

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

**Tuesday, January 13, 2015
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 (Item A-C)

- A)** Approve regular meeting minutes of December 19, 2014
- B)** Approve Rainbow Valley Landfill Vouchers:
City of Raymond - \$3,475
PUD #2 - \$78.28
Royal Heights Transfer Station, Inc. - \$6,225.66
- C)** Acknowledge Professional Services Agreement with Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers and/or SCS Field Services for update of the Post-Closure Plan and Evaluate Existing Environmental and Engineering Data in Support of Obtaining Regulatory Approval to Terminate post-Closure Status project

CLOSE MEETING

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.

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Friday, December 19, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:01 AM

Steve Rogers, Chair
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Mary Goelz, Health & Human Services Director
Sharon Block, Health & Human Services Asst. Director
Faith Taylor-Eldred, Community Development Director
Tim Crose, Community Development Asst. Director
Scott McDougall, Emergency Management Deputy Director
Dotsi Graves, Parks/Fair Manager
Bruce Walker, Assessor

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)

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

PUBLIC COMMENT-None

CONSENT AGENDA (Item A)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve regular meeting minutes of November 25 and December 9, 2014

MEETING CLOSED – 9:01AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)



CITY OF RAYMOND

230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

Invoice No. 103

INVOICE

Customer

Name RAINBOW VALLEY LANDFILL, INC.
 Address 114 AIRPORT ROAD
 City RAYMOND State WA. ZIP 98577
 Phone _____

Date 12/5/2014
 Order No. _____
 Rep _____
 FOB _____

	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL NOVEMBER 2014	\$3,465.00	\$3,465.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$3,475.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$3,475.00

Office Use Only

THANK YOU FOR YOUR BUSINESS!

2015-02

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

PUD NO. 2
P.O. BOX 472
RAYMOND, WA 98577

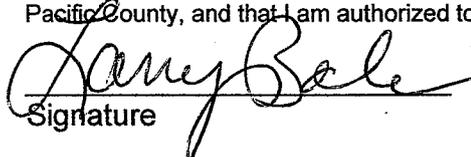
Vendor #	Date
Reference No. 2	Purchase Order Number

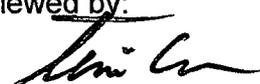
Instructions:

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
	12/23/14	UTILITIES	660	000	537	10	41	\$ 78.28

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.


PRES.
1/6/15
 Signature Title Date

Reviewed by: 
1-6-15
 Faith Taylor, Director Date
 Department of Community Development

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

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

Invoice

DATE	INVOICE #
1/6/2015	4816

RAINBOW VALLEY LANDFILL, INC.
114 Airport Rd.
Raymond, WA 98577

P.O. NUMBER	TERMS
	net 10

DUE DATE
1/16/2015

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
12/31/2014	486,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	6,225.66

Balance Due	\$6,225.66
--------------------	-------------------

Date	<u>loads</u>		
12/1/2014	4		
2	3		
3	1		
4	3		
5	2		
6	2		
7	2		
8	2		
9	2		
10	2		
11	4		
12	4		
13	3		
14	3		
15	4		
16	3		
17	1		
18	3		
19	3		
20	3		
21	3		
22	3		
23	3		
24	2		
25	2		
26	3		
27	2		
28	2		
29	3		
30	3		
31	1		
	81		
	<i>total gallons</i>		486000
		TOTAL	\$6,225.66



REQUESTED MEETING DATE:
 1/13/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: Jan 7 '15
NARRATIVE OF REQUEST	
<p>Rainbow Valley Landfill has entered into contract with SCS Consulting for activities pertaining to the termination of the post-closure status.</p> <p>The work to be performed is based upon guidelines and recommendations from the Washington State Department of Ecology and Pacific County.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**AGREEMENT BETWEEN SCS AND CLIENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereafter "Agreement") is made by and between Rainbow Valley Landfill, Inc. (hereafter "Client"), and Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers and/or SCS Field Services (hereafter "SCS").

WHEREAS, Client intends to engage SCS to perform professional services for a project known as: Update the Post-Closure Plan and Evaluate Existing Environmental and Engineering Data in Support of Obtaining Regulatory Approval to Terminate Post-Closure Status, Rainbow Valley Landfill, Raymond, Washington (hereafter "Project").

NOW, THEREFORE, Client and SCS do hereby agree as follows:

ARTICLE 1--SCOPE OF SERVICES. SCS shall provide professional services (hereafter "Services") as set forth in Attachment A, in accordance with the terms and conditions of this Agreement. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, the client agrees to pay for all time and expenses of SCS related thereto.

ARTICLE 2--RESPONSIBILITIES OF THE CLIENT. Client will:

- 2.1 Provide all criteria and full information as to its requirements for the Project.
- 2.2 Furnish SCS with data, reports, surveys, and other materials and information required for the Project, except such of the foregoing as are included in the Services to be provided by SCS.
- 2.3 Acquire all land and rights-of-way as required for the Project.
- 2.4 Provide access to the Project site and make all provisions for SCS to enter upon public and private lands as required for SCS to perform its Services under this Agreement.
- 2.5 Examine all studies, reports, sketches, construction costs, specifications, drawings, proposals and other documents presented by SCS to Client, and promptly render in writing Client's decisions pertaining thereto within a week, or, if a longer time is needed, within a period mutually agreed upon.
- 2.6 Give prompt written notice to SCS whenever Client observes or otherwise becomes aware of any defect in the Services rendered by SCS.
- 2.7 Furnish to SCS, prior to execution of this Agreement, a copy of any design, construction or other standards Client requires SCS to follow in performing Services under this Agreement.
- 2.8 Provide to SCS all budget requirements, if any, applicable to the Services and the Project.

ARTICLE 3--CHANGES IN THE SERVICES.

- 3.1 Changes may be made to the Services. Client may order additional Services upon the agreement of SCS. Client may delete previously ordered Services.

3.2 The provisions of this Agreement, with an equitable adjustment in SCS' compensation and schedule, shall apply to all changes in the services.

3.3 All changes to the Services shall be made pursuant to the Change Order form set out in Attachment B.

3.4 In the event Client directs SCS to perform changed Services without executing a Change Order in the form set out in Attachment B, SCS shall be compensated for the changed Services in accordance with SCS' then current standard rates as set out in Attachment C, unless otherwise agreed in writing by the Parties.

ARTICLE 4--PROJECT SCHEDULE.

4.1 The parties will mutually agree upon a schedule for performance of the Services ("Project Schedule").

4.2 SCS will begin performance of the Services upon Client's performance of all such Client responsibilities, as set out in Article 2, which are reasonably required in order for SCS to begin and perform the Services in accordance with the Project Schedule.

ARTICLE 5--COMPENSATION. For the Services as set forth in the Scope of Services, SCS shall be compensated as set forth below. Changes to the Services under Article 3 shall be compensated at SCS' then current standard rates as set out in Attachment C unless otherwise agreed in writing by the parties.

5.1 SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Copies of SCS' current rates are attached in Attachment C. These rates are subject to adjustment on January 1 and June 30 of each year.

5.2 SCS will be compensated in the lump sum amount of \$_____.

5.3 Other: SCS will be compensated as follows:

ARTICLE 6--PAYMENT. Payment for Services rendered by SCS shall be in accordance with the following:

6.1 Invoices will be submitted by SCS every month and will indicate:

(a) for time and expenses compensation, the time and expenses incurred during the period.

(b) for lump-sum compensation, the percentage of work completed during the period.

(c) for other compensation: _____.

6.2 Client will pay the sum of \$ 0.00 upon execution of this Agreement as a professional retainer. This sum shall be applied as a credit to Client on SCS' final monthly invoice for Services under this Agreement.

6.3 Payments for invoices issued by SCS are due and payable upon receipt.

6.4 Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

6.5 If Client does not make timely payments, SCS may suspend performance of its Services on the basis of non-performance on the part of Client. When all amounts due are paid and adequate assurances of payment

are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue its Services.

6.6 Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

ARTICLE 7--INSURANCE. SCS shall, during the performance of this Agreement, keep in force Workers' Compensation Insurance, including Employer's Liability Insurance for its employees, and Commercial General Liability Insurance with a combined minimum limit of \$1,000,000 for bodily injury and property damage.

ARTICLE 8--LIMITATION OF LIABILITY.

8.1 This Article 8 states the agreement of the parties with respect to allocation of the risks inherent in the type of project undertaken herein. The parties agree that SCS' liability under this Agreement and for the Project shall be limited to the amount covered, if any, by SCS' liability insurance then in effect up to \$1,000,000, or the amount of SCS' total fees hereunder (whichever is greater).

8.2 If Client desires that SCS assume more of the risk under this Agreement and for the Project than is specified in Article 8.1, and is willing to compensate SCS for the greater assumption of risk then in consideration of Client paying a _____ surcharge (in addition to the compensation specified in Article 5, SCS' total liability under this Agreement and for the Project shall be limited to: _____

ARTICLE 9--RELEASE AND INDEMNIFICATION.

9.1 It is understood and agreed that, in seeking the Services of SCS under this Agreement, the Client may be requesting SCS to undertake obligations for the Client's benefit involving the presence or potential presence, or release or potential release to the environment, of hazardous substances and other contaminants. Therefore, Client agrees that SCS will not be responsible for, and does hereby release, hold harmless, indemnify, and defend SCS from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release or escape of hazardous substances or contaminants of any kind, excepting only such liability as may arise out of the sole negligence of SCS.

9.2 Except as provided in Article 9.1 above, and to the extent provided in Article 8 above, SCS shall indemnify and hold harmless Client from and against any liabilities, claims and causes of action which Client may suffer as a result of negligent acts, errors, or omissions, or the willful and reckless disregard of obligations under this Agreement on the part of SCS or SCS' agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Client's negligence.

ARTICLE 10--GENERAL PROVISIONS.

10.1 SCS will perform its Services hereunder, as specified in Attachment A, in a timely manner. SCS is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

10.2 SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

10.3 SCS shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting or others), at the time such Services are rendered. SCS makes no other warranty, either expressed or implied, as part of this Agreement.

10.4 SCS shall not disclose, or permit disclosure of any information designated by Client as confidential, except to its employees and other consultants who need such information in order to properly execute

the Services of this Agreement. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to SCS by third parties who have the legal right to possess and disclose the information, (3) was in the possession of SCS prior to the disclosure of such information to SCS by Client, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of SCS to protect the public.

10.5 Statements made by SCS concerning probable construction costs and detailed cost projections represent SCS' judgment with respect thereto. It is recognized, however, that SCS has no control over actual site conditions, the cost of labor, materials, or equipment, a contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, SCS cannot and does not represent or guarantee that bids or ultimate Project costs will not vary from any statement of probable construction cost or other cost projection prepared by SCS.

10.6 All drawings, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such the original documents are and remain the property of SCS.

10.7 If construction at the site is to be performed by a person other than SCS, Client agrees to require such person to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. SCS shall have no responsibility for site health and safety for anyone other than its own employees and its subcontractors, unless SCS expressly has agreed to provide such services. Client agrees SCS shall not be responsible for and does hereby release, hold harmless, indemnify and defend SCS from and against all claims, losses, damages, liability and costs, including costs of defense thereof, arising out of or in any way connected with performance of construction work by persons other than SCS and its subcontractors.

10.8 To the extent specifically provided in the Services, SCS will be available for advice and consultation, and will monitor on a limited basis construction work performed by persons other than SCS. SCS accepts no responsibility and makes no warranty whatsoever that construction work performed by other persons meets the design specifications (this being the sole responsibility of Client) unless the Services provides specifically for SCS to assume such responsibility. In no event shall SCS be responsible for the means, method or manner of performance of any persons other than SCS or its Subcontractors.

10.9 At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to SCS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger," or "treatment, storage or disposal facility" under state or federal law.

ARTICLE 11--TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause; by mutual written agreement of the parties; or by either party with five (5) days written notice to the other in the event of continuing substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, SCS shall be paid for all Services performed by SCS to the effective date of termination. The indemnities of Article 9 and Article 10 shall survive any termination of this Agreement.

ARTICLE 12--DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

ARTICLE 13--EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Client and SCS and supersedes all prior negotiations, representations, or agreements, either written or oral, for Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 14 - PARTIES TO AGREEMENT. For the purposes of this Agreement, the term "SCS Engineers" shall mean SCS Engineers P.C. for projects in North Carolina, and Stearns, Conrad and Schmidt

Consulting Engineers, Inc. for all other projects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of last date written below.

CLIENT: Rainbow Valley Landfill, Inc.

