. beginning May 1, 2014 through November 30, 2014. Agreements for long-term use of the facilities in excess of three (3) weeks shall require prior approval of the COUNTY.
3. The CONTRACTOR will provide the park user reasonable security from injury to themselves or damage to their possessions; and furthermore, the fee paying user will be provided entrance to the exit from the park during hours of closure to the general public.
4. The park fees shall be as established or revised by resolution of the Board of Pacific County Commissioners (presently Resolution No. 2004-023, adopted March 23, 2004). The CONTRACTOR shall collect fees and applicable taxes. Said fees collected by the CONTRACTOR shall be retained by the CONTRACTOR and shall constitute partial payment to the CONTRACTOR for services provided. CONTRACTOR further understands and agrees to forward the taxes collected to the appropriate parties at the appropriate times.
5. The fiscal records of such collections and disbursements will be kept by the CONTRACTOR, and reported monthly on the attached form (Attachment A) to the Parks Manager. A numbered receipting system will be provided by the CONTRACTOR and used to receipt all camping fees. This system shall consist of a three-part receipt with the original copy to the customer, the second copy is to accompany the monthly report sent to the COUNTY, and the third copy to be retained by the CONTRACTOR.

6. In addition to the fees collected (referenced in paragraph four above) the COUNTY will also provide a space at the park residence site for the location of a recreation vehicle, and the COUNTY will provide electrical power, water, sewage and garbage disposal services to the site. The CONTRACTOR will have the option to keep the recreation vehicle on the park residence site during the seasonal closure of the park and will reimburse the COUNTY for all utilities used during this period. The COUNTY will pay a hosting fee of \$5,250.00 (five thousand two hundred fifty dollars) for the contract period to the CONTRACTOR in seven payments. The first payment in the amount of \$900 (nine hundred dollars) will be paid within two weeks of the contract commencement date. There will be six additional \$725.00 (seven hundred twenty five dollar) installments paid for the months of June, July, August, September, October and November.
7. No structures shall be erected on the premises, and no residences will be permitted, without prior approval of the COUNTY. The CONTRACTOR shall bear all costs associated with placement and/or removal of CONTRACTOR'S facility.
8. The CONTRACTOR shall provide the proper janitorial/custodial service for the park restrooms.
9. The CONTRACTOR shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup.
10. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY, and the COUNTY shall not be held liable for any losses of any nature by the CONTRACTOR or other affected parties.
11. The CONTRACTOR will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.
12. The COUNTY agrees to provide all necessary operating supplies for the restrooms, supplied at COUNTY'S sole cost and expense.
13. Electric power, water and sewage, garbage disposal services shall be provided by the COUNTY for park operations. No other utility services shall be provided.
14. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the CONTRACTOR further understands and agrees that the responsibility for payment of taxes remains with the CONTRACTOR. It is further understood that the CONTRACTOR is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.

15. This contract shall commence on May 1st, 2014 and terminate December 31<sup>st</sup>, 2014. Either party shall have the right of cancellation, or termination of this contract with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least (30) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse except for any sums owing to either party at the end of cancellation or termination. The CONTRACTOR shall be solely responsible for removing all their personal property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said personal property has not been removed within the time specified, the COUNTY shall have said property removed and the CONTRACTOR shall be solely responsible for bearing all costs involved.

Should criminal charges be filed in a jurisdictional court, against the CONTRACTOR, this contract may be terminated, and all personal property of the CONTRACTOR must be removed, within three (3) days.

16. It is mutually understood and agreed between the parties hereto that this contract does not create an employer/employee relationship and that the COUNTY assumes no liability to the independent CONTRACTOR and that in all of the activities pursuant to this agreement, Melvin J. Long is, and shall be, an independent CONTRACTOR under the laws of the State of Washington.
17. The CONTRACTOR shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.
18. The CONTRACTOR shall not allow property owned by the COUNTY to be removed from premises.
19. LIABILITY

(a) Proof of Insurance: The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

(b) Indemnification: In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

(c) Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the CONTRACTOR.

(d) Adjustment of Claims: The CONTRACTOR shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the CONTRACTOR under this agreement. The CONTRACTOR agrees that all such claims, whether processed by the CONTRACTOR or CONTRACTOR'S insurer, either directly or by means of an agent, will be handled by one key person.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

INDEPENDENT CONTRACTOR

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Melvin J. Long Date

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Janelle Long Date

\_\_\_\_\_  
Lisa Ayers, Commissioner

State of Washington Unified Business  
ID Number \_\_\_\_\_  
PO Box 900  
Ilwaco, WA 98624

\_\_\_\_\_  
Frank Wolfe, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey, Clerk of the Board



**REQUESTED MEETING DATE:**  
4-22-14

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 6

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_ Review:  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  Risk Management

OTHER: \_\_\_\_\_  Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-14-14
NARRATIVE OF REQUEST	
<p>This office advertised both within the Union Membership for 367 and also outside for a full-time Leaderson to the Road Maintenance Division in Raymond. Eight applications were received from this solicitation. A pre-screen was completed along with a formal interview panel and background check.</p> <p>This office recommends hiring Kurt Clements to fill the Leadman position at the Raymond Facility at a rate determined by Local Bargaining Wage Scale - 367.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 7

BOCC ACTION:     APPROVED                       DENIED                      Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN                       DEFERRED TO: \_\_\_\_\_ Review:  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  Risk Management

OTHER: \_\_\_\_\_  Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-11-14
NARRATIVE OF REQUEST	
<p>Dept. of Public Works request authorization to advertise for temporary Engineering aides for summer construction season. Emphasis will be on college students continuing their education. These workers will assist in engineering field work, flagging with road crews, litter control, and flood control. They will be required to possess a valid Driver's License, obtain valid Flagging Card, and be 18 years of age.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 04.22.2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 8

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: April 14, 2014
NARRATIVE OF REQUEST	
<p>The Department of Community Development has received a letter of intent and application from a Union 367-C member for the open Administrative Assistant I position. Anna Miller, currently employed through the Health Department, will be available to start April 28th. This is a lateral transfer.</p> <p>The position is a Grade 7 Step 1.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 4/22/2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 9

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

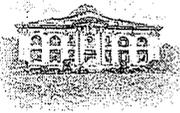
**DISTRIBUTION LIST:**

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT:
SIGNATURE:	DATE: 4/16/2014
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Consider approval of Homeland Security Grant Contract NO. E14-220 in the amount of \$14,552 to be used to purchase software for the previously approved dispatch radio replacement; Subject to adequate budget appropriations</p>	



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 03/11/2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: [REDACTED]

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

CONTINUED TO DATE: \_\_\_\_\_

OTHER: \_\_\_\_\_

DEFERRED TO: \_\_\_\_\_ TIME: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

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<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMAA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SUC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Pacific County Emergency Management Agency	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director	PHONE / EXT: 360-875-9338
SIGNATURE:	DATE: 2/27/14 02/27/2014
NARRATIVE OF REQUEST	
Request approval of Homeland Security Grant Contract for SHSP grant in the amount of \$14,552. Funds will be used for the purchase of software for previously approved dispatch radio replacement.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Homeland Security Grant Contract No. E14-220	

**Washington State Military Department  
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: <b>Pacific County Emergency Management Agency PO Box 101 South Bend, WA 98586-0101</b>		2. Grant Agreement Amount:  <b>\$14,552</b>	3. Grant Agreement Number:  <b>E14-220</b>
4. Sub-grantee Contact, phone/email: <b>Stephanie Fritts, 360-875-9340 sfritts@co.pacific.wa.us</b>		5. Grant Agreement Start Date:  <b>September 1, 2013</b>	6. Grant Agreement End Date:  <b>July 31, 2014</b>
7. Department Program Manager, phone/email: <b>Blessing Guillermo, (253) 512-7463 blessing.guillermo@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS):  <b>084604016</b>	9. UBI # (state revenue):  <b>254-000-662</b>
10. Funding Authority: <b>Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)</b>			
11. Federal Funding Source Agreement #: <b>EMW-2013-SS-00025-S01</b>	12. Program Index# & OBJ/SUB-OJ: <b>733SL / NZ</b>	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: <b>97.067 - HSGP</b>	14. TIN: <b>91-6001356</b>
15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>35</b> (BY CONGRESSIONAL DISTRICT): <b>6</b>		16. Service Area by County(ies):  <b>Pacific County</b>	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Sub-Grantee Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. PURPOSE: <b>Program Objectives:</b> The FY 2013 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2013 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG).  Thurston County, as Region 3's Homeland Security Coordinating Office, was initially awarded the full regional allocation to meet the 45-day federally-required pass-through obligation. Region 3 determined how the approved projects will be funded. This agreement passes funding from Thurston County to Pacific County to purchase equipment for the interoperable communications.			
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Approved Projects (Exhibit C); Grant Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ol style="list-style-type: none"> <li>1. <b>Applicable Federal and State Statutes and Regulations</b></li> <li>2. <b>Approved Projects</b></li> <li>3. <b>Special Terms and Conditions</b></li> <li>4. <b>General Terms and Conditions, and,</b></li> <li>5. <b>Other provisions of the grant agreement incorporated by reference.</b></li> </ol>			
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department		Signature <u>Steve Rogers</u> Date _____ <del>Lisa Ayers</del> County Commissioner, <u>Chair</u> For Pacific County Emergency Management Agency	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 9/16/2013 Assistant Attorney General		APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date _____	

Form 10/27/10 wjg

**SPECIAL TERMS AND CONDITIONS****ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	<b>Stephanie Fritts</b>	Name	<b>Deborah Henderson</b>
Title	<b>Emergency Manager</b>	Title	<b>Grants Coordinator</b>
E-Mail	<b><u><a href="mailto:sfritts@co.pacific.wa.us">sfritts@co.pacific.wa.us</a></u></b>	E-Mail	<b><u><a href="mailto:Deborah.henderson@mil.wa.gov">Deborah.henderson@mil.wa.gov</a></u></b>
Phone	<b>360-875-9340</b>	Phone	<b>253-512-7470</b>
Name		Name	<b>Blessing Guillermo</b>
Title		Title	<b>Grants Manager</b>
E-Mail		E-Mail	<b><u><a href="mailto:blessing.guillermo@mil.wa.gov">blessing.guillermo@mil.wa.gov</a></u></b>
Phone		Phone	<b>253 512-7463</b>
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

**ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Sub-grantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).
2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.
5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the Fiscal Year (FY) 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) which can be found at <http://www.fema.gov/grants> and is hereby incorporated in and made a part of this Agreement.

6. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.

### **ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES**

1. The Sub-grantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.
2. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel.
3. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
4. The Sub-grantee will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice form and reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [HLS.Reimbursements@mil.wa.gov](mailto:HLS.Reimbursements@mil.wa.gov) at least quarterly but not more frequently than monthly.
5. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 30 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
6. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
7. Requests for reimbursement of equipment purchases must include a copy of the **vendor's invoice** and **packing slip** or a statement **signed** and **dated** by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
8. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Grant Timeline) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
9. Final reimbursement requests will not be approved for payment if Sub-grantee is not current with all reporting requirements contained in this Agreement.

### **ARTICLE IV – REPORTING REQUIREMENTS**

1. The Sub-grantee shall submit with each reimbursement request a progress report describing current Approved Project activities. .
2. The Sub-grantee shall submit a Closeout Report and a final Grant Funded Typed Resource Report no later than 30 days after Agreement End Date.

### **ARTICLE V – EQUIPMENT MANAGEMENT**

All equipment purchased under this Grant Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the Department.
7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
  - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.
  - b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this Grant Agreement.
10. Allowable equipment categories for the FY 2013 SHSP program are listed on the web-based version of the Authorized Equipment List (AEL) located at the Responder Knowledge Base at <http://www.rkb.us/>. Reimbursement will only be provided for equipment that (1) is on the AEL or, (2) if not on the AEL, has received prior written approval from FEMA through the Department; Sub-grantees must contact the Department representative for assistance in seeking FEMA approval for equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using HSGP funds. In addition, Sub-grantees must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

#### **ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION**

1. The Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. <http://www.fema.gov/environmental-planning-and-historic-preservation-program>
2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but

not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

#### **ARTICLE VII – PROCUREMENT**

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement.

All sole source contracts expected to exceed \$100,000 must be submitted to the Department for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractor's sole source justifications.

#### **ARTICLE VIII – SUB-GRANTEE MONITORING**

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment #2 "OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which form is incorporated in and made a part of this Agreement.
2. Monitoring activities may include, but are not limited to:
  - a. review of performance reports;
  - b. monitor and document the completion of Grant Agreement deliverables;
  - c. documentation of phone calls, meetings, e-mails and correspondence;
  - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
  - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
  - f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

#### **ARTICLE IX – NIMS COMPLIANCE**

1. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.

Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

2. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2013 (FFY13) federal preparedness funding, to include SHSP, the National Incident Management System (NIMS) compliance requirements for 2013 must be met.

#### **ARTICLE X – HSGP SPECIFIC REQUIREMENTS**

The Washington State Military Department receives grant funding each year from the U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) through the Homeland Security Grant Program (HSGP). The FY 2013 HSGP plays an important role in the implementation of the National

Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2013 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

1. The FFY 2013 HSGP grant stipulates the following for the overall grant funding:
  - a. Up to 5 percent of HSGP funds awarded may be used for management and administrative purposes directly related to administration of the grant.
  - b. At least 25 percent of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities (LETPA) linked to one or more capabilities within the NPG. The LETPA allocation can be from SHSP, UASI or both.
  - c. Personnel expenses may not exceed 50 percent of the HSGP award.
2. Percentages applicable to the Sub-grantee under this Grant Agreement may differ from the above overall FFY 2013 HSGP grant stipulations:
  - a. The Grant Agreement percentage for management and administration purposes may be less than, but will not exceed, the maximum 5 percent.
  - b. The Grant Agreement LETPA percentage may vary, but the Sub-grantee must meet the percentage identified on the Budget Sheet as a minimum.
  - c. The Grant Agreement percentage for personnel expenses may vary, but the Sub-grantee must not exceed the percentage identified on the Budget Sheet.
3. Use of HSGP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
4. SHSP-funded projects must address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, SHSP projects are to support the implementation of the National Preparedness Guidelines, the National Incident Management System, the National Response Framework, the National Strategy for Information Sharing, the National Infrastructure Protection Plan, and the State Preparedness Report.
5. UASI-funded projects must address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism,
6. OPSG-funded projects must enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.
7. The Sub-grantee shall use HSGP funds only to perform tasks as described in the Sub-grantee's application for funding, as approved by the Department.
8. Exercises should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted as stipulated in the [https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx)
9. Equipment must be in compliance with the FEMA Authorized Equipment List (AEL), as detailed at: <http://www.rkb.us/>.
10. Sub-grantees will provide reports and/or assist with completion of reports required by the grant including but not limited to the SPR, THIRA, core capabilities assessment, and data calls.

11. Cumulative changes to budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department. In no case shall the total budget amount exceed the Grant Agreement amount. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
12. The Sub-grantee or a Subcontractor shall submit all proposed equipment purchases to the Committee on Homeland Security, Subcommittee on Equipment, to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs shall be made occur until the appropriate approvals have been obtained.
13. Equipment purchased with funds from DHS grant programs is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.
14. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
  - a. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (j) Clean Air Act of 1970, (k) Clean Water Act of 1977, (n) Coastal Wetlands Planning, (o) Protection, and Restoration Act of 1990, (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
  - b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
  - c. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
  - d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
  - e. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
  - f. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).

- g. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
  - h. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
  - i. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
  - j. The False Claims Act (FCA) (31 U.S.C. § 3729).
  - k. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
15. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
  16. The Sub-grantee must obtain DHS approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
  17. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
  18. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
  19. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publically-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
  20. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the Department are one and the same.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. **"Investment Justification"** means grant application investment justification submitted by the Sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

**A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities, as subrecipients of a federal award, that expend \$500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

Sub-grantees that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Sub-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The Sub-grantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The Sub-grantee is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Sub-grantee must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Sub-grantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Sub-grantee must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Sub-grantee must send the audit and the letter no later than nine (9) months after the end of the Sub-grantee's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the Sub-grantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Sub-grantee claims it is exempt from the audit requirements of Circular A-133, Sub-grantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Sub-grantee fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Sub-grantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the Sub-grantees failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.3 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Sub-grantee shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.4 AMENDMENTS AND MODIFICATIONS**

The Sub-grantee or the Department may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Sub-grantee. No other understandings or agreements, written or oral, shall be binding on the parties.

**A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Sub-grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

Department and Sub-grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the Sub-grantee certifies that the Sub-grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the Department, the Sub-grantee shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sub-grantee for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the Sub-grantee agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Sub-grantee certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the Sub-grantee may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Sub-grantee also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Sub-grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the Sub-grantee who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Sub-grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Sub-grantee and all its contractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the Sub-grantee's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the Department may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The Sub-grantee is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Sub-grantee's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the Sub-grantee, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Sub-grantee, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the Sub-grantee further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Sub-grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sub-grantee, or Sub-grantee's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Sub-grantee or Alternate for the Sub-grantee, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Sub-grantee shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Sub-grantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the Sub-grantee.

A.17 NONDISCRIMINATION

The Sub-grantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.18 NOTICES

The Sub-grantee shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Sub-grantee represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Sub-grantee's performance under this Grant Agreement. To the extent allowed by law, the Sub-grantee further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Sub-grantee to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Sub-grantee. The Sub-grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Sub-grantee agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Sub-grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Sub-grantee may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Sub-grantee fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Sub-grantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorney fees.

A.25 RECORDS

- a. The Sub-grantee agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sub-grantee's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The Sub-grantee's records related to this Grant Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Sub-grantee with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the Sub-grantee for such inspection and audit, together with suitable space for such purpose, at any and all times during the Sub-grantee's normal working day.
- d. The Sub-grantee shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Sub-grantee with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the Sub-grantee. The Department undertakes no responsibility to the Sub-grantee, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Sub-grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Sub-grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The Sub-grantee shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Sub-grantee in connection with the project. The Sub-grantee shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The Sub-grantee shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the Sub-grantee.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
- 2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
- 4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
- 5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
- 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- 7) Notice of awarding agency requirements and regulations pertaining to reporting.

- 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
- 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

**A.29 SUB-GRANTEE NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Sub-grantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the Department in any manner whatsoever. The Sub-grantee will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason of this Grant Agreement, nor will the Sub-grantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Sub-grantee is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

**A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Grant Agreement, the Sub-grantee shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Sub-grantee or its staff required by statute or regulation that are applicable to Grant Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Grant Agreement, the Sub-grantee may terminate this Grant Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Sub-grantee. Upon notice of termination for convenience, the Department reserves the right to suspend all

or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds. In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**A.32 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department, in its sole discretion, determines the Sub-grantee has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Sub-grantee unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the Department has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The Department may notify the Sub-grantee in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Sub-grantee an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Sub-grantee liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Sub-grantee an opportunity to cure, the Department shall notify the Sub-grantee in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Grant Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Sub-grantee, if allowed, or pending a decision by the Department to terminate the Grant Agreement in whole or in part.

In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Sub-grantee: (1) was not in default or material breach, or (2) failure to perform was outside of the Sub-grantee's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

**A.33 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the Department terminates this Grant Agreement, the Sub-grantee shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the Department may require the Sub-grantee to deliver to the Department any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Sub-grantee agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, and the amount agreed upon by the Sub-grantee and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Sub-grantee for termination. The Department may withhold from any amounts due the Sub-grantee such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Sub-grantee shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Sub-grantee under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Grant Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Sub-grantee and in which the Department has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Sub-grantee may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Sub-grantee is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The Sub-grantee may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The Sub-grantee, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**2013 Homeland Security Grant (HSGP)  
STATE HOMELAND SECURITY PROGRAM (SHSP)  
APPROVED PROJECTS**

**Agency:** Pacific County

The Washington State Military Department Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to prepare for, prevent, protect against, respond to and recover from terrorist attacks and other major disasters. Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY 2013 Homeland Security Grant Program (HSGP) is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise, training, planning, organization, equipment, and administration needs of citizen preparedness and of emergency responders.

Washington State is subdivided into nine (9) Homeland Security Regions. Within each of the nine regions a Regional Homeland Security Coordinating Office (RHSCO) has been identified. Thurston County is the Region 3 RHSCO. Through its application, Region 3 has been approved for projects, of which Pacific County is a part of. Under this contract, Pacific County (herein known as the Sub-Grantee) is responsible for the following approved projects.

<b>PROJECT #1</b>	Interoperable Communications
<b>Project Description</b>	Purchase an IP-based radio console system capable of radio identification, computer-aided dispatch interface, analog/digital logging recorder interface which will be installed in the Public Safety Building.

## GRANT TIMELINE

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 FFY13 Homeland Security Grant Program (HSGP)  
 State Homeland Security Program (SHSP)
 

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MILESTONE	TASK
September 1, 2013	Start of Grant Agreement performance period
No Less Than Quarterly	Submission of Reimbursement Requests and Progress Report
July 15, 2014	Grant Funded Typed Resource Report (Jan – Jun 2014)
March 2014	System demonstration and vendor selection
April 2014	Review/approval detail design, schedule and implement plan
May 2014	Implementation and training
June 2014	Final testing and acceptance
July 31, 2014	Agreement End Date. All work ceases.
NLT: August 30, 2014	<b>Closeout</b> Report and final request for reimbursement. All reports must be received before final invoice is reimbursed.

**Budget Sheet**

**FFY13 Homeland Security Grant Program (HSGP)  
State Homeland Security Program (SHSP)**

**Pacific County**

**FY2013 SHSP Budget**

SOLUTION		AMOUNT
AREA	CATEGORY	
EQUIP	Equipment	\$ 14,552
	Indirect	\$ -
	<i>Subtotal</i>	\$ 14,552

<b>TOTAL Allocated AMOUNT:</b>	<b>\$ 14,552</b>
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<b>TOTAL Contract AMOUNT:</b>	<b>\$ 14,552</b>
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<b>Law Enforcement Terrorism Prevention Activities</b>	<b>\$ 14,552</b>	<b>100%</b>	<b>of Agreement Amount</b>
<b>Personnel Expenses:</b>	<b>\$ -</b>	<b>0%</b>	<b>of Agreement Amount</b>

Cumulative changes to Solution Areas in excess of 10% of the contract award will not be reimbursed without prior written authorization from the Department.

To manage HSGP caps (5% M&A and 50% Personnel expenses) reimbursement requests for Management & Administration and Personnel expenses above the current allocation will not be reimbursed without approved amendment.

**FY13 SHSP Funding Source: 733SL**

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET**  
**For Compliance With The**  
**Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

**ADDITIONAL PROVISIONS**

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
  1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, [www.sam.gov](http://www.sam.gov). WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) ([www.dnb.com](http://www.dnb.com)). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
  2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

**WORKSHEET**

Subrecipient Agency: <u>Pacific County Emergency Management Agency</u>		
Grant and Year:	Agreement Number: <u>E14-220</u>	
Completed by: <u>Scott McDonough</u> <small>Name</small>	<u>Deputy Director</u> <small>Title</small>	<u>360 975-9338</u> <small>Telephone</small>

Date Completed:

**STEP 1**

Is your grant agreement less than \$25,000?	YES <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
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**STEP 2**

In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
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**STEP 3**

In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
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**STEP 4**

Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
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**STEP 5**

Executive #1	Name: Total Compensation amount: \$
Executive #2	Name: Total Compensation amount: \$
Executive #3	Name: Total Compensation amount: \$
Executive #4	Name: Total Compensation amount: \$
Executive #5	Name: Total Compensation amount: \$

**STEP 6**

If your organization does not meet these criteria, specifically identify below **each** criteria that is not met for your organization: For Example: "Our organization received less than \$25,000."

Our organization received less than \$25,000

Signature:  Date: 4/10/2014

- \* Total compensation refers to:
- Salary and bonuses
  - Awards of stock, stock options, and stock appreciation rights
  - Other compensation including, but not limited to, severance and termination payments
  - Life insurance value paid on behalf of the employee

Additional Resources:  
<http://www.whitehouse.gov/omb/open>  
<http://www.hrsa.gov/grants/ffata.html>  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>  
<http://www.grants.gov/>



**AGENDA REQUEST FORM**

**(TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD)**

Agenda Item #: 10

BOCC ACTION:  APPROVED  DENIED

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Pacific County Emergency Management Agency	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director	PHONE / EXT: (360) 875-9338
SIGNATURE:	DATE: 04/15/2014
NARRATIVE OF REQUEST	
Request that Natasha Nesbitt be awarded contract to write Pacific County's Hazardous Materials response plan, based on her proposal submitted March 28, 2014, with the provision that the contractor pays the use tax as part of the \$7950 contract amount.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Natasha Nesbitt

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

E14-200

Contract/Agreement/Grant/Amendment #:

Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):

Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)  
Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe):

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
\*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

The Hazardous Materials Emergency Plan Grant contract was approved by the BOCC at their February 11 meeting. The subsequent RFP was approved at the March 11, meeting. We sent out five RFP packets, this was the only proposal we received.

TOTAL COST/AMOUNT (include sales & use tax): \$7950

TOTAL TAX: \$620.10

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: 102 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No

Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No

DESCRIBE MATCH: Deputy Director Salary

MATCHING FUNDS REQUIRED?  Yes  No

AMOUNT OF MATCHING FUNDS:

# Hazardous Materials Emergency Response Plan

## *Project Proposal*

March 28, 2014

Natasha Nesbitt, Private Contractor  
UBI#: 603 346 861



Submitted to—  
Stephanie Fritts, Director  
Pacific County Emergency Management Agency  
P.O. Box 101  
300 Memorial Drive  
South Bend, WA 98586

## Contents

- I. Statement of Experience  
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- II. Individuals Assigned to Project  
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- III. Scope of Work  
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- IV. Data Assessment  
*Page 11*
- V. Budget  
*Page 13*

# I. Statement of Experience

*Please refer to Section II for descriptions of previous employment that are referenced in this section.*

## A. Experience Related to Hazardous Materials and Emergency Management

I have taken the following HAZMAT courses:

*FEMA IS-55.a: Household Hazardous Materials*

*FEMA IS-56: Hazardous Materials Contingency Planning*

*FEMA IS-340: Hazardous Materials Prevention*

If selected to produce the PCEMA Hazardous Materials Emergency Response Plan, I will immediately complete the more in-depth 10 hour course provided by FEMA entitled *IS-5 A: An Introduction to Hazardous Materials*.

I have practical experience working with hazardous materials such as pesticides. As a small craft operator for the US Fish and Wildlife Service, I held a Public Operator license to apply pesticides to both public and private lands. I passed the Laws and Safety, Agricultural, and Aquatic exams for Washington State to receive this license. Through the course of this work, I was responsible for pesticide inventory, shop safety, and by-product disposal. I am also familiar with MSDS requirements for industrial establishments.

I have taken the following Emergency Management courses:

*FEMA IS-100.b: Introduction to Incident Command System*

*FEMA IS-200.b: ICS for Single Resources and Initial Action Incidents*

*FEMA IS-700.a: National Incident Management System (NIMS)*

*FEMA IS-701.a: NIMS Multiagency Coordination System (MACS)*

*FEMA IS-702.a: National Incident Management System Public Information*

*FEMA IS-703.a: NIMS Resource Management*

*FEMA IS-800.b: National Incident Response Framework*

*Community Emergency Response Team (CERT) Training*

*Community Emergency Response Team Train-the-Trainer*

I have practical experience with emergency management after spending a year as an AmeriCorps VISTA Member for the Pacific County Emergency Management Agency. I am familiar with the agency's emergency protocols, Emergency Operations Center (including WebEOC), public notification systems, ESF plans, public education initiatives, state and local partners, and office structure. I also understand what local hazards and risks are present within Pacific County, specifically as they pertain to: earthquakes, tsunamis, wildfires, landslides, floods, storms and other weather events, and terrorist threats. I have a working knowledge of local emergency response and preparedness partners.

## **B. Experience Related to Research, Data Analysis, and Document Composition**

As an English Writing Practices major at Humboldt State University, I completed coursework related to technical and non-fiction writing. I understand the basics of research, and am able to utilize resources online, and in the field. I also completed courses in Data Analysis and Statistics, and am comfortable working with raw data. While at Humboldt State University, I was also employed with the Government Documents Department of the library and am familiar with the Code of Federal Regulations and the basics of governmental document cataloging.

I have practical experience conducting research and drafting policy from my work as Alternate Public Records Officer for the Pacific County Commissioners' Office. I am comfortable reviewing technical documents, laws, ordinances, and case law, and am able to draft official and procedural documents based on my research and an assessment of project or program needs.

As the Systems Manager for Lakeland Restoration Service, I gained experience using GIS systems to create maps that were used for project planning and reporting of results. I am able to create maps with Arc GIS, or work with GIS analysts to create relevant maps based on data and direction that I provide.

## **C. Experience Related to Project Coordination**

I have experience coordinating public education initiatives for PCEMA as an AmeriCorps VISTA Member.

While working with the Pacific County Economic Development Council, I coordinated events and initiatives with local businesses and public agencies related to data collection and grant funded small business initiatives.

I also have experience coordinating inter-departmental procedures for public records requests within the Pacific County Commissioners' Office.

In my current employment, I work to coordinate a Drug Free Communities Grant for the Teen Advocacy Coalition. I organize efforts between a thirty-member coalition, and provide support for projects which includes work to: draft legal documents, schedule and facilitate meetings that comply with the Open Public Meeting Act, develop a community logic model and needs assessment, volunteer coordination, event facilitation, grant reporting, and budget oversight.

#### **D. Experience Related to Community Collaboration**

Through my employment with various public agencies (see Section II) I have conducted projects and established connections in the following Pacific County sectors: county government, local non-profits, community groups, city government, law enforcement, fire districts, hospitals, schools, natural resources, and private businesses.

As a native to Pacific County, I have a thorough understanding of local resources and am acquainted with the individuals who represent many of the agencies who may partner on the Hazardous Materials Response Plan.

In addition, I have experience coordinating with Washington State agencies including the Emergency Management Division, Department of Ecology, Department of Natural Resources, Department of Fish and Wildlife, Department of Transportation, Auditor, Archives, and Department of Commerce.