STEARNS, CONRAD AND SCHMIDT CONSULTING
ENGINEERS, INC.:

SIGN: 
PRINT NAME: LARRY BALE
TITLE: PRESIDENT
DATE: 12/31/14

SIGN: 
PRINT NAME: Kevin Lakey, LHG, P.E.
TITLE: Project Director/ Vice President
DATE: December 3, 2014

SCS Project No. _____

ATTACHMENT A

ATTACHMENT A SCOPE OF SERVICES

SCS's proposed scope of work for the Rainbow Valley Landfill project follows the description in the Request for Proposal/Qualifications letter we received.

Task 1 -Project Administration

Mr. Kevin Lakey, PE, LHG, will serve as the point of contact for this project and will act on behalf of RVL in communications with the Washington Department of Ecology and Pacific County Environmental Health. Mr. Lakey will keep RVL informed of all developments and discussions and will consult with RVL and Pacific County regarding final decisions and document submittals. The initial contract is proposed to be for a two year period, with an option to extend the contract. Project invoices will be prepared and submitted monthly.

Task 2 -Post-Closure Plan

The Post-Closure Plan for the Rainbow Valley Landfill was prepared in the early 1990's and does not address current stability evaluation criteria being used by Ecology. The plan needs to be amended to describe planned activities and goals, and to document how the stability requirements of WAC 173-304 will be met. These stability demonstrations include little or no settlement of the cover system, LFG production, or leachate generation including an evaluation of groundwater quality.

The process of updating the Post-Closure Plan will include a review of existing documentation related to the Site including, but not limited to, construction reports, environmental monitoring reports, leachate hauling records, site characterization reports, and the 1991 Closure Plan and any subsequent amendments. The documents will be reviewed to gain a better understanding of the Site history, landfill design, landfill closure activities, and environmental conditions. As previously discussed, the information will be used to evaluate current environmental and engineering conditions with respect to the closure criteria outlined in Ecology's guidance. This task will include a visit to the Pacific County Department of Community Development in South Bend, Washington, to review project files.

This task will also include a detailed site reconnaissance performed by a staff-level engineer and/or environmental scientist experienced with landfill post-closure engineering systems and monitoring. Although not absolutely necessary, SCS recommends the site reconnaissance be performed during the winter months so that the cover system can be inspected for areas of ponded water, leachate seeps, and stormwater conveyance. The reconnaissance will be used to evaluate post-closure engineering and monitoring systems with respect to adherence to the requirements of WAC 173-304 and their general integrity and condition. Additionally, the site inspection may identify additional actions that could be implemented to support stabilization with respect to the criteria outlined in the Ecology guidance.

After the initial data review and site reconnaissance have been completed, SCS will prepare a draft technical memorandum for review by RVL and Pacific County presenting the results of our

review and evaluation of the Site environmental and engineering data and the findings of the site reconnaissance. The memorandum will identify potential data gaps with respect to demonstrating that Site conditions meet the stabilization criteria, and present an approach for additional evaluation(s) to address the data gaps, if identified.

A final memorandum will be prepared after discussing the draft memorandum with RVL and Pacific County and addressing comments. The final memorandum will be submitted to Pacific County and Ecology in advance of a project status meeting. Information anticipated to be presented in the technical memorandum and to be discussed at the meeting includes (1) findings of SCS's initial evaluation of the site environmental and engineering data, (2) the proposed approach for demonstrating that acceptance criteria allowing for termination of post-closure activities have been met, and (3) methods for collecting additional data, if deemed necessary, and for what purpose(s). The objective of the meeting is to reach concurrence with RVL, Pacific County, and Ecology on the approach for demonstrating that site conditions meet stabilization criteria and on the method(s) for filling any identified data gaps.

After the project status meeting, SCS will prepare a draft Post-Closure Plan update for review by RVL and Pacific County. The draft Post-Closure Plan will be submitted for client review no later than four months after contract execution. After discussing the draft Post-Closure Plan with RVL and Pacific County, and addressing comments, SCS will prepare a final Plan.

Task 3 – Section I: Financial Assurance Plan and Audit

The Financial Assurance Plan can either be included within the updated Post-Closure Plan or prepared as a stand-alone document. The costs to implement the revised post closure activities will be determined after the main sections of the Post-Closure Plan have been completed. The costs will include an engineer's estimate for each of the revised post-closure activities, and an estimate of the time period required.

In addition, an annual audit that includes calculations demonstrating the proportion of closure completed during the preceding year as specified in the closure and post-closure plan needs to be performed by a certified public accountant (CPA) licensed in the state of Washington. SCS will provide information to the CPA. The CPA will be retained by others.

The audit results should be filed with Ecology no later than March 31 of the following year. SCS will support Pacific County efforts to complete an annual audit of the post-closure accounts by performing an annual review of estimated post-closure costs.

Task 4 – Section II: Settlement Stability of Cover System

A site survey was reportedly performed at or soon after the enhanced closure construction in 1996. This survey will provide a baseline for the settlement evaluation. The next step to demonstrate settlement compliance will be to compile available records regarding site inspections or cover repairs and to perform the cover integrity site inspection described in Task 2 and note any signs of settlement such as ponding or surface cracks.

Ecology is recommending that site owners conduct at least two benchmark surveys at least two years apart using fixed points on the closure cap, such as a rod of rebar, at a frequency of one

point for every 20,000 square feet of landfill cover, with additional points to cover anomalies such as dead vegetation or depressions.

To meet the intent of the Ecology guidance, SCS will subcontract a licensed surveyor to construct and install approximately 15 to 20 survey markers on the landfill cover. These markers would subsequently be re-surveyed on an annual basis for two years. After two years of surveying, SCS will prepare a letter report that summarizes the type of survey performed, images showing the location and number of survey points, the types of survey point markers used, the dates and results of the surveys, and a description of the measuring equipment used, including precision and accuracy. This report will be signed by a professional engineer licensed in the state of Washington and will include a statement of how the survey data demonstrate the landfill is experiencing little or no settlement as described above. Consistent with the Request for Proposal, a brief summary report will be submitted to Pacific County within 45 days of each site survey.

Task 5 – Section III: Landfill Gas Monitoring

When evaluating site stability with regard to LFG generation, Ecology recommends an owner/operator measure LFG at vents within the landfill, perimeter monitoring probes, vaults and enclosed spaces, and at landfill surfaces where plants are stressed or absent. When measuring LFG, an owner/operator should measure concentrations during periods of steady or falling barometric pressure to ensure gas is exiting the landfill.

The LFG control system at the Rainbow Valley Landfill consists of 4-inch diameter perforated piping placed within gravel trenches beneath the landfill cover and connected to three or four passive vents located near the top of the cover. The Site did not include an active LFG collection system, even during operations or at closure.

LFG monitoring has reportedly not been conducted, at least routinely, during the post-closure period. An LFG monitoring plan will be developed and included in the post-closure plan or as a stand-alone document. LFG monitoring options may include collecting data from existing soil gas probes (if present) and the passive LFG vents, and/or performing temporary bar-hole surveys or surface emissions monitoring (SEM). The monitoring plan will address the need to account for barometric pressure (ideal LFG monitoring occurs during periods of falling barometric pressure), as well as equipment calibration, sampling procedures, and reporting. The LFG Monitoring Plan will be submitted to Pacific County for review and approval. Once approved by the County, the sampling plan will be implemented. LFG monitoring reports will need to be submitted 45 days after each sampling event.

Per Ecology guidance, a landfill is experiencing little or no gas production if gas concentrations at all monitoring points are below regulatory limits for on-site and off-site structures and the property boundary for eight consecutive sampling events. Ecology guidance also states that methane concentrations in vent pipes during periods of steady or falling barometric pressure should be below 25% LEL for eight consecutive sampling events. SCS does not agree with this guidance and will negotiate on behalf of RVL to waive this requirement based on a demonstration that LFG within the landfill will not endanger public health, safety or the environment.

Task 6 – Section IV: Leachate Generation

As discussed under Task 2, the Rainbow Valley Landfill does not have an engineered bottom liner. However, low-permeability clay deposits beneath the landfill restrict the downward movement of leachate. Therefore, a retrofitted leachate collection system that includes a gravel blanket and a series of trenches was installed to prevent leachate from discharging to the surface. The landfill cover system was enhanced in 1996 to help reduce the volume of leachate collected, and although these efforts worked to a degree, the system still appears to be collecting a mixture of leachate, groundwater and surface water infiltration.

In an effort to further reduce leachate volumes, SCS will review the construction data for the 1996 landfill closure and leachate collection system. It is possible that some sections of the leachate collection system could be abandoned, or possibly adjusted, without a detrimental effect on the environment. However, such actions could lead to surface seeps which would exacerbate the problem. In addition, SCS will review leachate quality data and recommend additional testing if appropriate for the evaluation of long-term leachate management options. Ecology guidance states that landfills, such as the Rainbow Valley Landfill, that are linked with a discharge permit require a demonstration that the discharge permit is no longer needed and can be terminated. This suggests that the Ecology Water Quality Program as well as the Waste to Resources Program will need to be involved in the change in post-closure status decision process.

As part of this task, SCS will evaluate long-term options for leachate management and recommend a preferred option. This process may include some interim steps or trial approaches. Costs for the selected leachate management plan will be included in the financial assurance plan.

Task 7 – Groundwater Monitoring and Reporting

SCS will review groundwater monitoring reports for the past five years and compile the data into a spreadsheet or database. The data will be compared to the criteria in WAC 173-200 Water Quality Standards, and statistical analyses will be performed to determine if trend slopes have been zero or less over the latest eight consecutive sampling events and if there are significant changes between upgradient and downgradient wells. This work will be performed under the supervision of, and stamped by, a licensed professional hydrogeologist, per RCW 18.220.

SCS will review the existing groundwater monitoring plan and make recommendations regarding sampling frequency, locations, and parameters as appropriate. In addition, SCS will help prepare ongoing annual reports for submittal to Pacific County and Ecology by April 1 of each year.

ESTIMATED BUDGET SCHEDULE

The proposed scope of work will be performed on a time-and-materials basis. SCS recommends completing the data review, site inspection and agency meeting portions of the scope of work described in Task 2, and then revisiting the project scope and budget. However, based on information available to SCS at this time, our cost estimate is as follows:

- Task 1 – Project Administration \$3,000

- Task 2 – Post-Closure Plan Update \$18,500
This estimate includes one visit to South Bend to review project files, one site inspection of the Rainbow Valley Landfill, and one project meeting in either South Bend or Olympia.
- Task 3 – Financial Assurance Plan & Audit Support \$4,000
This estimate assumes a CPA will be provided by Pacific County.
- Task 4 – Settlement Demonstration & Report \$19,000
This estimate includes a licensed surveyor to be subcontracted to install 15 to 20 survey markers on the landfill cover and perform two annual surveys.
- Task 5 – Landfill Gas Demonstration & Report \$9,000
This estimate includes three field monitoring events.
- Task 6 – Leachate Evaluation and Report \$10,000
This estimate assumes compilation and evaluation of available quantity and water quality data, and the preparation of an alternatives analysis report.
- Task 7 – Groundwater Demonstration & Annual Reporting Support \$12,000
This estimate assumes compilation and evaluation of available water quality data, statistical evaluations, and the preparation of annual reports. Groundwater sampling is assumed to be performed by others.

The total estimated cost, based on information available at this time, is \$75,500.

SCS will initiate work on this project within approximately two weeks after receiving authorization from RVL to proceed. SCS anticipates that the data review, site inspection and agency meeting portions of the scope of work described in Task 2 can be completed within two to three months of a notice to proceed with a draft post-closure plan no later than four months after contract execution. After the agency meeting the remaining project schedule will be finalized.

ATTACHMENT B

**CHANGE ORDER PURSUANT TO AGREEMENT
BETWEEN SCS ENGINEERS AND CLIENT FOR PROFESSIONAL SERVICES**

CHANGE ORDER # _____

1. Scope of Services to be Changed:

2. Schedule to be Changed:

3. Compensation to be Changed:

4. Special Provisions:

5. Agreement by the Parties: The parties have caused this Change Order to be executed by their duly authorized representatives.

SCS ENGINEERS:

CLIENT: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCS Project No. _____

ATTACHMENT C

Current Fee Schedule

SCS ENGINEERS

FEE SCHEDULE

January 1, 2014

	<u>Rate/Hour</u>
Project Director	\$184
Project Manager	160
Senior Project Professional	140
Project Professional.....	115
Staff Professional	93
Associate Staff Professional.....	80
Designer Drafter.....	93
Technician.....	80
Project Administrator.....	90
Secretarial/Administrative.....	70

General Terms:

1. Rates for principals of the firm are negotiated on a project-specific basis and range from \$180 to \$250 per hour depending on experience and qualifications.
2. Scheduled labor rates are effective through December 31, 2014. Work performed thereafter is subject to a new Fee Schedule.
3. Scheduled labor rates include overhead, administration and profit. Costs for outside consultants and subcontractors, for job-related employee travel and subsistence, and for equipment and supplies are billed at actual cost plus a 15 percent administrative fee. Charges for reproduction, telephone, fax, etc. are included in a communications fee.
4. Charges for field equipment and instruments will be in accordance with SCS' Field Equipment Rental Rates Schedule in effect at the time the work is performed plus a 15 percent administrative fee. Company field vehicle use is charged as a daily rate of \$100 for local use, or \$0.70/mile for round trip travel in excess of 150 miles.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.
7. For special situations, such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.



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

**January 13, 2015
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 *(held in the Commissioners Conference Room unless otherwise noted)*

12:00 PM Joint (Elected/Appointed) Management meeting
(Auditor's Elections Room)

PUBLIC HEARINGS *(held in the Commissioners Meeting Room unless otherwise noted)*

10:00 AM Consider adoption of Ordinance 102D-Excise Taxes on Real Estate
Sales

10:00 AM Consider adoption of Ordinance 175-Sales and use tax for chemical
dependency or mental health treatment and therapeutic court
programs and services

Call to Order

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

CONSENT AGENDA (Items 1-8)

Department of Public Works

- 1) Approve continuance of Surety Rider from Rayonier Operating Company
LLC pertaining to Road Haul Permit #2015-1
- 2) Approve Amendment of Exhibit A pertaining to Communications Facility
Use Agreement with Crescomm Wifi, LLC

Health & Human Services Department

- 3) Approve Amendment #12 to County Program Agreement #1163-27318 with
DSHS Division of Behavioral Health & Recovery; authorize Chair to sign

County Fair

- 4) Approve Amendment #1 to Maintenance Manager Employment Agreement

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.

General Business

- 5) Approve December, 2014 payroll: Total # of employees: 182; total payroll \$923,113.49
- 6) Vendor Claims:
Warrants Numbered 125376 thru 125459 - \$243,655.69
- 7) Approve continued meeting minutes of December 30, 2014
- 8) Approve appointments to Boards/Commissions/Committees for 2014
- 9) Approve Amendment #1 to the Employment Agreement for Deputy Director of Public Health & Human Services

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 10) Consider approval of request to increase Administrative Asst. II from 0.60 FTE to 0.80FTE
- 11) Consider approval of County Program Agreement #1463-28911 with DSHS, Division of Behavioral Health & Recovery to provide continued coordination and implementation of the Positive Parenting Program (Triple P) in South Pacific County; authorize Chair to sign
- 12) Consider award of the 2015 Millage Mini Grants to the following: Willapa Valley School District, Coast Rehabilitation Inc., South Bend School District, Boys & Girls Club, NAMI Pacific County, Willapa Behavioral Health, Raymond School District and Wahkiakum County

ITEMS REGARDING AUDITOR'S OFFICE

- 13) Acknowledge notice of resignation of Amber Kaech, Accountant and consider approval of request to post vacant Accountant position
- 14) Consider approval of request to purchase recording server

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 15) Consider approval of request to hire Amber Kaech to fill vacant ER&R Account position

ITEMS REGARDING SHERIFF'S OFFICE

- 16) Consider approval of Professional Services Agreement with BOLDplanning for the Mitigation Plan update; authorize Chair to sign

ITEMS REGARDING JUVENILE COURT SERVICES

- 17) Consider approval of request to purchase computer workstation

ITEMS REGARDING GENERAL ADMINISTRATION

- 18) Consider approval of Tourism Services Contracts for fy2015

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 GENERAL BUSINESS

- 19) Consider approval of Public Official Bonds renewal of Public Official Bonds for Sheriff Scott Johnson, Clerk of Superior Court Virginia Leach, Assessor Bruce Walker, North District Court Judge Betsy Penoyar, South District Court Judge Doug Goelz, and Commissioner Lisa Ayers; and Verification Certificate for County Engineer Mike Collins
- 20) Consider approval of Contract for Services with Joint Pacific County Housing Authority
- 21) Consider approval of Contract for Services with Crisis Support Network
- 22) Consider approval of Contract for Services with Peninsula Poverty Response Team
- 23) Consider adoption of Resolution authorizing the movement of special revenue funds into current expense fund

EXECUTIVE SESSION

- 24) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

PUBLIC HEARINGS – 10:00AM

- 25) Consider adoption of Ordinance 102D-Excise Taxes on Real Estate Sales
- 26) Consider adoption of Ordinance 175-Sales and use tax for chemical dependency or mental health treatment and therapeutic court programs and services

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:

1/13/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 12-18-14
NARRATIVE OF REQUEST	
Rayonier Operating Company LLC submitted Road Haul 2015-1 and have asked to continue Surety Rider Continuation No. 6264732 in the amount of \$35,000 for the 2015 haul season. The original is on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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 1-13-2015

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____ 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: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton/Assistant Telecommunications Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 1-2-2015
NARRATIVE OF REQUEST	
Attached for the Board's consideration is amended Exhibit A for CRESCOMM WIFI, LLC. This amendment increases the amount from \$1,200 to \$1,900 annually.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)
(46° 27' 10" N. Lat., 123° 53' 50" W. Long.)

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	Rack Space for 1U Router	\$50.00
2	1	5.8 GHz Sector Antenna	\$250.00

(LONG BEACH SITE)
(46° 21' 19" N. Lat., 124° 02' 55" W. Long)

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	2	UBNT 5.8 GHz Sector Antennas	\$500.00
2	1	UBNT 900 MHz Yagi Antenna	\$100.00
3	1	UBNT AM-9M13 900 MHz	\$1000.00
TOTAL ANNUAL RATE			\$1,900.00

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



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:
1/13/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

Review: Clerk of the Board
 Risk Management
 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: January 5, 2015
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #12 to county program agreement #1163-27318 with DSHS Division of Behavioral Health & Recovery. This amendment adjusts the budget for 2013-15 and 2014-15 fiscal years, and cleans up some incorrect section references contained in the previous amendment, and clarifies treatment and prevention statements of work. All other terms and conditions remain the same. 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)	



COUNTY PROGRAM AGREEMENT AMENDMENT

DSHS Agreement Number
1163-27318

Amendment No.
12

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231	CCS CONTRACT CODE 1231
------------------------------------------------------------------	-------------------------------------------------------------	---------------------------	---------------------------

DSHS CONTACT NAME AND TITLE Jason Bean-Mortinson	DSHS CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 985045330
-----------------------------------------------------	-----------------------------------------------------------------

DSHS CONTACT TELEPHONE (360)725-3808	DSHS CONTACT FAX	DSHS CONTACT E-MAIL beanmjc@dshs.wa.gov
-----------------------------------------	------------------	--------------------------------------------

COUNTY NAME Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-
-------------------------------	----------------------------------------------------------------------------------------------

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? Yes	CFDA NUMBERS 93.959
-----------------------------------------------------------------------------	------------------------

AMENDMENT START DATE 11/01/2014	PROGRAM AGREEMENT END DATE 06/30/2015
------------------------------------	------------------------------------------

PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,455,870.00	AMOUNT OF INCREASE OR DECREASE \$-67,054.00	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,388,816.00
----------------------------------------------------------	------------------------------------------------	----------------------------------------------------------

REASON FOR AMENDMENT;
CHANGE OR CORRECT OTHER: SEE PAGE TWO

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

Exhibits (specify):

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE BHSIA Contracts	DATE SIGNED

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the County is hereby amended as follows:

The Maximum Amount Payable is decreased by \$67,054, from \$1,455,870 to \$1,388,816. The Awards and Revenues (A&R) for the July 1, 2013 through June 30, 2014 time period is attached as Exhibit B.

The purpose of the amendment is to: revise incorrect Section references contained in the July 2014 amendment; update the list of Prevention/Treatment County/Contractors; add new definitions; provide clarification language regarding the Service Rate Plans.

Modify the list of County's/Contractors regarding Prevention and/or Treatment Services, and Service Rate Plan as follows:

Section 8, Prevention Statement of Work does not apply to the following as of November 1, 2014:

Beacon of Hope	Skamania County (Community Health)
Kittitas County	Stevens/Ferry County
Klickitat County	Yakima County
Palouse River Counseling	

Section 9. Treatment Statement of Work does not apply to the following as of November 1, 2014:

Educational Service District 112	Skamania County (Skamania Sherriff's Office)
Jefferson County	Republic School District
Kittitas CCPHS Network	Sunnyside School District
Mt. Adams School District	Tekoa School District

Section 10. Additional Services applies only to the identified County for the specific Exhibit(s) as of November 1, 2014:

County/Contractor	Exhibit(s):	County/Contractor	Exhibit(s):
Clark County	D	Pierce County	D
Grant County	F	Snohomish County	D
King County	D, E, G, H	Spokane County	D
Kitsap County	E, H	Mt. Adams SD	I

Service Rate Plan does not apply to the following as of November 1, 2014:

Educational Service District 112	Skamania County (Skamania Sherriff's Office)
Jefferson County	Republic School District
Kittitas CCPHS Network	Sunnyside School District
Mt. Adams School District	Tekoa School District

Amend Section 1, Definitions, Section "w", this was an incorrect Section reference in the July 2104 amendment. The correct definition is for Section "z" as follows:

z. "IDU and IVDU" means the same population: Injecting Drug User and Intra-venous Drug User. The

acronyms may be used interchangeably to refer to a person or patient who has used a needle one or more times to illicitly inject drugs.

Amend Section, 1, Definitions, to add new Section "uu" and "vv" as follows:

- uu. "SAPT Block Grant" means Substance Abuse Block Grant, SABG, Substance Abuse Prevention and Treatment Block Grant and SAPT are interchangeable.
- vv. "Miscellaneous" means a category of special projects with prior approval that may not be funded through any other source. Funding for these projects will be provided by State GIA funding. Services must be negotiated and agreed upon in writing between the County and DBHR prior to initiating the project.

Correct error in July 2014 amendment, delete Treatment Section of Work, Section 9. cc. (6)(c) iii., Medicaid Rules and Limitations in which an incorrect number was provided. The correct section number for the deleted language is 9. kk. (2)(d)iii.

Add New Section 5, Requirements f. (2) (c) as follows:

(c) Notice of Federal Block Grant Funding Requirement

A portion of the funding for this contract may be from the federally funded Substance Abuse Block Grant (SABG) CFDA# 93.959. The amount allocated will be detailed in the contractor's authorization for service. Contractor will be notified of the amount of SABG expended each calendar year.

Funds designated solely for a specific state fiscal year in this contract may be obligated only for work performed in the designated fiscal year.

Correct error in July 2014 amendment, in which language was included in Section 8, Prevention, instead of Section 9, Treatment. This amendment deletes the Prevention Statement of Work Section 8k.(2)(c) iii.

The following is added to Section 9, Treatment, Multiple Payments for the Same Claim/Duplication kk. (2) (c) iii as follows:

- iii. The County shall not reimburse providers for individual's co-payment or deductible fees using any DBHR funding or SAPT Block grant funds. Replace language from the July Amendment 2014 amendment regarding Service Rate Plans as follows:

Section 9. cc. Consideration (4) Reimbursement Rates

- (4) DSHS shall reimburse the County based upon the Service Rate Plan (SRP), this shall be provided by DBHR to the County and may be updated on a periodic basis. Any changes made to the SRP by DBHR will not be provided by an amendment, but via email, or letter.

Exhibit C, Service Rate is deleted as an Exhibit to the Contract.

All other terms and conditions of this Contract remain in full force and effect.

**AWARD AND REVENUES
2013-2015 Biennium**

COUNTY Pacific

PROGRAM AGREEMENT NUMBER 1163-27318

The above named County(ies), is hereby awarded the following amounts for the purposes listed.

<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>		
		<u>SFY 14</u>	<u>SFY 15</u>	<u>Biennial Funds</u>
				<u>Total 13-15 Biennium</u>
333.99.59	SAPT Grant-in-Aid	\$43,460	\$63,496	\$106,956
	SAPT Treatment	\$12,748	\$31,168	\$43,916
	**SAPT Treatment-Resource Development	\$0	\$5,960	\$5,960
	SAPT Prevention	\$30,712	\$32,328	\$63,040
334.04.6X	State Grant-in-Aid	\$121,938	\$150,589	\$272,527
	State GIA Administration	\$13,388	\$15,805	\$29,193
334.04.6X	Criminal Justice Treatment Account (Biennial)			\$119,162
334.04.6X	Drug Court - State Funds	\$0	\$0	\$0
334.04.6X	Repeat Driving Under the Influence-RDUI State Funds		\$4,708	\$4,708
	STATE - SPECIAL PROJECTS	\$6,563	\$6,563	\$13,126
334.04.6X	TANF Treatment Services	\$6,563	\$6,563	\$13,126
334.04.6X	CA Parents in Reunification	\$0	\$0	\$0
	FEDERAL GRANTS	\$19,275	\$0	\$19,275
333.97.78	*TXIX -Fed Waiver for DL and ADATSA clients ONLY	\$19,275	\$0	\$19,275
Total Federal Funds		\$62,735	\$63,496	\$0
Total State Funds		\$128,501	\$161,860	\$119,162
TOTAL ALL AWARDS		\$191,236	\$225,356	\$119,162
				\$535,754

Federal CFDA:

SAPT Grant-in-Aid -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

*Title XIX - CFDA 93.778 - DL and ADATSA is for July-December, 2013 services only

**SAPT Treatment-Resource Development is for services starting January, 2014

Criminal Justice Treatment Account

Criminal Justice Treatment Account (CJTA) funds are awarded to counties on a biennial basis.