## II. Individuals Assigned to Project

**Natasha Nesbitt, sole proprietor under UBI # 603 346 861**

P.O. Box 1052  
Raymond, WA 98577

(360) 208-4819

[natashamaynesbitt@gmail.com](mailto:natashamaynesbitt@gmail.com)

### A. Employment Experience

**Project Coordinator – Teen Advocacy Coalition - Raymond, WA**

January 2014-Present

*I provide leadership support for all Teen Advocacy Coalition meetings, steering committee meetings, and ad hoc committee meetings and supervise an Administrative Assistant in developing meeting agendas, meeting notices, recordkeeping and other administrative duties. I ensure all Drug Free Communities grant record keeping and recording requirements are met. I facilitate the Drug Free Communities strategic work plan as described in the grant document such as developing community partnerships; recruiting new coalition members; coordinating community Town hall Meetings and other coalition events, partnering with volunteers, youth, schools, youth serving organizations and other community based stakeholders. I provide leadership in planning and coordinating community and school based education and awareness events, media campaigns, and community/parent outreach. I provide environmental strategies and a strategic prevention framework training to coalition members. I serve as a key liaison between Teen Advocacy Coalition and the general public, service providers, boards and interested parties and develop reports, documents, brochures, newsletters. I research, identify, and prepare applications to obtain funding for various projects, studies, or programs. I develop and maintain a record-keeping system that provides for the proper evaluation, control and documentation of assigned operations. I prepare and submit timely reports, budget and financial operations, and projects and resource development in line with coalition goals and in compliance with grant funds. I maintain and manage the coalition's office, record keeping and business functions for public accountability, and ensure reporting legal obligations are met. Lastly, I establish and maintain effective working relationships with other coalition board, staff, service providers, contractors, public officials, the general public, and representatives of other agencies.*

**Confidential Secretary/Deputy Public Records Officer - Pacific County**

**Commissioners' Office - South Bend, WA**

January 2013 – December 2013

*I served as a point of contact for public records requests and communicated with citizens, businesses, attorneys, other agencies, elected officials, most county departments, and legal counsel in the course of my work. I was responsible to ensure compliance with the Washington State Public Records Act. I established search parameters and pulled responsive records. I reviewed documents and applied any exemptions prior to release. I developed workflow and tracking methods, drafted procedures, and composed standard language for memos and correspondence.*

Administrative Assistant - Pacific County Economic Development Council -  
Raymond, WA

August 2012 - December 2012

*Duties Included: office reception, meeting orchestration, meeting minutes, grant reporting, accounts payable/receivable, payroll, monthly budgets, file organization, office inventory, website updates, new membership solicitation, event planning and set up, small business consultation, and new business outreach.*

AmeriCorps VISTA Member - Pacific County Emergency Management Agency -  
South Bend, WA

September 2011 - August 2012

*I developed and coordinated a tsunami education program, managed the Community Emergency Response Team (CERT) and Map Your Neighborhood programs, built partnerships with area businesses and schools, developed emergency response resource lists, recruited and managed volunteers, planned and held public events including a preparedness fair, a geology field trip, a disaster simulation, and many smaller presentations and trainings. I created a monthly newsletter that I now provide to the agency as a private contractor.*

Systems Manager - Lakeland Restoration Service - Priest River, ID

March 2011 - October 2011

*Duties included: office reception, customer service, billing, inventory, permitting, project proposals, data collection, customer reports, supply orders, project coordination, GIS mapping, technical equipment maintenance and operation, airboat operation, public notifications and posting.*

Small Craft Operator - U.S. Fish and Wildlife Service - Ilwaco, WA

Seasonally 2005, 2006, 2007, 2009, 2010

*I operated and maintained department equipment, including ATVs, airboats, motorboats, boat trailers, tractors, and department vehicles. As part of a widespread estuary restoration project I held agricultural and aquatic pesticide licenses and worked to eradicate Spartina and other invasive weeds. I also performed maintenance around the Willapa and Julia Butler Hansen National Wildlife Refuges.*

Government Documents Assistant - Humboldt State University Library - Arcata,  
CA

January 2008 - May 2009

*I received, processed, cataloged and shelved incoming documents, added older documents to the digital catalog, designed and set-up the department displays, assisted patrons with finding the correct documents. Training: Federal and State cataloging systems, Voyager digital cataloging program.*

Associate Horticulturist - Washington State University Research Extension Unit -  
Long Beach, WA

June 2003 - May 2005

*Duties Included: Data collection, field experiments, sample testing, equipment maintenance, office assistance, and customer reception.*

## **B. Education**

Humboldt State University - Arcata, CA

August 2006 - May 2009, GPA: 3.83, Major: English Writing Practices

Coursework: *Creative Writing, Nonfiction Writing, Nature Writing, Practical Criticism, Language Analysis, Linguistics, Statistics, Data Analysis, Introduction to Media Studies, Communications, American History, History of the American West, Borderlands Issues, Native American History.*

## **C. Community Service**

City of Ilwaco Planning Commission Position #4, September 2012 - June 2013

Pacific County National Alliance for Mental Illness (NAMI) Newsletter Editor, August 2011 - September 2012

South Pacific County CERT Club Founding Member, February 2012 - August 2012

PCEMA CERT Volunteer, September 2012- Present

## **D. References**

Dr. Kim Patten - Washington State University Research Extension Unit Director - 360-642-2031

Denise Rowlett – Former Pacific County Emergency Management Agency Deputy Director - 360-875-9395

Tammy Engel - Pacific County Department of Community Development, Public Records - 360-244-2448

Kathy Spoor – Pacific County Administrative Officer- 360-875-9334

### **III. Scope of Work**

#### **A. Statement of General Approach**

My approach will be to research in collaboration with project partners, and on my own to collect relevant data that will be the basis for the plan. I will work with partners and involved parties to ensure that the completed plan is in compliance with state and federal regulations and is functional on a local level. I will structure the plan so that it is easily updatable and can be readily applied in the event of a HAZMAT incident.

In order to ensure that the plan is completed within the established timeframe, and to encourage the highest level of participation from project partners, I will establish the means to share files and drafts online, conduct online surveys to better understand capabilities and needs, and to conduct conference calls and site visits.

I would like to incorporate mapping and on site photographs into the plan if PCEMA and the Planning Committee agree they would be relevant.

#### **B. Timeline, Necessary Tasks, and Partners**

##### **i. Prior to April 2014 Planning Meeting:**

If selected to produce the Hazardous Materials Emergency Response Plan, my first action will be to gather PCEMA, SERC, WA EMD, CFR, and RCW documents that outline the requirements for the plan. I will also review the existing ESF 10 for Pacific County.

I will begin gathering data so that I am clear on my needs and concerns and will be able to articulate them at the meeting. I will create a working document to share with the Planning Committee that articulates data and information needs for the entirety of the updated ESF 10.

I will immediately endeavor to meet with PCEMA and the Planning Committee for the project to seek direction and ascertain expectations. At this meeting I hope to establish forms of communication through document sharing and scheduled

meetings on site and as a group that will facilitate a relevant and timely collaboration on the project. I will be sure to follow the Washington State Open Public Meetings Act and all WA EMD guidelines to ensure this meeting is in compliance. I will contact all parties who may be helpful in establishment of the plan by directly sending them the public meeting notice and explaining why it would be useful to have their input.

ii. Prior to May 15<sup>th</sup>, 2014 Midterm Report:

I will complete a draft of the plan for submission to the Planning Committee based on evaluation of the current ESF 10, local/state/federal requirements, new data collection and analysis, new risk assessments, and input from project partners.

I will complete a report detailing the work I have so far conducted on the plan, including information pertaining to: research, analysis, budget, and risk assessment.

I will submit a list of present needs for data and collaboration to the Planning Committee.

iii. Prior to June 30<sup>th</sup>, 2014 Draft Revision Submission

I will incorporate feedback from the Midterm Report into revision of my working draft for the project. I will submit a revised draft to PCEMA and the Planning Commission, in addition to a report detailing the work I have conducted since the Midterm Report pertaining to: additional research, analysis, and budget.

iv. Prior to July 2014 Planning Meeting:

I will incorporate feedback from the Planning Committee to the Draft Revision submitted on June 30<sup>th</sup>, 2014 and will perform all necessary research and follow-up based on any recommendations received. I will be sure to follow the Washington State Open Public Meetings Act and all WA EMD guidelines to ensure this meeting is in compliance. I will contact all parties who may be helpful in establishment of the plan by directly sending them the public meeting notice and explaining why it would be useful to have their input. I will submit a report detailing the work I have conducted since the submission of the Draft Revision pertaining to: additional research, analysis, and the budget.

v. Prior to September 2014 Final Plan Submission

I will incorporate feedback from the July 2014 planning meeting and will perform all necessary research and follow-up based on any recommendations received. I will coordinate with the Planning Committee and PCEMA to ensure that the final plan is ready for official submission to SERC and is concurrently relevant to local needs and will be functional when utilized.

In addition, I will include a schedule for ongoing data collection and plan updates. Documents will be submitted that can be used to incorporate new data to the plan, and a version of the plan will be submitted with bookmarks noting areas where ongoing updates will be necessary to keep the plan relevant to local needs.

## IV. Data Assessment

*This is an initial assessment of data needed based solely on research into the requirements for ESF 10. Upon review of existing agency documents and plans, much of this information will likely be ascertained. If selected, I intend to proactively seek existing information from PCEMA and partner agencies, and will submit requests for public records and other information in a transparent, direct, and organized manner. Aside from utilizing readily available documents, I will endeavor to conduct research in order to gather relevant information that has not yet been organized, create up to date inventories, and conduct on-site research.*

- A. Current Inventory of facilities subject to the requirements of 42 USC 116 that are within the emergency planning district. It would also be helpful to know how much detail is desired for the new plan regarding such facilities.
- B. Current identification of routes likely to be used for the transportation of substances on the list of extremely hazardous substances referred to in section 11002 (a) of 42 USC 116, and identification of additional facilities contributing or subjected to additional risk due to their proximity to facilities subject to the requirements of 42 USC 116.
- C. Existing methods and procedures to be followed by facility owners and operators in coordination with local emergency and medical personnel to respond to any release of hazardous substances.
- D. Inventory of Emergency Response Coordinators for all partner agencies.
- E. Existing public notification methods for Hazardous Materials Incidents and any associated data.
- F. Existing methods for determining the occurrence of hazardous materials releases at sites listed in the inventory of facilities subject to the requirements of 42 USC 116, and the area or population likely to be affected by such releases.
- G. An inventory of emergency equipment and response facilities.
- H. Existing evacuation plans, including provisions for a precautionary evacuation and alternative traffic routes.
- I. Training programs, including schedules for training of local emergency response and medical personnel. This includes methods and schedules for exercising the emergency response plan.

- J. Inventory of monitoring systems that are in place for sites listed in the inventory of facilities subject to the requirements of 42 USC 116.
- K. Access to Pacific County GIS systems and maps for the purpose of organizing data for the project.

## V. Budget

ITEM	QUANTITY	RATE	COST
General Research	80 Hours	\$30.00/Hour	\$2,400.00
On-Site Research	35 Hours	\$30.00/Hour	\$1,050.00
Analysis/Project Oversight	80 Hours	\$30.00/Hour	\$2,400.00
Document Drafting	40 Hours	\$30.00/Hour	\$1,200.00
Meetings/Collaboration	20 Hours	\$30.00/Hour	\$600.00
Travel Expenses		\$300.00	\$300.00
<b>TOTAL</b>			<b>\$7950.00</b>



### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 11

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Pacific County Sheriff's Office DIVISION (if applicable): Corrections

OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy PHONE / EXT: x2293

SIGNATURE: *Denise Rowlett* DATE: 04/15/2014

**NARRATIVE OF REQUEST**

Confirm the selection of Chanel Wirkkala to fill the position of Corrections Officer beginning May 1, 2014. The position is a permanent, 1 FTE and will be compensated per the Teamsters non-commissioned contract Corrections Officer classification at step 1.

**RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)**



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 4/22/14

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 12

BOCC ACTION:     APPROVED             DENIED            Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN             DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable): Jail
OFFICIAL NAME & TITLE: Scott Johnson	PHONE / EXT:
SIGNATURE:	DATE: 4-16-14
<p><b>NARRATIVE OF REQUEST</b></p> <p>Enclosed for your consideration is an amendment to our contract with Valley View Medical to provide jail health services. This amendment would change our method of payment from a "fee-for-service" model to a flat rate contract. I have been able to negotiate a flat rate of \$3,600 per month. Our average expenses over the past 12 month period (March 13-March 14) has been about \$3,725 per month. Since the beginning of our contract the average monthly expense has been lower, however with the increase in inmate population and the increasing cost associated with providing care it seemed reasonable to consider the expenses over the most recent 12 month period. When we began negotiations Valley View had requested \$4,000 per month. Based on data we provided (see attached) we were able to get them to reduce their monthly rate with an agreement to review the rate in 12 months. We have been pleased with the service provided by Valley View and recommend the Board approve this amendment.</p>	
<p><b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b></p> <p>Move to approve Amendment to Contract for Jail Health Services with Valley View Health Center subject to adequate budget appropriations.</p>	

Re: Amendment to Contract for Jail Health Services

4. Compensation for the Contractor

- 4.2. To compensate the Contractor for providing Jail Health Services, the County agrees to pay the Contractor \$3,600.00 per month, not to include mileage compensation. This rate of \$3,600.00 per month shall be paid only for the time spent in the Pacific County Jail providing Jail Health Services and for the time spent on the telephone responding to emergency triage requests under subsection 2.9. The County can request a record of the time and services rendered during the performance of this Agreement.

This amendment supersedes the previous contract that went into effect June of 2012.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

\_\_\_\_\_  
Scott L. Johnson  
Pacific County Sheriff

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

APPROVED AS TO FORM

\_\_\_\_\_  
David J. Burke  
Pacific County Prosecuting Attorney

\_\_\_\_\_  
VALLEY VIEW HEALTH CENTER, INC.  
Steven C. Clark, Executive Director

Date: \_\_\_\_\_

PACIFIC COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Commissioner

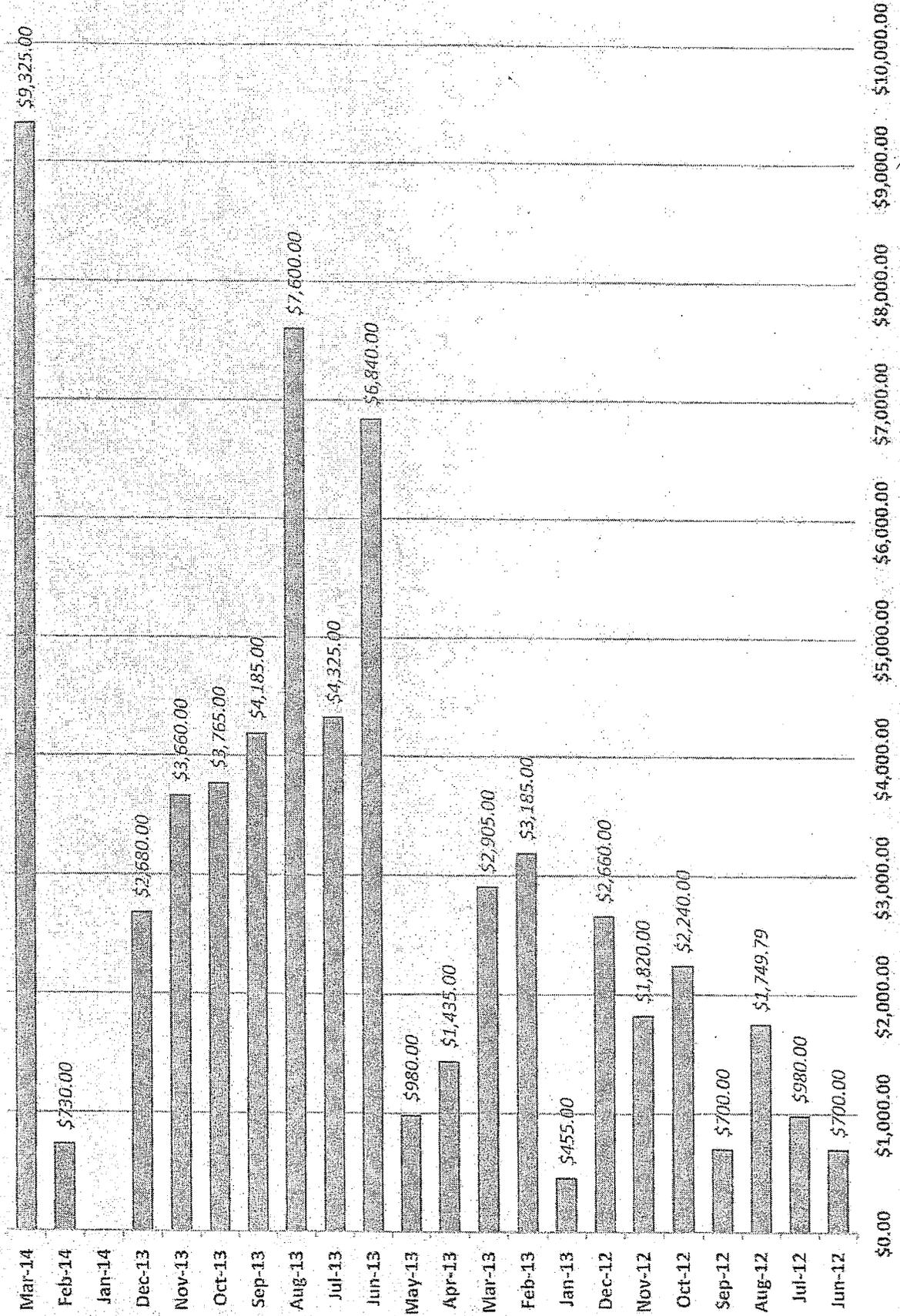
\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Lisa Ayers, Commissioner