No more than 10% of the CJTA and no more than 10% of the Drug Court award may be spent on BARS 566.11 for County Only Administration.

No more than 10% of the CJTA and no more than 10% of the Drug Court award may be spent on BARS 566.11 for Drug Court Administration.

County participation match programs include State Grant-in-Aid, Federal SAPT Grant-in-Aid, and CJTA.



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

REQUESTED MEETING DATE:
January 13, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: DEPT OF PUBLIC WORKS	DIVISION (if applicable): FAIR
OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: <i>[Signature]</i>	DATE: 1/7/15
NARRATIVE OF REQUEST	
Pacific County Fair requests Board of County Commissioners to approve and sign Amendment No. 1 to the Employment Agreement for the Maintenance Manager of the Pacific County Fair with Steve Stigar.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

AMENDMENT No. 1
to the EMPLOYMENT AGREEMENT for the
MAINTENANCE MANAGER

THIS AMENDMENT No. 1 formally amends the Employment Agreement made and entered into effective the 1st day of January, 2014, by and between the Board of Pacific County Commissioners ("BOARD") through its Director of Department of Public Works ("DIRECTOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Steve Stigar, ("MAINTENANCE MANAGER"), by revising Section III. COMPENSATION and Section VI. TERM/TERMINATION as follows:

III. COMPENSATION

For services rendered pursuant to this amended agreement, the COUNTY will provide the MAINTENANCE MANAGER with a monthly salary beginning January 1, 2015 of One Thousand Two Hundred and Thirty Five Dollars (\$1,235). Annual salary reviews will take place as part of the COUNTY's normal budget process.

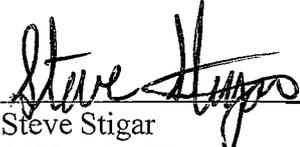
VI. TERM/TERMINATION

This AGREEMENT shall be deemed to have become effective the 1st of January 2015, and will continue in full force and effect through December 31st, 2015, both dates inclusive.

ALL OTHER PROVISIONS of the EMPLOYMENT AGREEMENT remain in full force and effect as per the AGREEMENT signed by both parties with the effective date of January 1, 2015.

IN WITNESS WHEREOF, the parties hereto have set their hands and the day so noted.

MAINTENANCE MANAGER



Steve Stigar 1-6-15
Date
SSN: On File

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

ATTEST:

Frank Wolfe, Commissioner

Clerk of the Board Date

Lisa Ayers, Commissioner

APPROVED AS TO FORM:



Prosecuting Attorney 1-7-14
Date

COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: DECEMBER, YEAR OF 2014

TOTAL EMPLOYEES: 182

TOTAL PAYROLL: \$923,113.49

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___13th___day of January 2015

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board

RECEIVED
PACIFIC COUNTY

JAN 06 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

**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, January 13, 2015, 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

125376 thru 125459 \$ 243,655.69

Warrants Dated: December 31, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED: *Rachel Patrick*
Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

DEC 31 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PROCEEDINGS

11:00 AM
Tuesday, December 30, 2014
Continued Meeting

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 11:00AM

Steve Rogers, Chair
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Mary Goelz, Health & Human Services Director
Sharon Block, Health & Human Services Asst. Director
Faith Taylor-Eldred, Community Development Director

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT-None

CONSENT AGENDA (Items 1-5)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable
county policies

Department of Community Development

**Approve Amendment #2 to Coastal MRC FY15 Award Contract #13-2109
with State of WA Department of Fish and Wildlife; authorize Chair to sign**

**Approve Amendments #1 to Coordinated Prevention Grant Agreements
#G1400331 and #G1400076 with State of WA Department of Ecology;
authorize Chair to sign**

General Business

Vendor Claims

Warrants Numbered 125293 thru 125375 - \$543,924.53

Warrants Numbered 125179 thru 125292 - \$258,203.80

**Approve Amendment #1 to Special Employment Agreement with
Jeff Nesbitt**

Approve regular meeting minutes of December 19, 2014

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the appointments of Marcus Lundy and Neil Wirkkala to Engineering Tech 3 Grade 10 Step 1 and Kathleen Ogilvie to Accountant, Grade 12 Step 2, all effective January 1, 2015, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the appointment of Tammy Engel to Code Enforcement Officer, Grade 12 Step 7, effective January 1, 2015, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Contract with U.S. Cellular and authorize Chair to sign, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF'S OFFICE

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve the appointment of Jesse Eastham, Deputy to fill vacant position, noting if Vance Johnson returns, Deputy Eastham will be laid off and all costs involved (overlap, severance pay, etc.) will be absorbed within the Sheriff's fy2015 budget, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve Public Official Bond for Renee Goodin for County Treasurer

Adopt Resolution 2014-064 authorizing budget category appropriation transfers

Approve the sale of county owned property by private negotiation in accordance with Chapter 36.35 RCW and authorize Management & Fiscal Analyst, Paul Plakinger to notify adjacent property owners

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

**Adopt Resolution 2014-065 establishing a short term loan to PACCOM
Member Agencies from Cumulative Reserve Fund 197**

Approve Contract for Services with Economic Development Council

**Confirm Chair's signature on Real Estate Excise Tax Supplemental
Statement and Real Estate Excise Tax Affidavit**

**Approve the appointment of Commissioner Steve Rogers as Chair and
Commissioner Frank Wolfe as Vice-Chair for 2015 for the Board of County
Commissioners and Local Board of Health**

EXECUTIVE SESSION – Not needed

ADJOURNED – 11:12AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)



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

REQUESTED MEETING DATE:

1/13/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCCA 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:

- | | | | | |
|------------------------------|----------------------------------------|-----------------------------------|-------------------------------------|------------------------------------------|
| <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: 1/5/2015

NARRATIVE OF REQUEST

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

Approve Amendment #1 to the Employment Agreement for the Deputy Director Public Health & Human Services, Katie Lindstrom

AMENDMENT No. 1
to the EMPLOYMENT AGREEMENT for the
DEPUTY DIRECTOR PUBLIC HEALTH AND HUMAN SERVICES

THIS AMENDMENT No. 1 formally amends the Employment Agreement made and entered into effective the 1ST day of September, 2011, by and between the Board of Pacific County Commissioners ("BOARD") through its Public Health and Human Services Director ("DIRECTOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Katie Lindstrom, ("DEPUTY DIRECTOR "), by revising Section III. COMPENSATION as follows:

III. COMPENSATION

For services rendered pursuant to this amended agreement, the COUNTY will provide the DEPUTY DIRECTOR with a monthly salary beginning January 1, 2015 of Five Thousand Six Hundred and Four Dollars (\$5,604). Beginning in January 2016 and each year thereafter during which this contract and any extensions are valid, the DEPUTY DIRECTOR 's monthly salary will be increased to reflect "cost of living adjustments" commensurate with those provided to other COUNTY non-represented employees.

ALL OTHER PROVISIONS of the EMPLOYMENT AGREEMENT remain in full force and effect as per the AGREEMENT signed by both parties with the effective date of January 1, 2015.

IN WITNESS WHEREOF, the parties hereto have set their hands and the day so noted.

DEPUTY DIRECTOR

 1-5-15

Katie Lindstrom
SSN: On File

Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Date

Prosecuting Attorney

Date



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

REQUESTED MEETING DATE:
 January 13, 2015

AGENDA REQUEST FORM

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

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
 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	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 1/7/15
NARRATIVE OF REQUEST	
<p>Request the Board approve the change in FTE for Tessa Clements, Administrative Assistant II from a 0.6 FTE to a 0.8 FTE. She is currently a Grade 9 Step 4. This increase in FTE was approved with the 2015 Budget and will not need a supplemental budget request.</p> <p><i>This will be effective January 1, 2015.</i></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:

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____

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
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	<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: 1-5-2015
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of county program agreement #1463-28911 with DSHS, Division of Behavioral Health & Recovery to provide continued coordination and implementation of the Positive Parenting Program (Triple P) in South Pacific County. This contract has a start date of December 15, 2014 and ends September 30, 2015. Total reimbursement for services is \$15,000. Please contact me at extension 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



COUNTY
PROGRAM AGREEMENT
Triple P

DSHS Agreement Number
1463-28911

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 Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1231	DSHS CONTRACT CODE 1000CC-63
------------------------------------------------------------------	-------------------------------------------------------------	---------------------------	---------------------------------

DSHS CONTACT NAME AND TITLE Scott Waller Program Coordinator	DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503
--------------------------------------------------------------------	----------------------------------------------------------------

DSHS CONTACT TELEPHONE (360) 725-3782	DSHS CONTACT FAX (360) 586-0341	DSHS CONTACT E-MAIL scott.waller@dshs.wa.gov
------------------------------------------	------------------------------------	-------------------------------------------------

COUNTY NAME Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-
-------------------------------	----------------------------------------------------------------------------------------------

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? Yes	CFDA NUMBERS 93.958
-----------------------------------------------------------------------------	------------------------

PROGRAM AGREEMENT START DATE 12/15/2014	PROGRAM AGREEMENT END DATE 09/30/2015	MAXIMUM PROGRAM AGREEMENT AMOUNT \$15,000.00
--------------------------------------------	------------------------------------------	-------------------------------------------------

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): Exhibit A - Data Security Requirements ; Exhibit B
 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 BHSIA Contracts	DATE SIGNED

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "DBHR" means the Division of Behavioral Health and Recovery.
- b. "DSHS" means the Washington State Department of Social and Health Services.
- c. "Triple P" means the Positive Parenting Program.

2. **Purpose.**

The purpose of the Contract is to provide Triple P Services to impact seriously emotionally disturbed youth or severely mentally ill adults and other around them in their communities, as described in Exhibit B from December 15, 2014 through September 30, 2015.

3. **Statement of Work.**

The County shall provide Triple P services beginning December 15, 2014 through September 2015 as described in Exhibit B.

4. **Consideration.**

The maximum consideration for the Contract is \$15,000 from the Mental Health Block Grant, CFDA 93.458.

5. **Performance Based Consideration.**

The Contractor shall receive \$1,000 if the participation in peer support networks exceeds required 80 percent of trainers active at the time the Contract is signed.

6. **Billing and Payment.**

- a. **Invoice System.** The County shall submit invoices 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 properly completed invoices which shall be submitted to Scott Waller, DBHR PO Box 45330, Olympia, WA 98504-5330 by the County not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Contract Contact of the properly completed invoices. 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.

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

Special Terms and Conditions

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
- (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
- (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
- Physically Secure the portable device(s) and/or media by
- (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

Special Terms and Conditions

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single

Special Terms and Conditions

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Special Terms and Conditions

Exhibit B

Positive Parenting Program (Triple P) Demonstration Project Statement of Work December 15, 2014 – September 30, 2015

1. Program Coordination and Planning.

- a. Develop and implement peer support network comprised of trained Triple P providers. Peer support network will meet at least once every two months to discuss barriers, solutions, improve networks, building relationships. The goal is to have participation in the Peer Support Network (PSN) by 80 percent currently active trainers.
- b. Submit an updated sustainability plan by January 31, 2015. This may include involving diverse stakeholders or the community coalition as a strategic implementation team, identifying ongoing sources of funding support for service delivery, etc.
- c. Recruit participants and coordinate travel to ensure additional, locally identified, training needs are met.
- d. Participate in bi-monthly coordinator meetings to be scheduled by Triple P project staff following discussion with Triple P community coordinators.
- e. Work with Triple P project staff to plan and coordinate one site visit during the Contract period. Specific expectations for site visits will be distributed to sites a minimum of one month in advance of the scheduled site visits. Additional site visits may be scheduled, as necessary.

2. Program Implementation.

- a. Support the appropriate delivery of Triple P services by currently trained and certified providers in the community and from providers who receive training through this project.
- b. Facilitate participation in training to increase capacity of community implementation, especially among: 1) Physicians, physician's assistants, nurse practitioners; 2) Public health nurses; 3) Indian health service providers; 4) Home visiting providers.
- c. For new trainees, "participation in training" means completing 95% of the hours for the specific training and certification, e.g., if a training takes 30 hours, participation in 28.5 hours would be required and if four hours of certification is offered, participation in 3.8 hours of the certification session would be required.
- d. Obtain approval from project manager, prior to incurring any costs, for changes in program implementation from the currently accepted Operations & Sustainability Guide. The agreed-upon changes will take effect when the appropriate Operations and Sustainability Guide changes are submitted and accepted.
- e. Implement Level 1 community awareness efforts in communities.

3. Evaluation.

- a. Coordinate all evaluation efforts with project evaluator.
- b. Collect and report evaluation information according to a schedule described by project evaluator

Special Terms and Conditions

- c. The use of project funds for evaluation information and techniques for other non-profit evaluation or reporting entities must be approved in advance by project manager.
- d. Ensure that a minimum of 70-percent of Triple P provider surveys sent to this community's providers are collected and returned to the program evaluator, Sue Kerns, Ph.D., at the University of Washington's Evidence-Based Practices Institute (EBPI) by September 30, 2013. Surveys will be sent to currently active providers and to individuals who receive training through this new project.

4. Deliverables.

Deliverables by January 31, 2015	
<ul style="list-style-type: none"> • Approval of updated sustainability plan. • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements. 	Actual expenses up to \$1,555
Deliverables by February 28, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,555
Deliverables by March 31, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,555
Deliverables by April 30, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Arrange for training of Triple P providers in the community to meet community's identified training needs. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,555
Deliverables by May 31, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,556
Deliverables by June 30, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,556
Deliverables by July 31, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,556
Deliverables by August 30, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. 	Actual expenses up to \$1,556

Special Terms and Conditions

<ul style="list-style-type: none"> • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	
Deliverables by September 31, 2015	
<ul style="list-style-type: none"> • Organize and implement peer support network meetings for active Triple P facilitators. • Participate in all required meetings for Triple P. • Complete all required reporting and evaluation requirements.. 	Actual expenses up to \$1,556
Sub-total for this Task Order	\$14,000
Reaching Performance Measure	\$1,000
Maximum Considerations for this Task Order	\$15,000

5. Reporting.

a. Submit a report, according to the schedule below regarding Triple P activities occurring in the community. Each report shall identify and explain:

- (1) All required evaluation information for the period of service. Level 1 community awareness efforts, including numbers of materials distributed. Any materials developed or distributed as part of the Level 1 effort shall be submitted with the report;
- (2) Level 2-3 services delivered by physicians, physicians assistants and nurse practitioners;
- (3) Level 2-3 services delivered by others in the community;
- (4) Level 4 services delivered either by behavioral health services or by others in the community;
- (5) Level 5 services delivered either by behavioral health services or by others in the community;
- (6) Other Triple P-related services delivered during the reporting period;
- (7) All Triple P-related materials (tip sheets, workbooks, etc.) distributed to providers;
- (8) Status of PSN groups – using online form to be developed by project evaluator and project manager;
- (9) Any service delivery barriers as identified by all Triple P providers.

b. Reporting schedule:

Reporting Months	Report Due
December 2014, January and February 2015	March 31, 2015
March, April, May 2015	June 30, 2015
June, July 2015	August 31, 2015
August, September 2015 and overall final report	October 31, 2015



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:

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____

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:

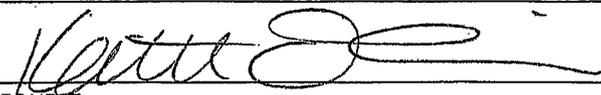
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<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<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

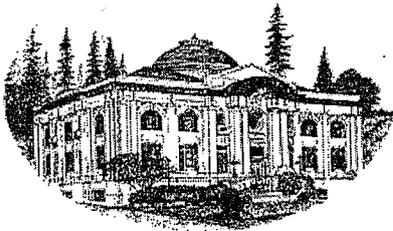
SIGNATURE:  DATE: January 6, 2014

NARRATIVE OF REQUEST
 Requesting approval and signature on the 2015 Millage Mini Grants awarded as follows:

*Willapa Valley School District- \$2000	*NAMI Pacific County- \$614
*Coast Rehabilitation Inc.- \$3525	*Willapa Behavioral Health (3 projects)- \$7200
*South Bend School District (3 projects)- \$3490	*Raymond School District- \$700
*Boys & Girls Club (3 projects)- \$2198	*Wahkiakum County- \$2500

As a reminder, Millage funds are spent to support programs that benefit individuals with mental health or developmental disabilities. Total award for 2015 is \$22,227. This is budgeted and will not require a supplemental. Please contact me at 2648 with any questions. Thank you!

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



PACIFIC COUNTY COURTHOUSE
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PACIFIC COUNTY

Public Health and Human Services Department

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Naselle
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North Cove/Tokeland
(360) 267-8343

To: Chuck Huber, Coast Rehabilitation
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Social Recreation (\$3525)

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 met at 360-642-9300 ex 2648.

Thank you!

Contract # Millage-2015 Coast Rehabilitation Inc.

THIS AGREEMENT is made and entered into this the _____ day of _____, 20____ by and between **Pacific County**, hereinafter referred to as "County," and **Coast Rehabilitation Inc.**, 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- Social Recreation. The effective dates for this agreement shall begin January 1, 2015 and end December 31, 2015. 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, 2015. 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 15th 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 10, 2016, will not be paid.**
2. **STATEMENT OF WORK**: Program expectations will be completed as outlined in Attachments B.
3. **BUDGET**: The budget shall be \$3525 for the Social Recreation Program.
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

Lisa Ayers, Chair

Agency Tax Identification Number

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM:

ATTEST:

Pacific County Prosecuting Attorney

Clerk of the Board

Date

Mark McClain

Date

Attachment A- Invoice (complete one invoice for each millage award you are requesting reimbursement from)

Month/Year:

Agency Name & Mailing Address:

Narrative- please describe what happened, how many individuals were served, goals met, and any other outcomes resulting from program:

Previous amount requested to date (cumulative): _____

Description	Amount Requested

Total request for this month: \$ -

Total Amount Awarded (enter amount for this award):
Total Requested to date (including this month) \$ -
Remaining Balance \$ -

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 invoices along with supporting documentation to:
 Pacific County Health & Human Services
 Attention: Kathy Langbraaten
 PO Box 26
 South Bend, WA 98586
No later than the 15th of the day following the month of service

Social and Recreational Activities

Purpose and Project Description: To offer one outing per month for 2015, for individuals with Developmental Disabilities in Pacific County. Trained staff will coordinate with individuals and their family to participate in these activities. The attached calendar lists the activities which will be offered. Coast Rehabilitation Services currently provides services in Pacific County with group and support employment. Our goal is to provide additional services and support for persons with developmental disabilities in social and recreational activities. Please see attached calendar of activities.

Needs Statement: Individuals with developmental disabilities in Pacific County, have few opportunities to participate in social and recreational activities. These social and recreational activities will be an opportunity for individuals to make new friends, experience new activities, develop new interests, establish natural supports and help become a member of their local community.

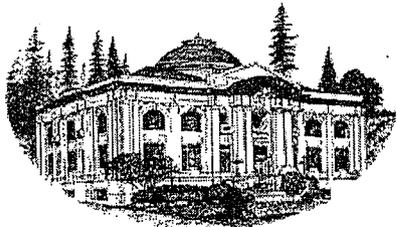
Project Timeline and Organization:

Date	Event
January	Bowling-Astoria
February	Bowling-Astoria
March	Bowling-Astoria
April	Bingo-Long Beach
May	Loyalty Days-Long Beach
June	Bowling-Astoria
July	Abiliski
August	Kite Festival-Long Beach
September	Bowling-Astoria
October	Cranberrian Fair
November	Bowling
December	Holiday Party-Bowling

CRS will coordinate the activities

Project Target: Any individual in South Pacific County with Developmental Disabilities will be offered the opportunity to Participate.

Goals and Objective: To help give a sense of community and what it has to offer to everyone. Developing Natural supports, community inclusion and complete integration into the community. A sense of belonging is sometimes missing for individual with Developmental Disabilities and by participating in the community, that sense becomes easier.



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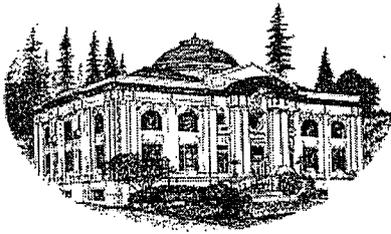
To: Barbara Bate, NAMI
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Family to Family Program (\$614)

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!



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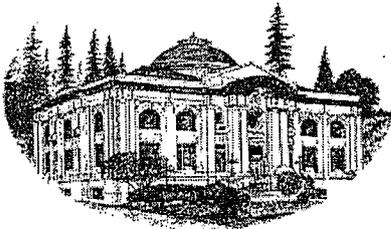
To: Lindsey Owen, Counselor
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Girls Circle & Boys Council (\$700) - for the snacks and supplies portion of the request. We will put you in touch with Boys & Girls Club who is willing to lend the curriculum for your use.

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!



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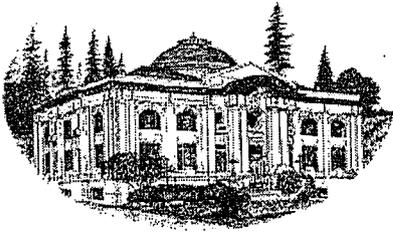
To: Amy Nelson, Joel Bale, and Mike Smith, South Bend School District
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Youth Mental Health First Aid- \$2065
- Special Education Life Skills- \$700
- Taproot Theatre Company- \$725

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!



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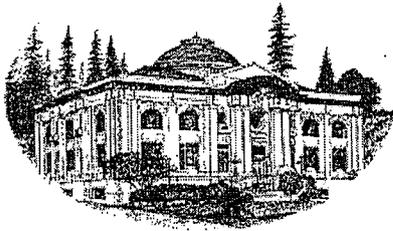
To: Ginger Hake, Chris Holmes, Wahkiakum County
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Cispus Leadership Project (\$2500)

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!



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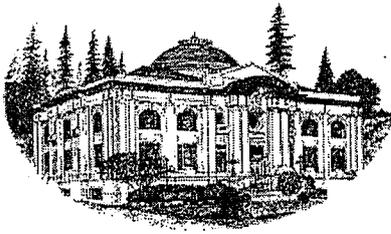
To: Geri Marcus, Kristin Clouse, Janet Darcher, Willapa Behavioral Health
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

We are pleased to inform you that the following 2015 Millage Mini-grants have been **PARTIALLY** funded as follows:

- Family Focus Parenting Program (\$2700)
- Jail Mental Health Assessments (\$3000)
- Wellness (\$1500)

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!



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To: Jamie Howell, Special Education Teacher- Willapa Valley School
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Transitioning from school to adulthood for students with special needs (\$2000)

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!



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To: Allie Friese, Executive Director, Boys & Girls Club of the Long Beach Peninsula
From: Katie Lindstrom, Deputy Director
Date: January 5, 2015
Subject: 2015 Millage Award

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

- Kids Run the Nation Running Club (\$610)
- Boys Council (\$794)
- Girls Circle (\$794)

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 met at 360-642-9300 ex 2648.

Thank you!



AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

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

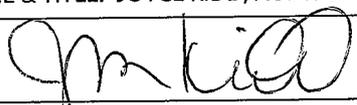
Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: AUDITOR

DIVISION (if applicable):

OFFICIAL NAME & TITLE: JOYCE KIDD, AUDITOR

PHONE / EXT: 3313

SIGNATURE: 

DATE: 01/05/2015

NARRATIVE OF REQUEST

REQUEST PERMISSION TO POST PAYROLL ACCOUNTANT .80 FTE

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:
01/13/2015

AGENDA REQUEST FORM

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

<p>BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED</p> <p><input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</p> <p><input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____</p> <p><input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____</p> <p><input type="checkbox"/> OTHER: _____</p>	<p>Agenda Item #: _____</p> <p>Initial: _____ Date: _____</p> <p>Review: <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Management <input type="checkbox"/> Legal</p>																									
<p>DISTRIBUTION LIST:</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> RF</td> <td><input type="checkbox"/> Assessor</td> <td><input type="checkbox"/> DPW</td> <td><input type="checkbox"/> PACCOM</td> <td><input type="checkbox"/> Superior Court</td> </tr> <tr> <td><input type="checkbox"/> CF</td> <td><input type="checkbox"/> Auditor</td> <td><input type="checkbox"/> EMA</td> <td><input type="checkbox"/> PC Fair</td> <td><input type="checkbox"/> Treasurer</td> </tr> <tr> <td><input type="checkbox"/> SEA</td> <td><input type="checkbox"/> Clerk</td> <td><input type="checkbox"/> Health</td> <td><input type="checkbox"/> Prosecutor</td> <td><input type="checkbox"/> Vegetation Mgmt</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Civil Service</td> <td><input type="checkbox"/> Juvenile</td> <td><input type="checkbox"/> SDC</td> <td><input type="checkbox"/> WSU Coop. Ext.</td> </tr> <tr> <td></td> <td><input type="checkbox"/> DCD</td> <td><input type="checkbox"/> NDC</td> <td><input type="checkbox"/> Sheriff</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<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
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court																						
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	<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: AUDITOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: JOYCE KIDD, AUDITOR	PHONE / EXT: 3313
SIGNATURE:	DATE: 01/05/2015
<p>NARRATIVE OF REQUEST</p> <p>REQUEST PERMISSION TO PURCHASE A RECORDING SERVER.</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:
 January 13, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initials: _____ 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"/> RI	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> GF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SPA	<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): Emergency Management
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: <i>Stephanie Fritts</i>	DATE: January 7, 2015
NARRATIVE OF REQUEST	
<p>Requesting signature on the contract for Mitigation Planning with BoldPlanning, the vendor selected for the Mitigation Planning Grant. Past Prosecuting Attorney Burke approved the form, and a copy was provided to current Prosecuting Attorney Mark McClain on January 7, 2015 for his review. The cost of this work is grant funded through contract E15-065 with WA State Emergency Management Division.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PACIFIC COUNTY
PO BOX 187
SOUTH BEND, WA 98586**

MITIGATION PLAN UPDATE PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") dated this ___ day of January 2015 is between Pacific County (County), 300 Memorial Drive, South Bend, WA 98586 and BOLDplanning (Consultant), 4515 Harding Pike Suite 325, Nashville, TN 37205.