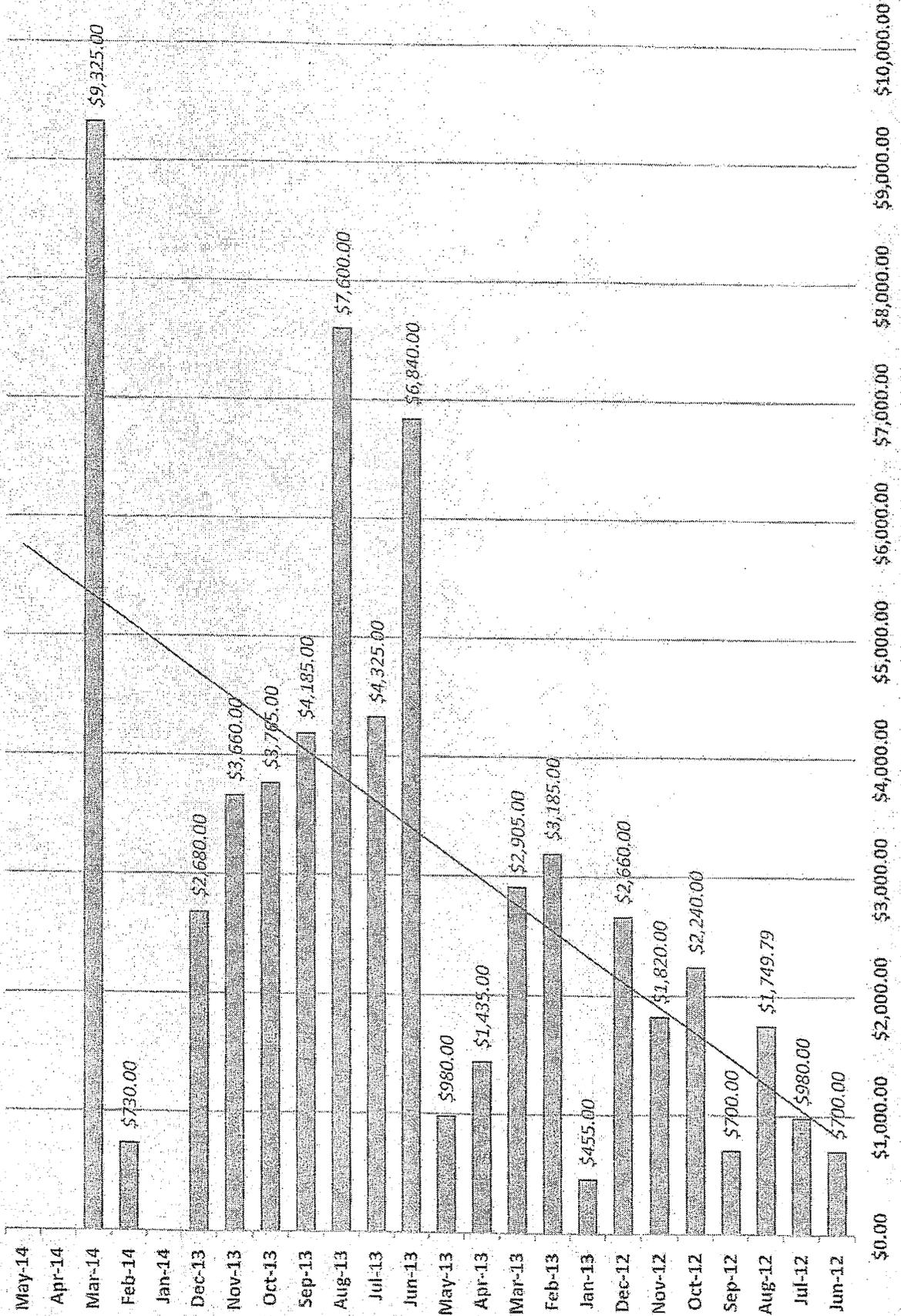
March 13 - March 14

48 430/13 = 4035.83  
average

### Jail Medical Contract Services



# Jail Medical Contract Services





**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 \_\_\_\_\_

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 13

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 4-14-2014
NARRATIVE OF REQUEST	
Request approval to reduce Melissa Sexton's FTE from a 1.0 to a .75 beginning May 1, 2014 through September 30, 2014. This request was made voluntarily by Melissa (see attached letter). I am in support of her request as the reduction will not negatively impact work flow and will positively impact the department budget. Please contact me at ex 2648 with any questions.	
Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**

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### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 14

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt.
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom	PHONE / EXT: 2648
SIGNATURE: 	DATE: 4-15-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #4 of contract #2011-13 WBH TX with Willapa Behavioral Health. This amendment allocates additional funding for low income substance abuse treatment for the second half (January-June) of FY 14 and removes the ADATSA statement of work (due to the state's elimination of the ADATSA program effective December 31, 2013. All other terms and conditions remain in full effect. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Willapa Behavioral Health

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
WBH 2011-13 TX- Amendment #4

Contract/Agreement/Grant/Amendment #: 4

Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):

Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)

Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe):

To be located at: \_\_\_\_\_ Substance Abuse Treatment Services

Exceptions to Bidding (Please provide appropriate documentation):

Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
\*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")  
Please attach the following:  
- Copy of Intergovernmental Agreement with other agency  
- Confirmation that vendor agrees to participation  
- Documentation that contract was awarded in compliance with bidding law  
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): \_\_\_\_\_ TOTAL TAX: \_\_\_\_\_

TOTAL SHIPPING/HANDLING: \_\_\_\_\_ EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH: contractor provides 10% in kind match

MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS: \_\_\_\_\_



**Contract #2011-13 WBH TX**  
**Exhibit B- Budget**  
**Amendment #4**

Fund Source	Services	FY 14	FY 14 Amendment #4	FY 15	Total
Federal SAPT	Low Income Adult & Youth, ADATSA	\$14,901	\$29,802	\$0	\$29,802
Adult CJTA (Biennial)	CJTA	\$28,747	\$26,811	\$0	\$26,811
State GIA	Low Income Adult & Youth, ADATSA	\$71,707	\$61,359	\$0	\$61,359
Title XIX/Disability Lifeline & ADATSA	Disability Lifeline & ADATSA (through 12/31/2013)	\$19,275	\$19,275*	\$0	\$19,275*
State Special Projects	TANF Treatment Services	\$3,281	\$6,563	\$0	\$6,563
<b>Total Direct Bill</b>		<b>\$137,911.00</b>	<b>\$124,535.45</b>	<b>\$0.00</b>	<b>\$124,535.45</b>

Fund Source	Services	FY 14	FY 14 Amendment #4	FY 15	Total
**Title XIX Set Aside	Youth and Adult Medicaid (non CJTA)	\$5,000.00	\$61,359.50	\$0.00	\$61,359.50
**CJTA Title XIX Set Aside	Medicaid (CJTA)	\$5,000.00	\$26,811.45	\$0.00	\$26,811.45
	Total Set Aside	\$10,000.00	\$88,170.95	\$0.00	\$88,170.95
<b>Contract Total</b>			<b>\$212,706.40</b>		

\*Title XIX/Disability Lifeline ADATSA must be billed prior to December 31, 2013

\*\*Medicaid "Set Aside" Funds are not billable directly to the county. The contractor bills Medicaid directly, and the county share is taken out from the state.



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
4/22/14

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 15

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 4-15-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of contract #Millage-2014 Raymond Peer Helpers with the Raymond School District. This contract provides a small stipend (\$100 per month x 9 months) for the adult facilitator for the Peer Helpers program and also provides funding for the activities the Peer Helpers group has planned to implement in their school district. The contract covers the county fiscal year (January-December 2014) and is funded with millage dollars. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Raymond School District

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Millage-2014 Raymond Peer Helpers

Contract/Agreement/Grant/Amendment #:  
Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  
 For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):  
Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)  
Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe):  
To be located at: Peer Helpers Program

Exceptions to Bidding (Please provide appropriate documentation):  
 Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
\*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")  
Please attach the following:  
- Copy of Intergovernmental Agreement with other agency  
- Confirmation that vendor agrees to participation  
- Documentation that contract was awarded in compliance with bidding law  
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):  
Mini grant request for applications were released fall 2013 with award decisions being made by the Human Services Advisory Council in January 2014.

TOTAL COST/AMOUNT (include sales & use tax): 3000 TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS:



PACIFIC COUNTY COURTHOUSE  
National Historic Site

# PACIFIC COUNTY

## Public Health and Human Services Department

1216 W. Robert Bush Drive, P.O. Box 26, South Bend, WA 98586  
7013 Sandridge Road Long Beach, WA 98631

E-mail Address: [koiem@co.pacific.wa.us](mailto:koiem@co.pacific.wa.us)

Willapa Harbor Area  
(360) 875-9343  
FAX 875-9323

Peninsula Area  
(360) 642-9349  
FAX 642-2781

Naselle  
(360) 484-7343

North Cove/Tokeland  
(360) 267-8343

**To:** Sheryl Deshields, Raymond School District  
**From:** Katie Lindstrom, Deputy Director  
**Date:** April 15, 2014  
**Subject:** 2014 Millage Award

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We are pleased to inform you that the following 2014 Millage Mini-grants have been funded as follows:

- Raymond Peer Helpers Program

Attached is the contract and billing form for your use. Funds must be used as outlined in your millage application(s). If you have any questions about this funding, the contract, or the program, please feel free to contact me at 360-642-9300 ex 2648.

Thank you!

**Contract # Millage-2014 Raymond Peer Helpers**

THIS AGREEMENT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Pacific County**, hereinafter referred to as "County," and **Raymond School District**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery Millage Mini Grant Program Services as outlined below, and in Attachment B- Raymond Peer Helpers application. The effective dates for this agreement shall begin January 1, 2014 and end December 31, 2014. The County and the Agency agree to the terms and conditions set forth in the following provisions:

1. **PAYMENT**: All expenses under this program must be incurred and all program activities complete by December 31, 2014. Payment to the Agency for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. Attachment A- Invoice shall be submitted along with appropriate back up documentation, by the 15<sup>th</sup> of the month following the date of service to the Pacific County Health Department at PO Box 26 South Bend, WA 98585. Invoices received after January 15, 2015, will **not** be paid.
2. **STATEMENT OF WORK**: Program expectations will be completed as outlined in Attachment B.
3. **BUDGET**: The budget shall be \$3,000 as outlined on the budget section of Exhibit B- Raymond Peer Helpers application.
4. **INDEMNIFICATION**: In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
5. **INSURANCE**: The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. Proof of the above mentioned insurance coverage must be provided to the COUNTY before services are to take place. Reimbursement will not be made until proof of insurance has been provided to the COUNTY.
6. **BACKGROUND CHECKS**: Agency must maintain (and provide proof upon demand), of acceptable completion of a criminal background check (within the past 2 years) for any individual who works or volunteers as part of this program that will have supervised or unsupervised access to vulnerable adults or children.
7. **REPORTING**: Within (3) months of completion of your program, a written or oral report will be submitted and/or presented to the Pacific County Human Services Advisory Council outlining the outcomes from your program.
8. **MODIFICATION**: Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

9. DEBARMENT: The CONTRACTOR hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of the Agreement/Contract by the COUNTY.
  
10. COMPLIANCE WITH LAWS: Throughout the duration of this Agreement, the CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
  
11. AMENDMENTS: No provision of this Agreement may be amended or modified except by a further written document signed by the COUNTY and the CONTRACTOR.
  
3. ENTIRE AGREEMENT. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this AGREEMENT the date(s) so noted below.

AGENCY

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Agency Tax Identification Number

\_\_\_\_\_  
Frank Wolfe, commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Ayers, Commissioner

Pacific County Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
David J. Burke Date

\_\_\_\_\_  
Clerk of the Board Date

Attachment A- PAYMENT VOUCHER

Pacific County Millage Award  
2014

Total Award Amount: \$ \_\_\_\_\_

Agency Name & Mailing Address:

Services for the month of: \_\_\_\_\_ 2014

# of clients served: \_\_\_\_\_

Supplies (attach receipts): \_\_\_\_\_

Staff time: \_\_\_\_\_ (\$100 per month)

Other (please describe) \_\_\_\_\_

Total Amount Requested: \$ \_\_\_\_\_

Narrative:

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I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the County of Pacific and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please send all bills and supporting documentation to:**  
  
Pacific County Health & Human Services  
Attention: Kathy Langbraaten  
PO Box 26  
South Bend, WA 98586  
  
**No later than the 15<sup>th</sup> day following the month of service.**

# Attachment B- Raymond Peer Helpers

## APPLICANT INFORMATION

Agency applying for funding: Raymond High School Peer Helpers

Physical Address: 1016 Commercial S.T.

City: Raymond State: WA. Zip: 98577

Mailing Address: 1016 Commercial S.T.

City: Raymond State: WA. Zip: 98577

Phone Number: (360)942-2474 Email: meganm@raymondk12.org

Name and Qualifications of person who will provide the services:

Raymond High school Peer Helpers

Name and Qualifications of the person who will be administering the funding:

We will request an outside administrator.

**BUDGET**

Item Description & Justification	Quantity	Rate	Cost
Baking mixes, cookie, cupcakes, cake.	30 boxes		\$ 300
ballons, contents for			\$ 150
Taitor pay for awareness night		\$ 20.00	\$ 250
games, projects			\$ 900
prices, rewards			\$ 250
Cooking materials			\$ 400
MISC.			\$ 250
Facilitator Stipend (9 months)	9 months	100 <sup>00</sup>	\$ 900

Total Amount Requested \$ 3000<sup>00</sup>

\*If we can't provide the full funding, what is the minimum dollar amount you would need from us in order to still run your project//program? \$ 1500

\*We will assume that if we can't fund at least your minimum request, you are not interested in a grant.

**Stating a minimum amount will not hurt your chances of receiving full funding.** In fact, it will improve your chances of receiving at least some funding. If we receive a large number of grant requests, we may decide to partially fund as many projects as we can instead of fully funding just a few. Thanks for your understanding. It is a good idea to keep a copy of your whole application. Good luck to you

Project Summary

Project Title	Awareness Night
Agency	Raymond High School
Project Summary (Limit responses to one paragraph)	<p>Awareness night is the conclusion to a year full of activities and opportunities to bring awareness to topics that teens face today. Awareness Night will be a night with food and music along with fun meaningful activities. Throughout the year each month we will pick a topic to bring insight on. The activities we do will sometimes be a bake sale or Taco lunch. For those activities we need funding to purchase materials needed. Also all of the proceeds we earn from bake sales for example will be saved to benefit Awareness night.</p>
Amount Requested	\$2,100

**Narrative (limit to no more than 3 pages total)**

- 1. Purpose and Project Description.** In detail, describe your proposed project from planning stages, implementation, to evaluation. Mention any other agencies or volunteer groups who will be partnering or supporting your effort.
- 2. Needs Statement:** Describe why your project is needed and show how it supports people with developmental disabilities or promotes mental health in Pacific County.
- 3. Project Timeline & Organization:** Please provide an outline and schedule for implementing and organizing this project.
- 4. Project Target:** Who is the project's intended targeted audience? How many people will be involved in the project?
- 5. Goals & Objectives:** What are the goals and expected outcomes of the project and how will they be measured?
- 6. You will be expected to give an oral presentation or written account of your project. Who will take responsibility for reporting back to the network?**

1. **Purpose and Project Description.** In detail, describe your proposed project from planning stages, implementation, to evaluation. Mention any other agencies or volunteer groups who will be partnering or supporting your effort.

The purpose of awareness night is to bring everyone together and to give everyone the skills and insight on problems teens face today. Awareness Night will start off from the beginning of the year with bake sales, activities, and fun meaningful ways to get things across to our peers. All proceeds from activities will go into Awareness Night. The first step to start off with is to have a assembly introducing what Awareness Night is and how it will proceed throughout the year. Each month will have a minimum of 2 activities regarding problems After a year full of bringing awareness to many things including equality, bullying and teen pregnancy. Raymond Peer Helpers will invite our peers to a fun night with food and music that will recap over the topics we went over throughout the year.

2. **Needs Statement.** Describe why your project is needed and show how it supports people with developmental disabilities or promotes mental health in Pacific County.

Our project is needed because it will cover so many important topics and will show our peers that they are not alone and let them know more about topics that influence and affect teens today. This project will include everyone from every path of life. Our goal is to and make a change in our school.