TYPE OF AGREEMENT: Professional Services Agreement – Mitigation Plan Update

Whereas, Consultant is in the business of providing certain consulting services and is willing to provide such services to Pacific County; and

Whereas, Pacific County desires to utilize Consultant's services as provided for herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. General Terms and Conditions

The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

2. Scope of Work

Consultant shall provide the services set forth in Appendix B, attached hereto and Incorporated herein by reference ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter "Deliverables").

3. Period of Performance

The period of this Agreement shall be one year from the signing of this Agreement and shall automatically be renewed for successive 1-year periods subject to adjustments of costs and fees to be agreed upon in writing.

4. Fees and Payment

In consideration of Services performed hereunder, Pacific County shall pay Consultant in accordance with Appendix C.

Payment terms for the Agreement shall be in accordance with paragraph 8 of Appendix A.

5. Notice

Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, UPS or Federal Express, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

Stephanie Fritts, Director Pacific County Emergency Management Agency	Fulton Wold BOLDplanning
PO Box 27	4515 Harding Pike Suite 325
South Bend, WA 98586	Nashville, TN 37205
Phone: 360.875.9340	Phone (615) 469-5558
Fax: 360.875.9393	
Email: sfritts@co.pacific.wa.us	Email: fulton@boldplanning.com

6. Entire Agreement

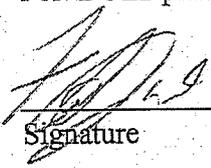
Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

In Witness Whereof, Pacific County and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

For: Pacific County

For: BOLDplanning, Inc.

Chair, Board of County Commissioners



Signature

Steve Rogers
Name (Typed or Printed)

Fulton Wold
Fulton Wold, President

Date

1/6/2015
Date

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney

APPENDIX A

GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES. Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

2. PACIFIC COUNTY RESPONSIBILITIES. PACIFIC COUNTY shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. Time is of the essence.

To the extent PACIFIC COUNTY has access to information relating to the Services to be performed, PACIFIC COUNTY shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment. Consultant shall be entitled to rely upon the Information provided by the PACIFIC COUNTY or PACIFIC COUNTY's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

3. COMMENCEMENT AND COMPLETION OF THE SERVICES. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. PROPRIETARY INFORMATION. This agreement is subject to the Public Records Act governed by RCW 42.56.

Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter.

Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with

the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

5. DELIVERABLES. Upon payment in full for the Services, and unless otherwise agreed ("Deliverables") shall be the property of PACIFIC COUNTY. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of PACIFIC COUNTY. PACIFIC COUNTY shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from PACIFIC COUNTY's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to PACIFIC COUNTY. At PACIFIC COUNTY's request and expense, Consultant will assist PACIFIC COUNTY in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, PACIFIC COUNTY acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant, and PACIFIC COUNTY agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

6. INDEMNIFICATION. Each Party (the "Indemnifying Party") shall defend, indemnify and save the other Party (the "Indemnified Party"), its officers, directors, agents, and employees harmless from and against any and all claims, liabilities, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits, or damages arising by reason of bodily injury, death or damage to a third party's tangible property sustained by any person or entity (whether or not a party to this Agreement) caused by or attributable to an action of gross negligence or willful misconduct of the Indemnifying Party or an officer, director, agent or employee of Indemnifying Party.

7. ACCEPTANCE. PACIFIC COUNTY shall have fourteen (14) days from the date each deliverable is made to PACIFIC COUNTY to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by PACIFIC COUNTY, shall be deemed accepted.

8. PAYMENT TERMS. Detailed invoices (travel, supplies, labor) will be submitted at the completion of each Deliverable and are due upon receipt. The total of invoices shall

not exceed \$52,400.00. Timely payment is a material part of the consideration for the performance of the Services. Time is of the essence.

In the event that invoicing or payment has not occurred in accordance with the terms of this Agreement, in addition to any other remedy, which County or Consultant may have under law or equity, County or Consultant may stop work immediately, without further duty, obligation, and/or liability.

9. CONTRACT CEILING PRICE. For time and material or unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that PACIFIC COUNTY may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not be required to perform the Services to the extent that such performance exceeds the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement.

10. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

11. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. HEALTH & SAFETY. PACIFIC COUNTY shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

13. CONFLICT OF INTEREST. PACIFIC COUNTY acknowledges that the Consultant provides similar services for a broad range of other organizations and jurisdictions and agrees that Consultant shall be free to work for other organizations and jurisdictions in matters that do not involve the use of any Proprietary Information that has been disclosed by PACIFIC COUNTY under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to PACIFIC COUNTY under this Agreement.

14. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. For the duration of this Agreement, Consultant will keep a back-up copy of all important documents related to the Project.

Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

15. CHANGED CONDITIONS. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

16. CHANGES TO THE SERVICES. PACIFIC COUNTY may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

17. DISPUTES. Differences between the Consultant and PACIFIC COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of PACIFIC COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or payment shall be decided by PACIFIC COUNTY's Contract representative or designee. All rulings, orders, instructions and decisions of PACIFIC COUNTY's contract representative shall be final and conclusive.

Any action at law, suit in equity, or judicial proceeding arising out of the Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

18. THIRD PARTY LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of PACIFIC COUNTY, such

person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the extent Consultant may be required, either by law or at the request of PACIFIC COUNTY, to provide such testimony, records, information, or assistance, PACIFIC COUNTY shall reimburse Consultant for the reasonable value of its services at its then prevailing rate for comparable work, based on the time expended, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

19. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee or agent of PACIFIC COUNTY. Consultant shall indemnify and hold PACIFIC COUNTY harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

20. NON-SOLICITATION OF EMPLOYEES. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

21. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

23. ASSIGNMENT/SUBCONTRACTS. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without PACIFIC COUNTY's consent.

24. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

25. GOVERNING LAW. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

The Consultant must comply with all applicable provisions federal law 44 CFR Part 13.36(i).

26. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

27. ADDITIONAL INSTRUMENTS. The parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the agreement as set forth herein.

28. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

29. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. The Rate Schedule (Appendix C)
- C. The Timeline/Tasks/Scope of Work (Appendix B)
- D. The General Terms and Conditions (Appendix A)
- E. Task Orders (if applicable)
- F. Other Contract Documents

30. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

31. OTHER. Neither Party shall disseminate or make use of any materials making reference to the other Party, without the other Party's written consent. Neither Party shall make any statements or promises relating to the other Party or its Services or any use of the other Party's name, which is not authorized in writing by the other Party.

32. TERMINATION. This agreement may be terminated at any time by either party provided the requesting party provides the other with 30 days written notice. In this event, PACIFIC COUNTY shall pay for services rendered through the date of termination. Either party may also immediately terminate this Agreement upon a material breach of this Agreement, with no further payment or service obligation.

APPENDIX B

Timeline/Tasks/Scope of Work

Consultant will perform Mitigation Plan Update Services as outlined in the response to the Request for Proposal published October 17, 2014, written by BOLDplanning and submitted to Pacific County Emergency Management Agency to include the following:

Project Timeline			
Deliverable	Tasks	Days	Dates
1	Organize Resources Recruitment of Planning Partners Refinement of Scope of Work Facilitate Kick-Off Meetings Collect New Data and Community Information Review Existing Plans	45	2/1/15 To 3/17/15
2	Assess Risks Verify Critical Facilities Update Jurisdictional Profiles Identify Hazards & Hazard History Calculate Future Probability Conduct Vulnerability Assessment Analyze Land Use & Development Trends Model Loss Estimates	90	3/18/2015 To 6/15/2015
3	Develop the Mitigation Plan Review Current Strategy Gaps Identify New Goals & Objectives Review NFIP & SFHAs Identify Mitigation Activities & Priorities Conduct STAPLE+E Analysis Update and Verify Plan Maintenance Program	60	6/16/2015 To 8/14/2015
	Implement the Plan & Monitor Progress Complete Public Forum Meetings Review Draft Plan to Pacific County Completion of Plan Comment Period Complete Public Draft Plan Presentation Submit to WAEMD & FEMA Revise if Necessary	30	8/15/2015 To 9/13/2015
4	FEMA Approval & Adoption	90	9/14/2015 To 12/12/2015
Total Project Time:		315 Days	

APPENDIX C

Compensation. Compensation for services will not exceed \$52,400.00 and shall be based as follows:

Cost Estimate	
Service Breakdown	Cost
Labor	\$45,900.00
Travel	\$4,000.00
Supplies	\$2,500.00
Total Project Cost	\$52,400.00
Deliverable Breakdown	Cost
Deliverable 1	\$13,100.00
Deliverable 2	\$13,100.00
Deliverable 3	\$13,100.00
Deliverable 4	\$13,100.00
Total Payment to Contractor	\$52,400.00

Compensation to the Consultant will be made based on invoices as outlined in Appendix A, Section 8 with PACIFIC COUNTY withholding payment on the final invoice pending final approval of the plan by Washington State and FEMA, subject to available grant funding.

**Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Sub-Grantee Name and Address: Pacific County Emergency Management Agency P.O. Box 101 South Bend, WA 98586-0101		2. Total Grant Amount: \$60,000.00 \$45,000.00 F; \$15,000.00 L		3. Grant Number: E15-065	
4. Sub-Grantee Contact, phone/email: Stephanie Fritts, 360-875-9340 sfritts@co.pacific.wa.us		5. Grant Start Date: July 13, 2013		6. Grant End Date: January 9, 2016	
7. Department Program Manager, phone/email: Timothy Cook (253) 512-7467 tim.cook@mil.wa.gov		8. Data Universal Numbering System (DUNS): 084604016		9. UBI # (state revenue): 254-000-662	
10. Funding Authority: Washington State Military Department (the "Department"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: EMS-2014-PC-0007		12. Program Index # 733CJ	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.047 (PDM)		14. TIN or SSN: 91-6001356
15. Service Districts: (BY LEGISLATIVE DISTRICT): 19th (BY CONGRESSIONAL DISTRICT): 3rd		16. Service Area by County(ies): Pacific County		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract 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. Contractor 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. Contractor 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 checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: FEMA's Pre-Disaster Mitigation (PDM) program provides grants to states and communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters. Title: Pacific County Hazard Mitigation Plan Update . To provide funds to the Sub-Grantee for the herein proposed project as noted in Attachment 3 - Certification and Assurances, Attachment 4 - Statement of Work and/or Description of the Project, Attachment 5 - Project Development Schedule, Attachment 6 - Project Budget, and the FEMA approved project application, each of which are incorporated herein by this reference.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Certification and Assurances (Attachment 3); Statement of Work and/or Description of Project (Attachment 4); Project Development Schedule (Attachment 5); Project Budget (Attachment 6); 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: 1. Applicable Federal and State Statutes and Regulations 2. Statement of Work and/or Project Description as outlined in FEMA approved Project Application 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the contract incorporated by reference.					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT: Signature: _____ Date: 10/28/14 Richard A. Woodruff, Contracts Administrator Washington State Military Department			FOR THE SUB-GRANTEE: Signature: _____ Date: 9/22/14 Steve Rogers, Chair Approved @ 9/19/14 Pacific County Board of Commissioners meeting		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 1/28/2014 Assistant Attorney General			APPROVED AS TO FORM: Signature: _____ Date: 9/22/14 David J. Bunker		

Form 1/16/2014 ml



REQUESTED MEETING DATE:

January 13, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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 Juvenile Court	DIVISION (if applicable): Juvenile
OFFICIAL NAME & TITLE: J. Wayne Leonard, Juvenile Court Administrator	PHONE / EXT: 3350
SIGNATURE: <i>J Wayne Leonard</i>	DATE: 12/29/2014
NARRATIVE OF REQUEST	
APPROVAL TO BUY A COMPUTER FOR SHANNON PETTIT, AS APPROVED IN THE 2015 BUDGET.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



REQUESTED MEETING DATE:

1/13/2015

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Initial: _____ Date: _____

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):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: <i>Amanda Bennett</i>	DATE: 12/16/2014

NARRATIVE OF REQUEST

The Lodging Tax Advisory Committee have submitted their recommendations for fy2015 funding. I have attached one contract for your review; all of the contracts have the same language with the exception of the amount funded and the scope of work.