3. **Project timeline and Organization:** Please provide an outline and schedule for implementing and organizing this project.

**Example Timeline:**

**October Topic number 1: Bullying (minimum 3 activities per month)**

**Monthly assembly to be scheduled- to introduce topic at hand**

**Week 1:** Have a class advisory with handouts explaining how to stop and also help thoses who are being bullied.

**Week 2:** An activity that involves everyone. Handout a card every other day for the month and if you've collected each card be invited to a taco lunch.

**Week 3:** Anonymous candy grams to people you felt or saw either stop or defend a person being targeting. Or send a candy gram to someone you feel like thanking for helping you, or if you just think they deserve thanks for something.

4. **Project Target:** Who is the project's intended targeted audience? How many people will be involved in the project?

Our project is intended for our whole school. We want to give everyone the skills they need to become aware to important topics we as teens are faced with today. We also want to help those in need of support and be a group that is open to everyone.

5. **Goals and Objectives:** What are the goals and expected outcomes of the project and how will they be measured.

Our goal is to make a change in our school. We expect to see a change in how people treat one another, we also expect to help others as much as we can and be a support for those who don't have any one to talk to.

6. You will be expected to give an oral presentation or written account of your project. Who will take responsibility for reporting back to the network?

**Megan Makee**

**Contact information:**

**Email:** [meganm@raymondk12.org](mailto:meganm@raymondk12.org)

**Phone Number:** (360)875-1299

**School Information:** Raymond High School

**Phone Number:** (360)942-2474



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and  
 4th Tuesday of each month,  
 beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
4/22/14

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 16

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom	PHONE / EXT: 2648
SIGNATURE:	DATE: 4-15-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of contract #1463-11265 with DSHS- Division of Behavioral Health &amp; Recovery. The contract provides \$1000 stipend as part of the Let's Draw the Line (to reduce underage alcohol use) program. The grant is administered by the health department on behalf of WellSprign Community Network. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: DSHS- DBHR

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
1463-11265

Contract/Agreement/Grant/Amendment #:

Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  
 For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):

Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)  
Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe):

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
\*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax):

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No

Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No

DESCRIBE MATCH: (Revenue)

MATCHING FUNDS REQUIRED?  Yes  No

AMOUNT OF MATCHING FUNDS:



**COUNTY**  
**PROGRAM AGREEMENT**  
**Let's Draw the Line**

DSHS Agreement Number

1463-11265

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Behavioral Health and Service Integration

Division of Behavioral Health and Recovery

1231

1000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Ray Horodowicz  
Project Manager

PO Box 45330  
Olympia, WA 985045330

DSHS CONTACT TELEPHONE  
(360)725-1528

DSHS CONTACT FAX  
(360)725-2280

DSHS CONTACT E-MAIL  
horodr@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Pacific County  
YAK/YES - Wellspring Pacific

PO Box 187  
South Bend, WA 98586-0187

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

Katie Oien-Lindstrom

COUNTY CONTACT TELEPHONE  
(360) 875-9343

COUNTY CONTACT FAX  
(360) 875-9323

COUNTY CONTACT E-MAIL  
koien@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

16.727

PROGRAM AGREEMENT START DATE  
04/10/2014

PROGRAM AGREEMENT END DATE  
05/31/2016

MAXIMUM PROGRAM AGREEMENT AMOUNT  
\$1,000.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Exhibits (specify): No Data Security Exhibit  
 No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

DBHR Contracts

Special Terms and Conditions

1. **Purpose.** The purpose of this Contract is to support community norms, policies and enforcement efforts that help prevent underage drinking by completing the Let's Draw the Line (LDTL) Project activities indicated in the Statement of Work.
2. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**Project Contact person:** Anna Miller

**Phone number:** 360-642-9349

**Email address:** anna@wellspringpacific.com

**Name of group that will carry out the project:** YAK/YES – Wellspring Pacific

**Mailing address (including city and zip code):**

Post Office Box 170

Long Beach, WA 98631

**County in which the activity will occur:** Pacific

***For projects that need to be completed by June 30, 2014, the following applies:***

***Projects include three activities. One is required and two have been provided by the Project Contact person from the seven options listed below.***

**Activity & Reporting Requirement:**

**Community Assessment of Neighborhood Stores (CANS) surveys.**

- Give advance notice to retailers of your plan to conduct CANS.
- For any retailers that are new to LDTL, reach out and build a rapport prior to conducting CANS.
- Conduct at least 10 CANS and submit to DBHR.  
For returning groups, we ask you to re-survey stores from last year.
- Summarize the results of your local CANS.
  - Issue a press release announcing the results of your CANS. (Template to be provided.)  
Target date for this press release is the week of May 18-24 (SAMHSA's National Prevention Week).
  - Create a presentation summarizing the results of the local CANS.  
Present to at least one other organization in your community.

Special Terms and Conditions

**Activities to Choose From & Reporting Requirements:**

The two (2) activities your group chose are as follows.

	Description of Activity:	Reporting Requirement:
X	<p><b><u>LDTL Window Clings.</u></b> Work with store owners/managers to have LDTL window clings put in over ½ of the stores where you conduct CANS surveys. Leave a copy of RUaD's theft/sales best practices document. Order window clings from: <a href="http://www.starttalkingnow.org/communities/lets-draw-line-2014">www.starttalkingnow.org/communities/lets-draw-line-2014</a></p>	<ul style="list-style-type: none"> <li>○ Photos of window clings up.</li> <li>○ Number of stores in your community with LDTL window clings.</li> </ul>
X	<p><b><u>Traditional News Media.</u></b> Have a letter to the editor, or a news article published, or a Radio Public Service Announcement aired, or a TV or radio station run a news story related to underage drinking prevention. Ensure your group and the phrase "Let's Draw the Line" are mentioned. Download templates from: <a href="http://www.starttalkingnow.org/communities/lets-draw-line-2014">www.starttalkingnow.org/communities/lets-draw-line-2014</a></p>	<ul style="list-style-type: none"> <li>○ Copy of the item(s) that are run.</li> </ul>

Additional guidance materials for LDTL activities can be found here:  
[www.starttalkingnow.org/communities/lets-draw-line-2014](http://www.starttalkingnow.org/communities/lets-draw-line-2014)

**At the sole discretion of DSHS, the Contract may be amended for additional year(s) and contingent on available funding. If DSHS pursues this option, the Contractor will receive an updated performance work statement and additional consideration for additional year(s) projects.**

**3. Performance Work Statement.**

- a. All activities listed in Section 2 must be completed by June 30, 2014, unless other arrangements are made with the DSHS Contact named on page 1 prior to this deadline.
- b. All reporting for the three (3) LDTL activities must be submitted together, in a final report, on or before July 15, 2014, unless other arrangements are made with DBHR prior to this deadline. The final report shall be submitted to: [LDTL@dshs.wa.gov](mailto:LDTL@dshs.wa.gov)
- c. Payment Penalties: For each business day the final report is late, or incomplete, there will be a \$100 deduction, up to a maximum of \$500.

**4. Modifications.** In the event the Contractor encounters circumstances that may hinder their ability to complete the agreed upon activities, the Contractor may request modifications. Requests shall be made to the DSHS Contact as soon as possible. Determinations shall be made on a case-by-case basis and the final decision shall rest solely with the DSHS Contact.

**5. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract for Year 1 is up to a maximum of \$1,000 including any and all expenses, and shall be based on the Performance Work Statement. The source of funds is

Special Terms and Conditions

the Office of Juvenile Justice & Delinquency Prevention's Enforcing Underage Drinking Laws Grant #2011-AH-FX-0059, CFDA #16.727.

**6. Billing and Payment.**

- a. Invoice System. The Contractor shall submit an invoice using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of a properly completed invoice which shall be submitted to the DSHS Contact. The invoices shall describe and document to DSHS' satisfaction a description of the work performed and the activities accomplished. The rates shall be in accordance with those set forth in Section 3, Performance Work Statement and Section 5, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and approval by the DSHS Contact of the properly completed invoice. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 \_\_\_\_\_

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 17

BOCC ACTION:     APPROVED             DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN             DEFERRED TO: \_\_\_\_\_

Review:     Clerk of the Board  
 Risk Management  
 Legal

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 4-14-2014
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #5 of contract #2011-13 BBBS with Big Brothers Big Sisters of SW Washington. This contract provides additional funding for mentoring services in the north county and Naselle school districts and funding to expand the Ocean Beach school district program to be community based (in addition to the current school based program). It also provides a new invoice and billing structure (monthly vs the previous hourly rate). All expenses are budgeted so no supplemental is required. Please contact me at extension 2648 with any questions.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Big Brothers Big Sisters of SW Washington

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
2011-13 DFC BBBS Amendment

Contract/Agreement/Grant/Amendment #: 5

Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  
 For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):

Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)

Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe):

To be located at: \_\_\_\_\_ Mentoring program

Exceptions to Bidding (Please provide appropriate documentation):  
 Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
\*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")  
Please attach the following:  
- Copy of Intergovernmental Agreement with other agency  
- Confirmation that vendor agrees to participation  
- Documentation that contract was awarded in compliance with bidding law  
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):  
This contract is considered sole source as the largest funding source for the contract (DBHR) requires the use of the Big Brothers Big Sisters program as the only Mentoring program they can fund (it's the only program on their list of best practices to choose from).

TOTAL COST/AMOUNT (include sales & use tax): 56,400 TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH: 100% in kind match for DFC funded portion

MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS: \_\_\_\_\_

**Contract # DFC 2011-13 BBBS**

Big Brothers Big Sisters

2011-13

**AMENDMENT #5**

**PURPOSE OF THE CHANGE:** To amend the contract between **Big Brothers Big Sisters of Southwest Washington and Pacific County.**

IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:

1. Exhibit B- Budget Amendment #4 is replaced in its entirety by Exhibit B- Amendment #5
2. Statement of work is modified to include Community Based Mentoring services for the Ocean Beach School District Area
3. Service area shall be expanded to include the Naselle and Willapa Valley School Districts
4. Changes the billing structure from an hourly rate to a flat rate of \$4700 per month as outlined in Exhibit B- Budget Amendment #5

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**BOARD OF COUNTY COMMISSIONERS**

**CONTRACTOR**

Big Brothers Big Sisters of SW Washington

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Commissioner

**Attest**

\_\_\_\_\_  
Clerk of the Board Date

**Contract #DFC 2011-13 BBBS**

*Exhibit A- Budget*

*Amendment #5*

<b>Service</b>	<b>Amendment #5</b>	<b>Funding Source</b>	<b>Spent by</b>
Naselle, Willapa Valley, South Bend, Raymond School Districts (direct and indirect)	\$ 20,000.00	Millage	12/31/2014
Ocean Beach School District- (direct) Community Based	\$ 11,000.00	DBHR- PFS	9/31/2014
Ocean Beach School District- (Indirect/volunteer recruitment)	\$ 14,400.00	DFC	9/31/2014
Ocean Beach School District (Direct)- School Based	\$ 10,000.00	DBHR- SAPT	9/31/2014
<b>Total</b>	<b>\$ 55,400.00</b>		



**REQUESTED MEETING DATE:**  
4/22/14

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 18

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: <u>Vegetation Management</u>	DIVISION (if applicable): <u>Spartina</u>
OFFICIAL NAME & TITLE: <u>E. Danber Spartina Con.</u>	PHONE / EXT: <u>503/298-9974</u>
SIGNATURE: <u>E. Danber</u>	DATE: <u>4-16-14</u>

**NARRATIVE OF REQUEST**

*Permission to advertise for temporary Spartina Field Crew (SFCI) Duration - 6/2-10/15. Chinook Observer & County Website.*

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

PACIFIC COUNTY DEPARTMENT OF VEGETATION MANAGEMENT

**Spartina Field Crew I**

Pacific County Department of Vegetation Management is accepting applications for <sup>the</sup> ~~temporary~~ Spartina field crew ~~members~~. These temporary positions will be working out of South Bend or Long Beach assisting the Director and Spartina Crew Leader in their duties. The work schedule is full time and based on a first forty hours. Work is dependent on tides and weather and includes weekends, early mornings and extended days.

**Minimum Qualifications:**

↓ The season runs from June 2<sup>nd</sup> to October 15<sup>th</sup>.

A current Washington State aquatic herbicide applicators license is desirable.

Applicants should be able to follow directions and work independently (but also as a team). The employee must be at least eighteen years old, a citizen of the United States of America, and have a valid Washington State drivers license.

Application information can be obtained at the Pacific County Department of Vegetation Management, 410 E Quincy Street, South Bend, Washington by calling (360) 642-9425 or on the website: [www.co.pacific.wa.us](http://www.co.pacific.wa.us).

The position will remain open until filled.

Pacific County is an Equal Opportunity Employer.



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
April 22, 2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 19

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_ Review:  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  Risk Management

OTHER: \_\_\_\_\_  Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: April 14, 2014
NARRATIVE OF REQUEST	
<p>I request that the Board authorize an operating transfer in the amount of \$526,334 from the Current Expense Fund (001) to the Equipment Rental and Revolving "ER&amp;R" Fund (502). A supplement will be required at a later date, but as of this writing, there are sufficient budget appropriations within the general fund to allow for this operating transfer.</p>	
RECOMMENDED MOTION	
<p>Authorize the operating transfer in the amount of \$526,334 from the Current Expense Fund (001) to the Equipment Rental and Revolving "ER&amp;R" Fund (502).</p>	



**REQUESTED MEETING DATE:**  
 4/22/14

**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 20

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Risk
OFFICIAL NAME & TITLE: Kathy Spoor	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 4-16-14
NARRATIVE OF REQUEST	
<p>I am requesting the Board's approval to purchase a security camera system for the south county courtroom. Attached is the information regarding the system recommended by Andy Seaman and Joe Camenzind. This system is compatible with our computer system and will allow for real time continuous monitoring of the courtroom. The best purchase price was through Amazon. This was an approved purchase in the 2014 risk budget.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board):	
<p>Move to approve the purchase of Security Camera system in the amount of \$798.49 plus tax from the Risk Fund (Fund 531) subject to adequate budget appropriations.</p>	



Board of Pacific County Commissioners  
 P O Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and  
 4th Tuesday of each month,  
 beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 4/22/2014

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 21

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 4/9/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Contract for Payment of Retirement Contributions [REDACTED] with Sheriff's Office Employees	



**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 22

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office DIVISION (if applicable):

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board PHONE / EXT:

SIGNATURE:  DATE: 4/10/2014

NARRATIVE OF REQUEST

At your meeting of April 8, 2014, you awarded the Call for Bids for the Official County and Area Specific Newspaper to the Chinook Observer. The Chinook Observer was the only bid submitted. You further authorized me to prepare a Printing Contract; that contract is attached for your consideration.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Printing Contract with the Chinook Observer as Pacific County's Official County Newspaper and Area Specific Newspaper, effective July 1, 2014 through June 30, 2015.

PRINTING CONTRACT  
"Official County Newspaper"  
and  
"Area Specific Newspaper"

This CONTRACT, made and entered into this 22nd day of April, 2014 by and between PACIFIC COUNTY, acting by and through its duly elected and qualified Board of County Commissioners, hereinafter called "COUNTY", and the **Chinook Observer**, a weekly newspaper published in Long Beach, WA in said County and State, hereinafter called "CONTRACTOR".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The COUNTY hereby designates the CONTRACTOR as the Official County newspaper for the period beginning July 1, 2014 and ending June 30, 2015 both dates inclusive. The parties agree that the CONTRACTOR shall publish in a timely fashion, all COUNTY notices that are required by law to be published.
2. The COUNTY shall pay to the CONTRACTOR and the CONTRACTOR shall charge the COUNTY for such printing publication the sum of **\$7.45** per column inch for the first insertion and **\$6.45** per column inch for each subsequent publication of the same matter. The CONTRACTOR agrees to print maps as provided by the COUNTY (in camera ready form) at the same per column inch rate of **\$7.45** per column inch for the first insertion and **\$6.45** per column inch for subsequent insertions.
3. It is further understood and agreed that all such printed matter will be set in not less than eight-point type, unless a specific request for another type size accompanies the request for publication with the width of the column to be either the 1.611" width or 3.389", as used in standard news articles.
4. The CONTRACTOR further agrees to furnish without charge, (a) two (2) affidavits of publication, for each notice within seven (7) days of its final publication with numbered invoices for bookkeeping control, to the County Office requesting publication, and (b) five (5) copies of each issue of the newspaper; three (3) to the County Commissioners' Office and two (2) to the County Auditor's Office.
5. The CONTRACTOR agrees to publish promptly at the time designated all such County printing furnished to it, at the rates mentioned. Such publication shall be in a regular issue of the Chinook Observer and in every copy thereof, and shall be set according to the instructions received from the COUNTY. Each publication shall conform to good newspaper practices.
6. The CONTRACTOR agrees to provide a performance bond in the amount of five thousand dollars (\$5,000) for the correct and faithful performance of its obligations under this CONTRACT.