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

Approve the Tourism Service Contracts as listed on attached sheet for fy2015

<u>ENTITY</u>	<u>2014 Funding</u>	<u>2015 Requests</u>	<u>2015</u> <u>Reccomendations</u>
Peninsula Saddle Club	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00
City of Ilwaco		\$ 1,000.00	\$ -
Water Music Festival	\$ 2,000.00	\$ 2,250.00	\$ 2,000.00
Sunday Afternoon Live	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Pacific County Fair	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00
NW Carriage Museum	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Tokeland NC Chamber	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Pacific County EDC	\$ 10,000.00	\$ 11,000.00	\$ 9,000.00
PC Historical Society/Museum	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
World Kite Museum	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
Columbia Pacific Heritage Museum	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Pacific County Sheriff's Office	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00
Willapa Harbor Chamber	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Pacific County General Admin	\$ -	\$ 1,195.00	\$ -
Ocean Park Area Chamber	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00
Ilwaco Charter ASSN	\$ -	\$ 1,000.00	\$ -
Finnish American Folk Festival		\$ 500.00	\$ 500.00
LB Peninsula Visitors Bureau	\$ 127,000.00	\$ 133,350.00	\$ 132,500.00
Contingency	\$ -		\$ -
TOTAL	\$ 300,000.00	\$ 314,595.00	\$ 300,000.00
Udpated 10/24/2014			

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Finnish American Folk Festival

Contract Reference: TDF106:FAFF2015

THIS AGREEMENT is made by and between the Finnish American Folk Festival, P O Box 156, Naselle, Washington 98638. (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Five Hundred dollars (\$500) has been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2015 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: ***"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106."***

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Monday, December 21, 2015. Any invoices submitted after this date will not be paid.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of the Agreement's expiration) a final report demonstrating the impact they had on tourism with the funds that were granted.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** In accepting this Agreement, the ORGANIZATION, 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 ORGANIZATION 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 ORGANIZATION, 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.

9. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

10. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2015 and will continue through the 31st day of December 2015, both dates inclusive, unless sooner terminated or extended as provided for herein.

11. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

12. **SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

13. **SEVERABILITY:** In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement 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.

14. **DISPUTE RESOLUTION:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute by majority vote. The team shall consist of (a) a representative appointed by the COUNTY, (b) a representative appointed by the ORGANIZATION, and (c) a third party mutually agreed upon by the two (2) appointed representatives. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

16. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9337

For the ORGANIZATION: Faith Penttila, Co-Treasurer
Finnish American Folk Festival Association
P.O. Box 156
Naselle, WA 98638
Telephone: 360/751-1565
Fax: 360/484-3209

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Finnish American Folk Festival Assoc.

Board of County Commissioners
Pacific County, Washington

Print Name Title

Chairman

Signature Date

Commissioner

ATTEST:

Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

APPROVED AS TO FORM:

Mark McClain
Pacific County Prosecuting Attorney

Signature Date

ATTACHMENT A: SCOPE OF WORK

2015 Promotion of Naselle Area and/or Finn Fest to Potential Tourists Residing Out of Area (outside Pacific County):

<u>Activity:</u>	<u>Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Print Ads	12	\$500
<i>*NOTE: ads must be placed more than 50 miles out of Pacific County</i>		
		Total: <u>\$500</u>



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

REQUESTED MEETING DATE:
 1/13/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/30/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve renewal of Public Official Bonds for Sheriff Scott Johnson, Clerk of Superior Court Virginia Leach, Assessor Bruce Walker, North District Court Judge Betsy Penoyar, South District Court Judge Doug Goelz, and Commissioner Lisa Ayers; and Verification Certificate for County Engineer Mike Collins.	



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

REQUESTED MEETING DATE:

1-13-15

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: General Administration	DIVISION (if applicable): Housing
OFFICIAL NAME & TITLE: Kathy Spoor	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 1-6-15
NARRATIVE OF REQUEST	
<p>Attached for your consideration is a contract with the Joint Pacific County Housing Authority. This contract provides recording fee funds to assist with the implementation of the County's Ten Year Plan to Reduce Homelessness. Funds are used to support development costs for new low income housing, and to support current low income housing programs at the Pearl in South Bend and the Eagles Apts in Raymond. This contract was included in the 2015 budget request.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to Approve Contract for Services between Pacific County and the Joint Pacific County Housing Authority (JPCHA) in the amount of \$170,000 subject to adequate budget appropriations.</p>	

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE JOINT PACIFIC COUNTY HOUSING AUTHORITY

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Joint Pacific County Housing Authority – 1207 Commerce Avenue, Longview, Washington 98632-3026 (the “RECIPIENT”).

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor’s Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2013 Fund No. 127 budget to support a variety of low and moderate income housing programs; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 127 to the Joint Pacific County Housing Authority requires entering into a contract for services; and

WHEREAS, the Joint Pacific County Housing Authority Board has entered into an agreement with the Longview Housing Authority to provide administrative support and serve as their fiscal agent,

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

One Hundred Seventy Thousand Dollars (\$170,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with provision of services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount.

2. **USE OF FUNDS and SCOPE OF WORK**

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness in

keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source
Subcontract to CSN to provide Supportive Housing Services for Residents at the Pacific Pearl	\$10,000	Homeless
Predevelopment/Development for new, or preservation of existing low income housing projects	\$140,000	½ Affordable \$70,000 ½ Homeless \$70,000
Eagles Apt Maintenance and Operation Subsidy	\$20,000	Affordable
TOTAL	\$170,000	Homeless \$80,000 Affordable \$90,000

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged One Hundred Seventy Thousand Dollars (\$170,000) to assist the RECIPIENT to implement the three activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

10. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes

liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

- B. The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

11. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2015 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

16. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(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.

17. **DISPUTE RESOLUTION**

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 hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT:

Chris Pegg, Executive Director
Joint Pacific County Housing Authority
1207 Commerce Avenue
Longview, WA 98632-3026

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
Joint Pacific County Housing Authority

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Christian M Pegg Executive Director
(Name, Title)

Steve Rogers, Commissioner

ATTEST:

Robert Ayers, Senior Accountant 12/31/14
(Name, Title) Date

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM:

ATTEST:

Mark McClain
Prosecuting Attorney

Marie Guernsey
Clerk of the Board



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

REQUESTED MEETING DATE:
 1-13-15

AGENDA REQUEST FORM

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

Agenda Item #: _____

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): Housing
OFFICIAL NAME & TITLE: Kathy Spoor	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 1-6-15
NARRATIVE OF REQUEST	
Attached for your consideration is a contract with Crisis Support Network (CSN). This contract provides recording fee funds to assist with the implementation of the County's Ten Year Plan to Reduce Homelessness. Funds are used primarily for emergency housing services and serve as match for the State Consolidated Homeless Grant. This contract was included in the 2015 budget request.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Move to Approve Contract for Services between Pacific County and CSN in the amount of \$73,346 subject to adequate budget appropriations.	

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
CRISIS SUPPORT NETWORK

THIS CONTRACT is made between Pacific County – P.O. Box 6, South Bend, Washington, 98586 (the “COUNTY”), and Crisis Support Network – Tax ID- 91-1258998- P.O. Box 311, Raymond, Washington 98577 (the “RECIPIENT”).

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor’s Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, Pacific County Ordinance 154 passed in 2003, established the Joint Pacific County Housing Authority; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2012 Fund No. 127 budget to support a variety of low and moderate income housing programs; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested the transfer of recording fees from Pacific County Fund No. 127 to the RECIPIENT to serve as local matching funds for the consolidated homeless grant; and

WHEREAS, transfer of recording fees from Pacific County Fund 127 to another agency requires entering into a contract for services; and

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

A total of Seventy Three Thousand Three Hundred Forty Six Dollars (\$73,346), has been pledged within the Pacific County Low Income Housing Assistance Fund No. 127 to provide the RECIPIENT with local matching funds for the consolidated homeless grant and for other services included within the County’s Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive

from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount.

2. **USE OF FUNDS and SCOPE OF WORK**

The RECIPIENT shall use these COUNTY funds solely as match for the consolidated homeless grant and to implement low and moderate income housing programs in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791, and the County's Ten Year Plan to Reduce Homelessness. Program participants must meet all eligibility requirements as outlined in the Department of Commerce's Guidelines for Consolidated Homeless Grant. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	PAYABLE	REPORTING REQUIREMENTS	Recording Fee Revenue Source
Consolidated Homeless Program Operations	\$12,000	Actual Costs Reimbursed	Conduct annual homeless count and housing inventory, prepare and submit reports to Dept of Commerce by the end of each calendar year Conduct community outreach to increase awareness of the program Submission of Invoice for Payment (Attachment C) and Quarterly "Activities and Narrative Report" – (Attachment A) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)	Homeless
Emergency Shelter and Homeless Prevention Assistance Funds can be used for up to 180 calendar	Total: \$61,346	Actual costs reimbursed	Submission of invoice for payment (Attachment B) and attached receipts	Homeless

days of combined shelter and prevention services. No more than 90 days can be used for emergency shelter				
Hotel/Motel Vouchers				
Rent or mortgage subsidies to prevent eviction First and/or last month's rent, security deposits, and screening fees				
Mediation program for landlord tenant disputes				
Utility payments for individuals or families who have received a termination of service notice.				
TOTAL	\$73,346			

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Seventy Three Thousand Three Hundred Forty Six Dollars (\$73,346), to assist the RECIPIENT with the required local match for the consolidated homeless grant so as to implement the activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Sections 1 and 2.

As a condition of payment the RECIPIENT shall demonstrate full compliance with all terms and conditions of the Washington State Department of Commerce Consolidated Homeless Grant Contract and the Department of Commerce's Guidelines for Consolidated Homeless Grant.

In the event the RECIPIENT fails or refuses to comply with any of the above mentioned requirements, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further County Low Income Housing Assistance Funds.

In the event the Consolidated Homeless grant funding is not awarded to the RECIPIENT, or the funding for this grant is reduced by the State Department of Commerce, the terms of this contract will be rendered null and void immediately. The RECIPIENT will be reimbursed for documented expenses related to activities listed in Table 1 up to, and including, the day notification is received from the Department of Commerce that the grant funding has been reduced or eliminated.

The RECIPIENT must have accounting procedures and controls in place to assure and certify that work to be performed and payment requested under this Contract does not duplicate any work to be charged against any other grant, subgrant, or other source.

Payment for allowable costs will be made within 30 days of receipt of all documentation listed in reporting requirements in Table 1 above.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.

- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INDEMNIFICATION/HOLD HARMLESS**

- A. Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, including cost of defense arising in whole or in part of, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities, and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, its officers, employees, agents, or subcontractors, or any other person for which the COUNTY is held liable, and (b) the RECIPIENT, its officers, employees, agents, subcontractors or any other person for which the RECIPIENT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

10. INSURANCE

- A. The RECIPIENT shall maintain and upon request of the COUNTY provide proof of;
- a. Occurrence based professional liability insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit per occurrence for the term of the CONTRACT.
 - b. Commercial General Liability insurance with limits no less than 1,000,000 per occurrence, \$2,000,000 general aggregate to cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and liability assumed under an insured contract. The COUNTY shall be named as an additional insured under the RECIPIENT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY.
- B. The RECIPIENT's insurance coverage shall be primary insurance as respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be excess of the RECIPIENT's insurance and shall not contribute with it. The parties agree that in the case that more than one of the parties is held jointly and/or severally liable for any losses, damages, claims, demands, suits, liabilities, and payments, including the cost of defense, that each party shall be responsible for its own declared percentage of liability, and that each liable party's percentage responsibility shall be primary to the COUNTY's liability.
- C. The RECIPIENT's maintenance of insurance as required by the CONTRACT shall not be construed to limit the liability of the RECIPIENT to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.
- D. Upon request the RECIPIENT shall furnish the COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements stated above before commencement of the work.
- E. The RECIPIENT 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.

11. ENTIRE CONTRACT

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

12. CONTRACT MODIFICATIONS

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December, 2015, unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

16. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(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.

17. **DISPUTE RESOLUTION**

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 hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

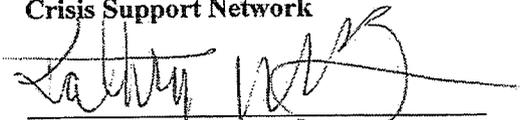
Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT:

Kathryn Burr, Executive Director
Crisis Support Network
P.O. Box 311
Raymond, WA 98577

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT on the _____ day of January 2014.

RECIPIENT
Crisis Support Network



Kathryn Burr, Executive Director

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Ayers, Chair

Steve Rogers, Member

Frank Wolfe, Member

APPROVED AS TO FORM:

Mark McClain, Prosecuting Attorney

ATTEST:

Marie Guernsey, Clerk of the Board

Attachment A

Consolidated Homeless Program
Quarterly Activities and Narrative Report

Attachment B

Consolidated Homeless Program
Payment Voucher

Crisis Support Network

PO Box 311

Raymond WA 98577

360-875-6702

Invoice Date
Services Provided through

Pacific County General Administration
PO Box 6
South Bend WA 98586
360-875-9334

Contract for Services with Pacific County Re: Consolidated Homeless Program Matching Funds
2015 Budget - \$73,346

Line Item	Approved Budget	Previously Reported	Current Request Amount*	Total Requested	Remaining Balance
Program Operations	12,000.00			-	12,000.00
Emergency Shelter and Homeless Prevention Assistance	61,346.00			-	61,346.00
	73,346.00	-		-	73,346.00
Total this Request			\$ -		

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct to the best of my knowledge. **See attached documentation for services provided.*

Kathryn Burr, Director



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

REQUESTED MEETING DATE:
1/13/2015

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

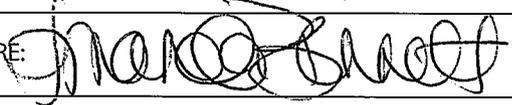
Review: Clerk of the Board
 Risk Management
 Legal

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):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 1/8/2015
NARRATIVE OF REQUEST	
Attached for your consideration is a contract for services with the Peninsula Poverty Response Team to provide outreach, planning and coordination for low income housing and services to prevent homelessness implemented wwithin the Pacific County Ten Year Plan. The total contract is \$19,000.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Contract of Services between Pacific County and the Peninsula Poverty Response Team in the amount of \$19,000 to provide services that support implementation of the County's 10 year plan to end homelessness	

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PENINSULA POVERTY RESPONSE TEAM

THIS CONTRACT is made between Pacific County (the "COUNTY"), and the Peninsula Poverty Response Team, (the "RECIPIENT").

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor's Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County's 2015 Fund No. 127 budget to support a variety of low and moderate income housing programs and programs to reduce and/or prevent homelessness; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 127 to the Peninsula Poverty Response Team requires entering into a contract for services; and

WHEREAS, the Peninsula Poverty Response Team is a registered non-profit organization in the State of Washington,

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

Nineteen Thousand Dollars (\$19,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with low and moderate income housing program services, and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount. Monthly billings will be submitted using the Monthly Billing Form (Attachment A) with back up documentation for expenses, and any required reporting.

2. **USE OF FUNDS, SCOPE OF WORK and REPORTING**

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to accomplish the goals of the Pacific County Ten Year Plan to End Homelessness in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source	Reporting Requirements
Project Homeless Connects	\$5,500	Homelessness	Narrative Report including number of attendees and # and type of supplies distributed Invoice (Attachment A) with attached backup documentation
Matching Funds and support for VISTA Volunteer	\$10,000	Homelessness	Quarterly reports of planning and coordination efforts Invoice (Attachment A) with attached backup documentation Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)ts
Strengthen Community Coalitions	\$3,500	Homelessness	Invoice (Attachment A) with attached backup documentation

			Quarterly reports of coalition strengthening activities and coordination efforts Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)
TOTAL	\$19,000		

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Nineteen Thousand Dollars (\$19,000) to assist the RECIPIENT to implement the activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records

and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INSURANCE COVERAGE**

- A. The RECIPIENT shall maintain and upon request of the COUNTY provide proof of;
 - a. Occurrence based professional liability insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit per occurrence for the term of the CONTRACT.

- b. Commercial General Liability insurance with limits no less than 1,000,000 per occurrence, \$2,000,000 general aggregate to cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and liability assumed under an insured contract. The COUNTY shall be named as an additional insured under the RECIPIENT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY.
- B. The RECIPIENT's insurance coverage shall be primary insurance as respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be in excess of the RECIPIENT's insurance and shall not contribute with it. The parties agree that in the case that more than one of the parties is held jointly and/or severally liable for any losses, damages, claims, demands, suits, liabilities, and payments, including the cost of defense, that each party shall be responsible for its own declared percentage of liability, and that each liable party's percentage responsibility shall be primary to the COUNTY's liability.
- C. The RECIPIENT's maintenance of insurance as required by the CONTRACT shall not be construed to limit the liability of the RECIPIENT to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.
- D. Upon request the RECIPIENT shall furnish the COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements stated above before commencement of the work.
- E. The RECIPIENT 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.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

10. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

11. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2015 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

16. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(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.

17. **DISPUTE RESOLUTION**

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 hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT:

Chairperson
Peninsula Poverty Response Team
PO Box 655
Ocean Park, WA 98640

Treasurer
Peninsula Poverty Response Team
PO Box 655
Ocean Park, WA 98640



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

REQUESTED MEETING DATE:
January 13, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: January 7, 2015
NARRATIVE OF REQUEST	
Please adopt a resolution specifying that certain special revenue funds shall be moved into the current expense fund as of January 1, 2015. This matter was addressed during the public hearing regarding the adoption of the fiscal year 2015 budget (the public hearing was held on December 19, 2014).	
RECOMMENDED MOTION	

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 #: _____

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): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 1/5/2015
NARRATIVE OF REQUEST	
10AM Public Hearing Open Public Hearing Swear in those wishing to testify or provide comment Close Hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Ordinance No. 102D amending Ordinance No. 102C relating to Excise Taxes on Real Estate Sales by imposing an additional quarter percent real estate excise tax	

**BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

ORDINANCE No. 102D

AN ORDINANCE AMENDING ORDINANCE No. 102C RELATING TO EXCISE TAXES ON REAL ESTATE SALES BY IMPOSING AN ADDITIONAL QUARTER PERCENT REAL ESTATE EXCISE TAX

Be it ordained by the Board of Pacific County Commissioners that Ordinance No. 102C be amended as follows:

Section 2. Real Estate Excise Tax – Capital Improvements

In accordance with RCW 82.46.035, and in addition to the current state and local excise tax on the sale of real property imposed by Ordinance 102D, there is hereby imposed an additional excise tax on each sale of real property located within the official boundary of Pacific County at the rate of one-quarter of one percent (0.25%) of the selling price to be collected by the County as prescribed in RCW 82.46.060.

Proceeds from this additional tax will be deposited into a separate account in the County Capital Improvements fund and expended as authorize by law under RCW 82.46.035.

This ordinance is effective the date of signing. The additional one-quarter real estate excise tax will be imposed April 1, 1015.

PASSED by the Board of Pacific County Commissioners meeting in continued session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the _____ day of December, 2014.

_____ AYE; _____ NAY; _____ ABSTAIN; _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ATTEST

Steve Rogers, Chairperson

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM

Mark McClain, Prosecuting Attorney



AGENDA REQUEST FORM

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

Agenda Item #: _____

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): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 1/5/2015
NARRATIVE OF REQUEST	
10AM or as soon thereafter as possible Public Hearing Open Public Hearing Swear in those wishing to testify or provide comment Close Hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Ordinance No. 175 relating to the implementation of a one-tenth of one percent sales and use tax for chemical dependency or mental health treatment and therapeutic court programs and services	

ORDINANCE NO. 175

AN ORDINANCE RELATING TO THE SALES AND USE TAX
FOR CHEMICAL DEPENDENCY OR MENTAL HEALTH TREATMENT AND
THERAPEUTIC COURT PROGRAMS AND SERVICES

WHEREAS, substance use disorders are a serious and treatable health problem known to impact directly or indirectly as many as 60% of Americans and mental illness is a serious and treatable health problem known to directly occur in more than 19 million Americans, the most serious and chronic conditions occurring in 3 to 5% of the population; and

WHEREAS, approximately 50% of individuals with severe mental disorders are also substance abuse disordered, and approximately 37% of alcohol abusers and 53% of drug abusers are also affected by serious mental illness; and

WHEREAS, individuals with co-occurring disorders (dually diagnosed mental illness and substance abuse disorders) are at high risk for negative outcomes, including hospitalization, overdose, violence, legal problems, homelessness, victimization, HIV infection, and hepatitis; and

WHEREAS, community children and youth are impacted by mental disorders, substance use disorders and co-occurring disorders both as the children of, and as individuals with, mental illness and/or substance abuse disorders, often with resulting negative impact on their health, ability to learn, home life and safety, social behavior, and emotional development; with concomitant impacts on education, juvenile justice, child and family, health, and mental health service systems; and

WHEREAS, services for individuals with co-occurring disorders cost nearly twice as much for clients with single disorders; and non-integrated parallel methods of treatment have proven to be ineffective; and

WHEREAS, treatment for individuals with co-occurring substance use and mental illness requires specialized care to meet the unique and often opposing needs of both disorders; and

WHEREAS, the Pacific County 1/10 of 1% Sales Tax Task Force provided data that showed an estimated 80% of crime in Pacific County is associated with substance abuse, 80% of those in jail struggle with addiction and 50% of the homeless adult have a substance abuse disorder; and

WHEREAS, Law and Justice system response to individuals with mental disorders, substance use disorders and co-occurring disorders represents a significant and costly problem throughout Washington State; and

WHEREAS, Pacific County citizens, through their property taxes, are paying for the cost of mental disorders, substance use disorders and co-occurring disorders through funding of courts, jails, emergency medical services, schools, hospitals and law enforcement personnel; and

WHEREAS, sales and use taxes are funding sources that affect citizens who do not own property in Pacific County, and apply as well to visitors to Pacific County, and, thus, would expand the potential revenue stream to address mental disorders, substance use disorders, and co-occurring disorder treatment; and

WHEREAS, recognizing the health, social, community and economic impact of mental disorders, substance use disorders and co-occurring disorders on Pacific County citizens as significant and negative, and desiring to achieve the goal of successful outcomes and recovery for individuals with mental disorders, substance use disorders and co-occurring disorders; and

WHEREAS, Chapter 82.14.460 (2) RCW authorizes the County Legislative Authority to authorize, fix, and impose a sales and use tax in addition to other taxes authorized by law with a rate not to exceed one-tenth of one percent; and

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Pacific County, Washington, that:

Section 1. Tax Imposed

There is hereby imposed by this ordinance a one-tenth of one percent sales and use tax, as the case may be upon every taxable event, as defined in Chapter 82.08 and 82.12 RCW, occurring within Pacific County. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to Chapters 82.08 and 82.12 RCW. This tax shall be in addition to any other sales and use tax imposed by the State of Washington and/or Pacific County.

Section 2. Applicability of Tax

The rate of tax imposed by this ordinance shall be applied to the selling price in the case of a sales tax or the value of the article used in the case of a use tax.

Section 3. Administration and Collection

The tax imposed by this ordinance shall be administered and collected in accordance with Chapter 82.14.050 RCW. The Chair of the Board of Pacific County Commissioners is hereby authorized to and directed to execute and sign contracts with the Washington State Department of Revenue that may be necessary to provide for the administration or collection of the tax.

Section 4. Establishment of Chemical Dependency/Mental Health Program Fund.

There is hereby created the Chemical Dependency/Mental Health Program within Health & Human Services Fund #118. Monies collected pursuant to this ordinance shall be deposited in this fund by the Pacific County Treasurer.

Section 5. Use of Funds.

Monies collected shall be used for allowable expenditures under Chapter 82.14.050 RCW.

Section 6. Administration of Fund.

The Fund shall be administered by the Board of County Commissioners through the County Administrative Officer (CAO). The CAO, with the help of the Pacific County Law & Justice Council and Pacific County Health & Human Services Department is hereby directed to prepare a six-year spending plan and an annual budget.

Section 7. Effective Date.

This ordinance shall be effective on the date of its passage.

Section 8. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance or the application of the provisions to other person or circumstances is not affected.

PASSED by the Board of Pacific County Commissioners meeting in continued session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the _____ day of December, 2014.

_____ AYE; _____ NAY; _____ ABSTAIN; _____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ATTEST

Marie Guernsey
Clerk of the Board

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM

~~David Burke~~, Prosecuting Attorney

DRAFT