7. All notices, which either party gives the other, shall be delivered in writing to the address below or to subsequent addresses, as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Board of Pacific County Commissioners  
P.O. Box 187  
1216 W. Robert Bush Drive, Suite F  
South Bend, WA 98586

TO: Chinook Observer  
P.O. Box 427  
205 Bolstad Avenue E., Suite 2  
Long Beach WA 98631  
Tax ID/UBI # \_\_\_\_\_

8. If either party breaches any of the provisions herein, the nonbreaching party may terminate this CONTRACT as follows:
- a. The nonbreaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach.
  - b. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach.
  - c. If the breach is not fully remedied within twenty (20) days, the nonbreaching party may terminate the CONTRACT immediately by delivering written notice of the termination to the breaching party.
9. This CONTRACT may be modified or amended if the amendment is made in writing and is signed by both parties.
10. If any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof, shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
11. The failure of either party to enforce any provision of this CONTRACT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this CONTRACT.

12. In the event either party files a lawsuit to enforce the provisions of this CONTRACT, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this CONTRACT shall be filed in the Pacific County Superior Court.
13. This CONTRACT shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.
14. This CONTRACT shall be governed by the laws of the State of Washington.
15. This CONTRACT together with the specifications in the County's Invitation to Bid dated March 19, 2014 and the Contractor's Proposal dated April 7, 2014 contains the entire agreement of the parties and there are not other promises or conditions in any other contract whether oral or written. This CONTRACT supersedes any prior written or oral agreements between the parties.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

CONTRACTOR  
Chinook Observer

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Matt Winters, Publisher      Date

\_\_\_\_\_  
Steve Rogers, Chair

APPROVED AS FORM

\_\_\_\_\_  
Lisa Ayers, Commissioner

\_\_\_\_\_  
David J. Burke, Prosecuting Attorney

\_\_\_\_\_  
Frank Wolfe, Commissioner

ATTEST

\_\_\_\_\_  
Clerk of the Board      Date

**RCW 42.30.110**  
**Executive sessions.**

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in [RCW 41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.



**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 24

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT:
SIGNATURE:	DATE: 4/10/2014
NARRATIVE OF REQUEST	
Open Public Hearing Swear in those wishing to testify Accept testimony Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board):	
Approve Timber Land Classification Application as submitted by Azmi & Florence Shawa, described as Tax Lot 39- Section 3, Township 10N, Range 11W, Tax Parcel No. 10110324039; 13.5 Acres	



10. Is the land subject to a lease, option, or other right that permits the land to be used for a purpose other than growing and harvesting timber? If yes, please explain.  Yes  No

11. Describe the present improvements (residence, buildings, etc.) on your parcel of land. *None*

12. Attach a map of your property to show an outline of the current use of each area of the property such as: timbered areas, improvements such as your residence and any buildings, wetlands, streams, buffers, rock outcroppings, land used for grazing, etc.

13. Summary of your current and past experience with growing and harvesting timber.

*Trees grew naturally and we logged it.*

**NOTICE:** To verify eligibility, the county legislative authority may require owners to submit pertinent data regarding the use of the classified land.

### Timber Management Plans:

A copy of a timber management plan must be submitted with this application. (RCW 84.34.041) A timber management plan is a plan prepared by a professional forester, or by another person who has adequate knowledge of timber management practices, concerning the use of the land to grow and harvest timber. A timber management plan is required:

- When an application for classification as timber land pursuant to this chapter is submitted;
- When a sale or transfer of timber land occurs and a notice of classification continuance is signed; or
- Within sixty days of the date the application for reclassification under this chapter is received.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:

Signature of each owner:

Florence Shawa



Azmi Shawa



### Assessor

In accordance with the provisions of RCW 84.34.050(3), within ten days following receipt of the notice from the granting authority of classification of land under this chapter, the assessor must submit notice (Form REV 64 0103) to the county auditor for recording in the place and manner provided for the public recording of state tax liens on real property.

Amount of Processing Fee Collected: \$

Date:

Application No: 177

Newspaper: Chinook Observer

Title:

Publication Date: Wednesday, April 09, 2014

Last Name: Shawa

Conditions:

First Name: Azmi & Florence

Other Name:

Street Address: 11221 Sandridge Road

Assessors Parcel Number: 10110324039

City: Long Beach

Copy:

State: WA

Copy Address:

Zip: 98631-0000

Copy City:

Telephone:

Copy State:

Application Typ: Timber Land

Copy Zip:

Hearing Date: Tuesday, April 22, 2014

Hearing Time: 10:00 AM

Print Record

Property Description: Tax Lot 39-Section 3, Township 10N, Range 11W

Date Sent to Planning Commission:

When Recorded Return to:

Board of Pacific County Commissioners  
P O Box 187  
South Bend, WA 98586

## OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)

Grantee(s)

Legal Description --

Assessor's Property Tax Parcel or Account Number

Reference Numbers of Documents Assigned or Released

This agreement between

hereinafter called the 'Owner', and

hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
  - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
  - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
  - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
  - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
  - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
  - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: April 22, 2014

Granting Authority:

\_\_\_\_\_  
Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
(Must be signed by all owners)

Dated signed agreement received by Legislative Authority: \_\_\_\_\_

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

When Recorded Return to:

Board of Pacific County Commissioners  
P O Box 187  
South Bend, WA 98586

## OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	Azmi, et ux Shawa
Legal Description --	Tax Lot 39, Section 3, TWP 10; RGE 11.
Assessor's Property Tax Parcel or Account Number	10110324039
Reference Numbers of Documents Assigned or Released	
This agreement between	Azmi, et ux Shawa
hereinafter called the 'Owner', and	Pacific County

hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Timber Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
  - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
  - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
  - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
  - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
  - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
  - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: April 22, 2014

Granting Authority:

\_\_\_\_\_  
Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
(Must be signed by all owners)

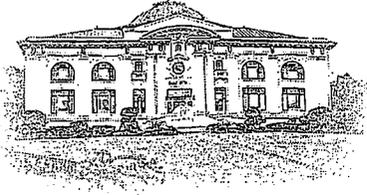
Dated signed agreement received by Legislative Authority:

\_\_\_\_\_

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)



# Pacific County COMMISSIONERS

---

Steve Rogers, District #1  
Frank Wolfe, District #2  
Lisa Ayers, District #3

March 21, 2014

Azmi & Florence Shawa  
11221 Sandridge Road  
Long Beach, WA 98631

RE: **Public Hearing-Timber Land Classification Application**  
**Legal Description-** Tax Lot 39 – Section 3, Township 10N, Range 11W  
**Assessor's Parcel Number-** 10110324039

A public hearing regarding your Timber Land Application will be held Tuesday, April 22, 2014. The hearing will begin at 10:00am or as soon thereafter as possible in the Commissioners' Meeting Room of the Courthouse Annex, 1216 West Robert Bush Drive, South Bend, Washington 98586. I have enclosed a copy of the public notice for your information.

Following the hearing, you will be notified of the Board's decision regarding the application.

Thank you and if you have any questions, please feel free to give me a call.

Sincerely,

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

  
MARIE GUERNSEY  
Clerk of the Board

Enclosure: Legal Notice

C: Assessor's Office (2)

**BILL TO: BOARD OF COUNTY COMMISSIONERS**

PUBLISH ONE (1) TIME:

Chinook Observer -- Wednesday, April 09, 2014

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will hold a public hearing on Tuesday, April 22, 2014 at the hour of 10:00 AM, or as soon thereafter as possible, to consider an application for Timber Land Classification as applied for by Azmi, et ux Shawa.

Property Description -- Tax Lot 39, Section 3, TWP 10; RGE 11. Assessors Parcel Number -- 10110324039.

Said hearing will take place in the Commissioner's Meeting Room of the Pacific County Courthouse Annex, 1216 W. Robert Bush Drive, South Bend, WA. Any person may appear at the hearing and be heard for or against said classification application. Aides for the visually and hearing impaired can be made available at least seven (7) days prior to the hearing upon request of the Commissioner's Office, P.O. Box 187, South Bend, WA 98586. Phone (360)875-9337, (360)642-9337, TDD # (360)875-9400. The facility is considered barrier free and accessible to the disabled.

Marie Guernsey, Clerk of the Board

When Recorded Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
PACIFIC COUNTY

FEB 24 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

## Notice of Approval or Denial of Application Open Space or Timber Land Chapter 84.34 RCW

Grantor (County): PACIFIC COUNTY ASSESSOR

Grantee(s) (Property Owner(s)): SHAWA, AZMI & FLORENCE  
11221 SANDRIDGE RD, LONG BEACH, WA 98631

Property address(es): 11221 SANDRIDGE RD, LONG BEACH, WA 98631

Legal description(s): TAX LOT 39 - SECTION 3, TOWNSHIP 10N, RANGE 11W

Assessor's Property Tax Parcel or Account Number(s): 10110324039

Application received on 2/5/2014

Your application for Open Space or Timber Land classification has been:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Approved in whole | <input type="checkbox"/> Approved in part |
| <input type="checkbox"/> Denied in whole              | <input type="checkbox"/> Denied in part   |

**Partial Approval** — Legal description(s) for partial approval.

**Denial** — A portion or all of the land described above has been denied classification. Reason for denial:

**Appeal** — A denial of an application as Open Space or Timber Land may be appealed only to the superior court of the county in which the land is located and the application was made.

*[Signature]* Granting Authority Signature 2-24-14 Date

Prepare in duplicate. Send original approval/denial notification to the land owner and retain a copy with the application. If approved in whole or part, include the Open Space Taxation agreement with the notification. If denied in part, the owner may withdraw the entire application.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

Parcel 2

GILES LAKE

59

59

F.O. GLENN JR.

Meadow Line

LOT 5

OR

34

59

Parcel 2

35

59

C.E.

LOT 6 Less M+B.

SW NW Less Tax 1A

A.Y. SHAWA

167.28  
1.13A  
38

13.56 A

39

40

1277.85

13

1211.02

19

1257.04

1237.71

20

1244.81

14

1232.35

24

1215.71

F.O. GLENN JR.

23

28

1320.1

55

6.06 AC

21

9526-1

9526-2

9526-3

25

1187.76

56

6.05 AC

30

1174.36

57

6.06 AC

D.N. STODDEN MEYER

58

58

9.16 AC

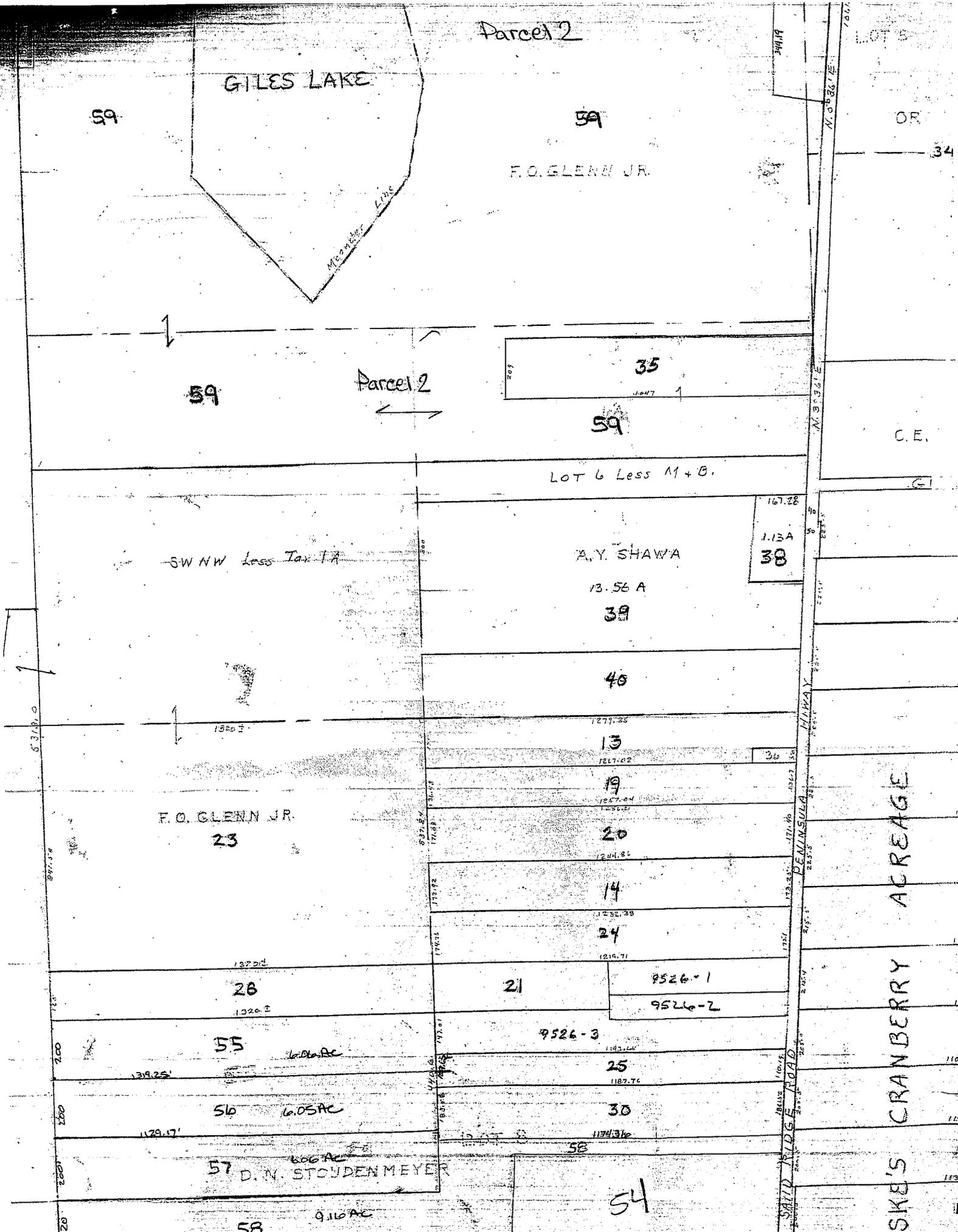
54

ESKE'S CRANBERRY ACREAGE

ESKE'S CRANBERRY ACREAGE

ESKE'S CRANBERRY ACREAGE

SAID RIDGE ROAD  
PENINSULA  
HIGHWAY





**Parcels**

Parcel 1011032402<sup>9</sup>  
Owner SHAWA, AZMI Y ET UX  
Situs 11221 SANDRIDGE RD

**Change of Classification**  
**(Chapters 84.33 and 84.34 RCW)**

Tax Code: \_\_\_\_\_

County: \_\_\_\_\_

**File With County Assessor**

Applicant(s) name and address: <i>Azmi Shawa 11221 Sandridge Rd Long Beach, WA 98632</i>	Assessor's Parcel or Account No: <i>10110324039</i>
Phone No: <i>360 642-8905</i>	Auditor's File No. on original application: _____
Land subject to this application (legal description): <i>10110324038</i>	SIGNED PACIFIC CLARITY  FEB - 5 2014

**Change of Classification**  
(Check appropriate box)

The land is currently classified as Farm and Agricultural land under RCW 84.34.020(2) and I hereby request reclassification as:

- Timber land as provided under RCW 84.34.020(3). (Attach completed form REV 64 0109 or 64 0111 and a timber-management plan)
- Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- Forest Land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021 or 62 0110)
- Farm and Agricultural Conservation land as defined in RCW 84.34.020(8)(a). (Attach completed form REV 64 0021)

The land is currently classified as Farm and Agricultural Conservation land under RCW 84.34.020(8)(a) and I hereby request reclassification to:

- Farm and Agricultural land under RCW 84.34.020(2). (Attach completed form REV 64 0024 or 64 0108)

The land is currently classified as Timber land under RCW 84.34.020(3) and I hereby request reclassification as:

- Forest land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021 or 62 0110)
- Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- Farm and Agricultural land as provided under RCW 84.34.020(2). (Attach completed form REV 64 0024 or 64 0108)

**NOTE: If request to change classification is approved, no additional tax, interest, and penalty will be imposed.**

Requests to transfer from Forest Land designation under provisions of Chapter 84.33 RCW to Current Use classification under Chapter 84.34 RCW should be made on REV 64 0038.

Attachment:

- |                                      |                                      |                                      |                                      |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> REV 62 0021 | <input type="checkbox"/> REV 64 0021 | <input type="checkbox"/> REV 64 0108 | <input type="checkbox"/> REV 64 0111 |
| <input type="checkbox"/> REV 62 0110 | <input type="checkbox"/> REV 64 0024 | <input type="checkbox"/> REV 64 0109 |                                      |

## General Information

**RECLASSIFICATIONS** are defined in RCW 84.34.070(2) as follows:

- (2) The following reclassifications are not considered withdrawals or removals and are not subject to additional tax under RCW 84.34.108:
- (a) Reclassification between lands under RCW 84.34.020(2) and (3);
  - (b) Reclassification of land classified under RCW 84.34.020(2) or (3) or Chapter 84.33 RCW to open space land under RCW 84.34.020(1);
  - (c) Reclassification of land classified under RCW 84.34.020(2) or (3) to forest land classified under Chapter 84.33 RCW; and
  - (d) Reclassification of land classified as open space land under RCW 84.34.020(1)(c) and reclassified to farm and agricultural land under RCW 84.34.020(2) if the land had been previously classified as farm and agricultural land under RCW 84.34.020(2).
- (3) Applications for reclassification shall be subject to applicable provisions of RCW 84.34.035, 84.34.037, 84.34.041, and Chapter 84.33 RCW.
- (4) The income criteria for land classified under RCW 84.34.020(2)(b) and (c) may be deferred for land being reclassified from land classified under RCW 84.34.020(1)(c) or (3), or Chapter 84.33 RCW into RCW 84.34.020(2)(b) or (c) for a period of up to five years from the date of reclassification.

**FARM AND AGRICULTURAL CONSERVATION LAND** is defined in RCW 84.34.020(8)(a & b) as follows:

- (8) "Farm and agricultural conservation land" means either:
- (a) Land that was previously classified under RCW 84.34.020(2), that no longer meets the criteria and is reclassified under RCW 84.34.020(1)(c); or
  - (b) Land that is traditional farmland that is not classified under Chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture.

**And also defined in RCW 84.34.037(2)(c) as follows:**

- (c) Whether granting the application for land applying under RCW 84.34.020(1)(c) will; (i) preserve land previously classified under RCW 84.34.020(2) or preserve land that is traditional farmland and not classified under Chapter 84.33 or 84.34 RCW; (ii) preserve land with a potential for returning to commercial agriculture; and (iii) affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of property.

Signatures of Owner(s) or Contract Purchaser(s):

(X) *Florence D. Dumas*  
(X) *A. D. Dumas*

Date 11/23/2013

### Assessor Use Only

If the parcel subject to this document is considered contiguous, as defined in RCW 84.34.020(6), with other parcels having different ownerships, verify all remaining classified parcels with different ownerships are still:

- Adjoining
- Being managed as part of a single operation
- Meeting the definition of "family" as defined in RCW 84.34.020(6)(b)(ii) with the owner of an adjoining parcel

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



## PACIFIC COUNTY ASSESSOR'S OFFICE FOREST MANAGEMENT PLAN

Land Owner Azmi + Florence Shawa Phone 360 842-8905  
 Address 11221 Sandridge Rd  
 Parcel # 24038 SEC 3 TWP 10 RGE 11W  
 Property Location 11221 Sandridge Rd

### LAND USE AND OBJECTIVES

Please describe the current use of the property and your future intentions for the acreage in application.

A 13.5 acre parcel of which approximately 7.5 acres is former agricultural land and 6 acres wooded and logged in 2013. Intention is to plant timber on all.

Please provide a sketch or attach a map to illustrate the timber areas in relation to the parcel, using the map symbols below.

Please see attached map

#### MAP SYMBOLS

Property Lines \_\_\_\_\_ Timber Stand Boundary ||||| Wetlands (W)  
 Improved Roads ===== Streams ~~~~~ Buildings (B)

STAND#	ACRES	SPECIES	AGE	%STOCKING
1	13.5	mixed	varies	250%

DESCRIBE THE PRESENT IMPROVEMENTS ON THIS PROPERTY (buildings, etc.)

None

IS THE LAND SUBJECT TO A LEASE, OPTION, OR OTHER RIGHTS WHICH PERMIT IT TO BE USED FOR ANY PURPOSE OTHER THAN GROWING AND HARVESTING TIMBER? YES OR  NO

IF YES, EXPLAIN \_\_\_\_\_

IS ALL OF THE LAND SUBJECT TO A (FOREST) FIRE PATROL ASSESSMENT?  YES OR  NO  
IF NOT, PLEASE EXPLAIN. not certain - lots of rain

ARE YOU AND IS YOUR LAND IN COMPLIANCE WITH THE RESTOCKING, FOREST MANAGEMENT, FIRE PROTECTION, INSECT AND DISEASE CONTROL, AND FOREST DEBRIS LAWS? (TITLE 76 RCW)  YES OR NO  
IF NOT, PLEASE EXPLAIN \_\_\_\_\_

SIGNATURES OF ALL OWNERS

Florence Shawa \_\_\_\_\_

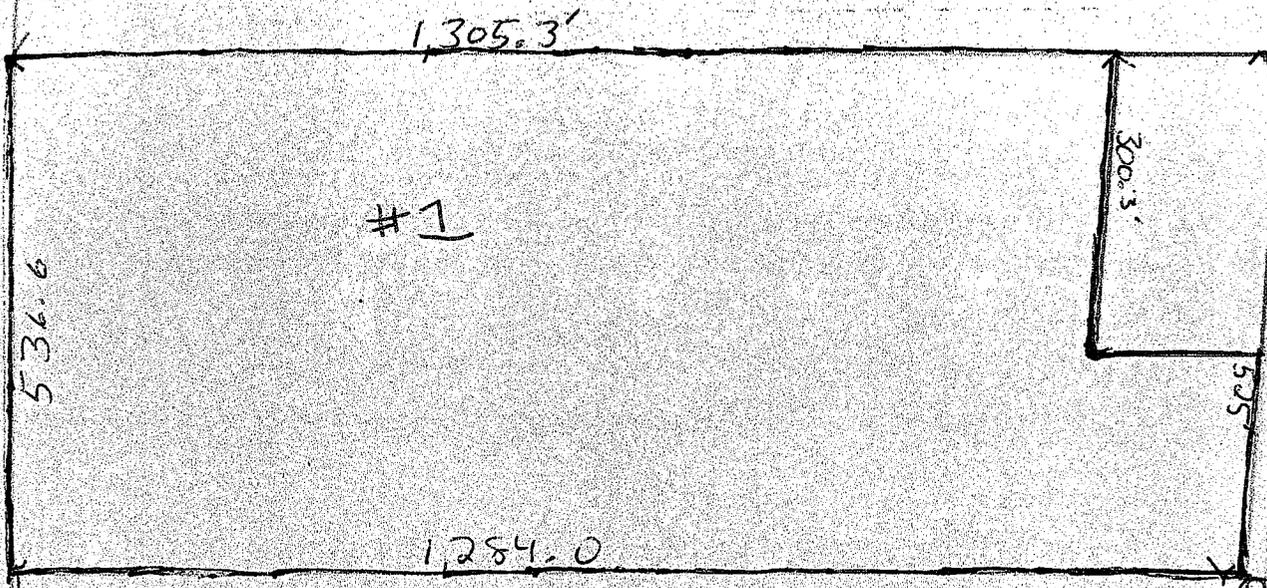
Amy Shawa \_\_\_\_\_

113th Ln 113TH LN

113th Ln

113th Ln

SANDRIDGE RD  
SANDRIDGE RD



Sandridge Rd

505

300.3

#1

1,284.0

534.6

1,305.3'

CONTINUED...

**HARVEST**

STAND #	HARVEST TYPE (CLEARCUT/PARTIAL)	VOLUME REMOVED%	APPROXIMATE HARVEST DATE
# 7	Partial	50%	8/2013

**REFORESTATION**

STAND #	METHOD OF REFORESTATION	SPECIES	STOCK SIZE	PROPOSED # OF TREES PER ACRE	DATE OF REFORESTATION
# 7	plant to existing	hemlocks	varies	100	2014-2017
		alder	"	100	" "
		spruce	"	100	" "

**TIMBER STAND IMPROVEMENT (TSI)**

STAND #	TSI ACTIVITY	TREATMENT DATE	TYPE OF CHEMICAL OR FERTILIZER	POST THINNING TREES/ACRE

OTHER LAND MANAGEMENT ACTIVITIES (Describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**AGENDA REQUEST FORM**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 25

BOCC ACTION:  APPROVED  DENIED Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review:  Clerk of the Board  
 Risk Management  
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT:
SIGNATURE:	DATE: 4/10/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ authorizing 2014 Supplemental Budget Requests	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-\_\_\_\_\_

**IN THE MATTER OF SUPPLEMENTAL BUDGET(S) FOR THE  
ALLOWANCE OF CERTAIN EXPENDITURES FOR FISCAL YEAR 2014**

**WHEREAS**, it has been brought to the attention of the Board of Pacific County Commissioners that funds have become available and a need exists to allow for the expenditures of un-appropriated funds in order to meet additional costs; and,

**WHEREAS**, it appears that the expenditure of such funds could not have been reasonably foreseen at the time of adoption of the fiscal year 2014 budget; and,

**WHEREAS**, all members have had reasonable notice of the time, place and purpose of this meeting; and,

**WHEREAS**, sufficient and legal notice of the meeting and the intent to adopt said supplemental budget(s) was given; and,

**WHEREAS**, all persons present were given an opportunity to express themselves for or against said action; now, therefore,

**IT IS HEREBY RESOLVED** by the Board of Pacific County Commissioners meeting in regular session, that the supplemental budget(s) be allowed and fixed as listed in Attachment A, all without further hearing or action.

**PASSED** by the following vote this 22<sup>nd</sup> day of April, 2014 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Lisa Ayers, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey, Clerk of the Board

**Revenue - Source**

(001) Current Expense – Fund Balance	\$207,012.00
(001) Current Expense – Historical Preservation	\$5,000.00
(101) Fair – Fund Balance	\$9,426.00
(102) Emergency Mgmt. – Hazardous Materials Emer. Prep. Grant	\$8,000.00
(104) Roads: Public Works – Fund Balance	\$35,245.00
(105) Veteran's Relief – Fund Balance	\$55.00
(108) Flood Control – Fund Balance	\$160,159.00
(109) Vegetation Management – Fund Balance	\$4,824.00
(110) Treasurer's Operations & Maintenance – Fund Balance	\$635.00
(111) Auditor's Operations & Maintenance – Fund Balance	\$13,076.00
(112) Treasurer's Real Estate Excise Tax – Fund Balance	\$162.00
(116) Community Development – Department of Ecology	\$243,563.00
(116) Community Development – Fund Balance	\$22,009.00
(116) Community Development – Recreation & Conservation Office	\$10,000.00
(117) Elections – Fund Balance	\$3,175.00
(118) Health & Human Services – Fund Balance	\$17,973.00
(125) Capital Improvements – Fund Balance	\$101,764.00
(127) Low Income Assistance – Fund Balance	\$323.00
(132) Special Investigative – Fund Balance	\$3,539.00
(136) Juvenile Court Expense – Fund Balance	\$12,254.00
(138) Court Special Account – Fund Balance	\$279.00
(160) Pacific County Communications – Fund Balance	\$8,440.00
(208) Bond Debt Redemption – Fund Balance	\$302.00
(208) Bond Debt Redemption – Operating Transfer from Fund #125	\$100,000.00
(502) Equipment Rental & Revolving – Fund Balance	\$16,178.00
(522) Payroll Internal Services – Fund Balance	\$3,870.00
(531) Risk Management – Fund Balance	\$3,598.00
	<b>\$990,861.00</b>

**Expenditure - Use**

(001) Assessor – Personnel	\$15,044.00
(001) Auditor – Operating	\$2,310.00
(001) Auditor – Personnel	\$38,785.00
(001) Civil Service – Personnel	\$309.00
(001) Clerk – Personnel	\$7,485.00
(001) Commissioners – Personnel	\$7,291.00
(001) Public Works: General Facilities – Personnel	\$5,855.00
(001) Public Works: Parks – Personnel	\$870.00
(001) General Administration – Operating	\$5,000.00
(001) General Administration – Personnel	\$30,164.00
(001) Non-Departmental – Operating	\$897.00
(001) North District Court – Personnel	\$3,592.00
(001) Prosecuting Attorney – Personnel	\$20,675.00
(001) Sheriff: Corrections – Personnel	\$14,632.00
(001) Sheriff: Law Enforcement – Personnel	\$25,526.00
(001) South District Court – Personnel	\$4,765.00
(001) Superior Court – Personnel	\$4,713.00
(001) Treasurer – Operating	\$15,613.00
(001) Treasurer – Personnel	\$7,480.00
(001) Washington State University Extension – Personnel	\$1,006.00
(101) Fair – Personnel	\$9,426.00
(102) Emergency Management – Operating	\$8,000.00
(104) Roads: Public Works – Personnel	\$35,245.00
(105) Veteran's Relief – Personnel	\$55.00
(108) Flood Control – Capital	\$158,000.00
(108) Flood Control – Personnel	\$2,159.00
(109) Vegetation Management – Personnel	\$4,824.00
(110) Treasurer's Operations & Maintenance – Personnel	\$635.00
(111) Auditor's Operations & Maintenance – Capital	\$12,500.00
(111) Auditor's Operations & Maintenance – Personnel	\$576.00
(112) Treasurer's Real Estate Excise Tax – Personnel	\$162.00
(116) Community Development – Operating	\$213,332.00
(116) Community Development – Personnel	\$62,240.00
(117) Elections – Personnel	\$3,175.00
(118) Health & Human Services – Personnel	\$17,973.00
(125) Capital Improvements – Operating Transfer to Fund #208	\$100,000.00
(125) Capital Improvements – Personnel	\$1,764.00
(127) Low Income Assistance – Personnel	\$323.00
(132) Special Investigative – Personnel	\$3,539.00
(136) Juvenile Court Expense – Operating	\$1,783.00
(136) Juvenile Court Expense – Personnel	\$10,471.00
(138) Court Special Account – Personnel	\$279.00
(160) Pacific County Communications – Personnel	\$8,440.00
(208) Bond Debt Redemption – Debt Service	\$100,000.00
(208) Bond Debt Redemption – Operating	\$302.00
(502) Equipment Rental & Revolving – Personnel	\$16,178.00
(522) Payroll Internal Services – Personnel	\$3,870.00
(531) Risk Management – Personnel	\$3,598.00
	<b>\$990,861.00</b>

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will conduct a public hearing to consider fiscal year 2014 supplemental budget requests as follows:

<b>Revenue - Source</b>	
(001) Current Expense – Fund Balance	\$207,012.00
(001) Current Expense – Historical Preservation	\$5,000.00
(101) Fair – Fund Balance	\$9,426.00
(102) Emergency Management – HMEP Grant	\$8,000.00
(104) Roads: DPW – Fund Balance	\$35,245.00
(105) Veteran's Relief – Fund Balance	\$55.00
(108) Flood Control – Fund Balance	\$160,159.00
(109) Vegetation Management – Fund Balance	\$4,824.00
(110) Treasurer's O&M – Fund Balance	\$635.00
(111) Auditor's O&M – Fund Balance	\$13,076.00
(112) Treasurer's REET – Fund Balance	\$162.00
(116) Community Development – Dept. of Ecology	\$243,563.00
(116) Community Development – Fund Balance	\$22,009.00
(116) Community Development – Recreation & Conservation Office	\$10,000.00
(117) Elections – Fund Balance	\$3,175.00
(118) Health – Fund Balance	\$17,973.00
(125) Capital Improvements – Fund Balance	\$101,764.00
(127) Low Income Assistance – Fund Balance	\$323.00
(132) Special Investigative – Fund Balance	\$3,539.00
(136) Juvenile Court Expense – Fund Balance	\$12,254.00
(138) Court Special Account – Fund Balance	\$279.00
(160) PACCOM – Fund Balance	\$8,440.00
(208) LTGO Bond Redemption – Fund Balance	\$302.00
(208) Bond Debt Redemption – Operating Transfer from Fund #125	\$100,000.00
(502) Equipment Rental & Revolving – Fund Balance	\$16,178.00
(522) Payroll Internal Services – Fund Balance	\$3,870.00
(531) Risk Management – Fund Balance	\$3,598.00
	<b>\$990,861.00</b>

<b>Expenditure - Use</b>	
(001) Assessor – Personnel	\$15,044.00
(001) Auditor – Operating	\$2,310.00
(001) Auditor – Personnel	\$38,785.00
(001) Civil Service – Personnel	\$309.00
(001) Clerk – Personnel	\$7,485.00
(001) Commissioners – Personnel	\$7,291.00
(001) Public Works: General Facilities – Personnel	\$5,855.00
(001) Public Works: Parks – Personnel	\$870.00
(001) General Administration – Operating	\$5,000.00
(001) General Administration – Personnel	\$30,164.00
(001) Non-Departmental – Operating	\$897.00
(001) North District Court – Personnel	\$3,592.00
(001) Prosecuting Attorney – Personnel	\$20,675.00
(001) Sheriff: Corrections – Personnel	\$14,632.00
(001) Sheriff: Law Enforcement – Personnel	\$25,526.00
(001) South District Court – Personnel	\$4,765.00
(001) Superior Court – Personnel	\$4,713.00
(001) Treasurer – Operating	\$15,613.00
(001) Treasurer – Personnel	\$7,480.00
(001) WSU Extension – Personnel	\$1,006.00
(101) Fair – Personnel	\$9,426.00
(102) PCEMA – Operating	\$8,000.00
(104) Roads: Public Works – Personnel	\$35,245.00
(105) Veteran's Relief – Personnel	\$55.00
(108) Flood Control – Capital	\$158,000.00
(108) Flood Control – Personnel	\$2,159.00
(109) Vegetation Management – Personnel	\$4,824.00

(110) Treasurer's O&M – Personnel	\$635.00
(111) Auditor's O & M – Capital	\$12,500.00
(111) Auditor's O & M – Personnel	\$576.00
(112) Treasurer's REET – Personnel	\$162.00
(116) Community Development – Operating	\$213,332.00
(116) Community Development – Personnel	\$62,240.00
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(125) Capital Improvements – Operating Transfer to Fund #208	\$100,000.00
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(531) Risk Management – Personnel	\$3,598.00
	<hr/>
	<b>\$990,861.00</b>

*Detailed information is available upon request of the Clerk of the Board, Pacific County Commissioners' Office (360-875-9337)*

Said meeting will be conducted in the Commissioners' Meeting Room in the Pacific County Courthouse Annex in South Bend, Washington, 1216 W Robert Bush Drive, on the 22<sup>nd</sup> day of April, 2014, at the hour of 10:00 AM, or as soon thereafter as possible. Any person may appear and offer comments regarding the supplemental budget requests. The Board will act to approve, reduce, or reject the supplemental requests.

This facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office (Suite "F" of the Pacific County Annex located at 1216 W Robert Bush Drive in South Bend, Washington), by mail (PO Box 187, South Bend, WA 98586), or by phone (360-875-9337 or TDD 360-875-9400).

Marie Guernsey  
Clerk of the Board

**PLEASE PUBLISH TWO TIMES:**

**Chinook Observer – April 9, 2014  
April 16, 2014**

## Marie Guernsey

---

**From:** Paul Plakinger  
**Sent:** Thursday, March 27, 2014 3:16 PM  
**To:** Marie Guernsey  
**Subject:** FW: fy2014 budget supplement #1 (responses due no later than March 27th)  
**Attachments:** 2014 SUPPLEMENTAL.xlsx

Here's a copy of Renee's supplemental request. It looks like she wants to set up a workshop (any time prior to the hearing should be fine).

**Paul T. Plakinger**

Management & Fiscal Analyst  
Pacific County General Administration  
PO Box 6, South Bend, WA 98586  
P: 360-875-9300 ext. 2243 | F: 360-875-9335  
Email: [pplakinger@co.pacific.wa.us](mailto:pplakinger@co.pacific.wa.us)  
Website: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

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**From:** Renee Goodin  
**Sent:** Thursday, March 27, 2014 1:13 PM  
**To:** Paul Plakinger  
**Subject:** RE: fy2014 budget supplement #1 (responses due no later than March 27th)

Paul,

Please find attached a copy of my supplemental request. I've not put an official letter with this as I've come before the Commissioners on these requests before. The \$612.50 request has already been done because of the XP issue. We do have a tentative date that Will Clemmer will be working on the accounting system upgrade.

I would like a meeting with the commissioners regarding my request.

Thank you.

Renee Goodin  
Pacific County Treasurer  
P. O. Box 98  
South Bend, Wa 98586  
Phone: (360) 875-9421  
FAX: (360) 875-9402  
Email: [rgoodin@co.pacific.wa.us](mailto:rgoodin@co.pacific.wa.us)

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**PACIFIC AND WAHKIAKUM COUNTIES**

Juvenile Court Services  
P.O. BOX 93  
SOUTH BEND, WASHINGTON 98586

**MICHAEL J. SULLIVAN**  
*Superior Court Judge*

**J. WAYNE LEONARD**  
*Juvenile Court Administrator*

*Sr. Legal Assistant*  
**SHANNON PETTIT**

South Bend (360) 875-9350  
Long Beach (360) 642-9350  
Fax (360) 875-9351

*Probation Officers*  
**PAUL WIRKKALA**  
**JIM NOREN**  
**SCOTT JACOT**

**MEMO**

**Date:** March 17, 2014  
**TO:** BOCC  
**cc:** Judge Michael Sullivan  
**FROM:** J. WAYNE LEONARD, JUVENILE COURT ADMINISTRATOR  
**RE:** Supplemental request 2014

---

Attached please find a supplemental request to pay for our Laptop Computer that has been purchased in December 2013.

Due to revenue shortfalls at the end of 2013 created unexpected cash flow issues, so certain expenditures were deferred until 2014.

If you have any questions please don't hesitate to give me a call.

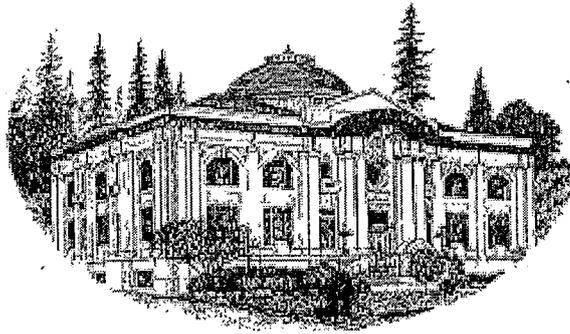
Sincerely,

  
\_\_\_\_\_  
J. WAYNE LEONARD  
Juvenile Court Administrator



# OFFICE OF THE PACIFIC COUNTY AUDITOR & RECORDER

*Pat M. Gardner*  
County Auditor & Recorder  
PO Box 97  
South Bend, WA 98586



Pacific County Courthouse  
300 Memorial Ave  
South Bend, WA 98586

Willapa Harbor Area - (360) 875-9313  
Peninsula Area - (360) 642-9313  
Naselle - (360) 484-7313  
North Cove Area - (360) 267-8313  
FAX - (360) 875-9333  
TDD - (360) 875-9400

PACIFIC COUNTY COURTHOUSE  
National Historic Site

## MEMO

DATE: March 19, 2014  
TO: Board of County Commissioners  
FROM: Pat Gardner  
SUBJECT: Request for Supplemental Budget

Fund 111: Purchase of Microfilm reader and computer to replace current reader, this will be paid \$5,000 from Current Expense using the document preservation money and the \$12,500 remainder from fund 111. This reader will allow the coping of documents into PDF to put into the current recording system allowing greater access to these documents for the public as well as a backup from the fiche.

Fund 001: Salary/benefits for employee who worked full time January and February to train the new employee at the beach, she usually works .60 FTE

Increase in FTE (agreed upon in 2013 from Assessor) from a .70 to a 1 FTE

Increase Salary/benefits for coverage when employee goes on maternity leave for months of October-December.

Increase in Professional services for software allowing a seamless export from the Auditors software system into the Treasures new software system allowing complete bars numbers and expenditure balances for a date range.



## Marie Guernsey

---

**From:** Paul Plakinger  
**Sent:** Tuesday, March 18, 2014 12:18 PM  
**To:** Marie Guernsey  
**Subject:** FW: Corrected Supplemental Budget Request Again  
**Attachments:** Supplemental Request for E14-200 HMEP Grant.xlsx

FYI again again (PCEMA – re-revised supplemental request)

**Paul T. Plakinger**

Management & Fiscal Analyst  
Pacific County General Administration  
PO Box 6, South Bend, WA 98586  
P: 360-875-9300 ext. 2243 | F: 360-875-9335  
Email: [pplakinger@co.pacific.wa.us](mailto:pplakinger@co.pacific.wa.us)  
Website: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

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**From:** Scott McDougall  
**Sent:** Tuesday, March 18, 2014 12:09 PM  
**To:** Paul Plakinger  
**Cc:** Stephanie Fritts  
**Subject:** Corrected Supplemental Budget Request Again

Paul,

I changed the object code for the expenditure BARS# and corrected another typo, this one should be right sorry for the confusion.

Scott

Scott McDougall  
Deputy Director  
Pacific County Emergency Management Agency  
PO Box 101, South Bend, WA 98586  
360-875-9338 Office ~ 360-591-6506 Cell  
[Website](#) | [Blog](#) | [Facebook](#) | [Twitter](#) | [PCEOCNews](#)

*Text follow PCEOCNews to 40404 to receive mobile updates from the Pacific County EOC during disasters.*



## Marie Guernsey

---

**From:** Paul Plakinger  
**Sent:** Tuesday, March 18, 2014 9:13 AM  
**To:** Marie Guernsey  
**Subject:** FW: Supplemental Request for E14-200 HMEP Grant.xlsx  
**Attachments:** Supplemental Request for E14-200 HMEP Grant.xlsx

FYI

**Paul T. Plakinger**

Management & Fiscal Analyst  
Pacific County General Administration  
PO Box 6, South Bend, WA 98586  
P: 360-875-9300 ext. 2243 | F: 360-875-9335  
Email: [pplakinger@co.pacific.wa.us](mailto:pplakinger@co.pacific.wa.us)  
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---

**From:** Scott McDougall  
**Sent:** Tuesday, March 18, 2014 9:13 AM  
**To:** Paul Plakinger  
**Cc:** Stephanie Fritts  
**Subject:** Supplemental Request for E14-200 HMEP Grant.xlsx

Supplemental Budget Request attached.

Scott McDougall  
Deputy Director  
Pacific County Emergency Management Agency  
PO Box 101, South Bend, WA 98586  
360-875-9338 Office ~ 360-591-6506 Cell  
[Website](#) | [Blog](#) | [Facebook](#) | [Twitter](#) | [PCEOCNews](#)

*Text follow PCEOCNews to 40404 to receive mobile updates from the Pacific County EOC during disasters.*



## Marie Guernsey

---

**From:** Paul Plakinger  
**Sent:** Tuesday, March 18, 2014 12:18 PM  
**To:** Marie Guernsey  
**Subject:** FW: fy2014 budget supplement #1 (responses due no later than March 27th)  
**Attachments:** Supp Request Form.xlsx

FYI (DPW supplemental request)

### Paul T. Plakinger

Management & Fiscal Analyst  
Pacific County General Administration  
PO Box 6, South Bend, WA 98586  
P: 360-875-9300 ext. 2243 | F: 360-875-9335  
Email: [pplakinger@co.pacific.wa.us](mailto:pplakinger@co.pacific.wa.us)  
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**From:** Andree Harland  
**Sent:** Tuesday, March 18, 2014 11:41 AM  
**To:** Paul Plakinger  
**Cc:** Mike Collins; Glen McCully  
**Subject:** RE: fy2014 budget supplement #1 (responses due no later than March 27th)

Thanks!

---

**From:** Paul Plakinger  
**Sent:** Monday, March 17, 2014 10:49 AM  
**To:** Department Managers; Kelli Buchanan; Angela Gilbert; 'douglas223@centurytel.net' ([douglas223@centurytel.net](mailto:douglas223@centurytel.net)); Kim Hamilton; Kathy Langbraaten; Kim Patten ([pattenk@wsu.edu](mailto:pattenk@wsu.edu))  
**Subject:** fy2014 budget supplement #1 (responses due no later than March 27th)

Elected Officials, Management, and Budget Staff:

It's time to review your fiscal year 2014 budget and, if necessary, submit a supplemental request for consideration before the Board of County Commissioners.

The main purpose of this early-year supplement is to account for the following wage increases (all approved after the fy2014 budget was adopted on October 22, 2013):

- Elected Officials (except sheriff and judges, which were addressed at budget time): wage increases per Resolution #2013-066A (there was a public hearing on December 30, 2013 regarding this matter)
- 367 (Road Crew): 1.0% increase
- 367-C (Courthouse): 2.5% increase
- Management/Contract: 2.5% increase
- 252NC (Non-Commissioned): 2.5% increase

- 252CO (Commissioned Officers): 2.0% increase

*Note: I will be preparing the wage supplements for all affected funds, so there's no need to make a request if this is your department's only supplemental need*

Another possible reason for an early-year supplement is if your department has received (or will receive) additional grant revenue, and there is a corresponding expenditure associated with this new revenue. There may be other reasons for submitting a supplemental request, of course, but in most cases it's probably too early to tell (since it's only March, after all).

With that being said, if you feel that a supplement is necessary, you must:

1. Complete the attached form (list all pertinent revenue/expenditure BARS numbers), and
2. Submit a memorandum to the Board of County Commissioners explaining the request

In order to process your request, I need to receive it **no later than Thursday, March 27<sup>th</sup> at 4:00 PM**. Responses may be submitted via email, interoffice mail, or in person at the county annex building. Please send all hard copies to Marie Guernsey, Clerk of the Board. If you plan to submit your request via email, please send to Marie with a Cc to me, as well.

The public hearing for the supplement will take place on Tuesday, April 22<sup>nd</sup> at the county annex building in South Bend at approximately 10:00 AM. The advertisement for the hearing will run in the Chinook Observer during the two preceding weeks.

Thanks, and please don't hesitate to call or email if you have any questions.

**Paul T. Plakinger**

Management & Fiscal Analyst

Pacific County General Administration

PO Box 6, South Bend, WA 98586

P: 360-875-9300 ext. 2243 | F: 360-875-9335

Email: [pplakinger@co.pacific.wa.us](mailto:pplakinger@co.pacific.wa.us)

Website: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

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## Marie Guernsey

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**From:** Paul Plakinger  
**Sent:** Thursday, April 03, 2014 5:19 PM  
**To:** mquillin@chinookobserver.com  
**Cc:** Marie Guernsey  
**Subject:** Notice of Hearing attached for publication  
**Attachments:** notice of public hearing for 2014-04-22 supplement.pdf

Marlene, please find attached a Notice of Public Hearing to be published in the Chinook Observer (April 9th and 16th editions).

Thank you,  
Paul

Paul T. Plakinger  
Management & Fiscal Analyst  
Pacific County General Administration  
PO Box 6, South Bend, WA 98586  
P: 360-875-9300 ext. 2243 | F: 360-875-9335  
Email: [pplakinger@co.pacific.wa.us](mailto:pplakinger@co.pacific.wa.us)  
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