

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

**Tuesday, August 11, 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 for items not on the agenda (*limited to three minutes per person*)

CONSENT AGENDA (Item A)

- A) Approve regular meeting minutes of July 28, 2015

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.

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

August 11, 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.

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

10:00 AM Assembly Permit for Willapa Hemp Festival

MEETINGS/WORKSHOPS *(held in the Commissioners Conference Room unless otherwise noted)*

12:00 PM Elected Officials Meeting

2:00 PM Workshop w/ Prosecutor

Call to Order

Public Comment for items not listed on the agenda *(limited to three minutes per person)*

CONSENT AGENDA (Items 1-7)

Department of Community Development

- 1) Approve appointment of Stacy Friscia, Environmental Health Specialist, effective July 31, 2015

Health & Human Services Department

- 2) Approve Amendment #16 to Agreement #1163-27318 with Department of Social & Health Services; authorize Chair to sign

Assessor's Office

- 3) Approve disposal of Dell computer workstation

Boards and Commissions

- 4) Approve reappointment of Doug Camenzind to Weed Control Board for another four year term

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) July 2015 payroll; total employees: 192; total payroll \$751,111.69
- 6) Vendor Claims:
Warrants Numbered 128177 through 128250 - \$148,248.25
- 7) Approve regular meeting minutes of July 28, 2015

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 8) Consider award of bid to BiltWise and to Total Electric for electrical portion of remodel project
- 9) Consider approval of Local Agency Agreement and Local Agency Project Prospectus #91280 for South Valley Road repairs and Local Agency Agreement and Local Agency Project Prospectus #96300 for Butte Creek Road repairs
- 10) Consider approval of Special Event Use Agreement for use of Morehead County Park; authorize Chair to sign

ITEMS REGARDING COUNTY FAIR

- 11) Consider award of Request for Proposals for Veterinary Services to Willapa Veterinary Services
- 12) Consider approval of the 2015 Fair concessionaires' contracts; confirm Fair Manager's signature

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 13) Consider approval of County Program Agreement #1563-42487 for Prevention Services with Department of Social & Health Services; authorize Chair to sign
- 14) Consider approval of Contract #2015-17 with Coastal Community Action Program for employment and program services in North County
- 15) Consider approval of Contract #2015-17 with Coast Rehabilitation Inc. for employment and program services in South County
- 16) Consider approval of Contract for School Nurse Services with Naselle-Grays River and Willapa Valley School Districts
- 17) Consider approval of request to purchase laptop computer
- 18) Consider approval of request to issue Request for Proposals for distribution of 0.1% Sales Tax for mental health and drug & alcohol treatment
- 19) Consider approval of County Program Agreement #1563-43868 for Chemical Dependency treatment services with Department of Social & Health Services; authorize Chair to sign
- 20) Consider approval of County Program Agreement #1563-45221 for Developmental Disabilities Services with Department of Social & Health Services; authorize Chair to sign

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

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ITEMS REGARDING TREASURER'S OFFICE

- 21) Consider adoption of Resolution 2015-041 authorizing indefinitely limited-years' tax-delinquency certificates in accordance with Chapter 84.64.050 RCW

ITEMS REGARDING VEGETATION MANAGEMENT

- 22) Consider approval of request to increase Richard Mark to \$18/hour and Richard Ashley to \$17/hour
- 23) Consider approval of Interagency Agreements with WA State Department of Agriculture #K1709 to eradicate Spartina; authorize Chair to sign, and #K1747 to control knotweed

ITEMS REGARDING CLERK'S OFFICE

- 24) Consider approval of Annual Maintenance Agreement with Jury Systems Inc.; authorize Clerk to sign

ITEMS REGARDING RISK MANAGEMENT

- 25) Consider approval of request to purchase computer workstation

ITEMS REGARDING BOARDS & COMMISSION

- 26) Consider approval of the Human Services Advisory Council name change, increase membership, and acknowledge By-Laws as adopted
- 27) Accept resignation of Doug Vial, "Business" Collector of tax member of the Lodging Tax Advisory Committee

ITEMS REGARDING GENERAL BUSINESS

- 28) Consider approval of Memorandum of Understanding with Teamsters Union Local 252; authorize Chair to sign
- 29) Consider approval of Snapshot Audit Agreement with SpyGlass; authorize Chair to sign
- 30) Consider approval of Quit Claim Deed related to the previously-approved Boundary Line Adjustment approved at the July 14, 2015 meeting

EXECUTIVE SESSION

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

PUBLIC HEARING 10:00AM

- 32) Consider approval of Assembly Permit for Willapa Hemp Festival

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

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PACIFIC COUNTY

New Employee / Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: FRISCIA, STACY Phone Number: 503-432-3913

Physical Address: [REDACTED]

Mailing Address (if different): _____

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____ Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: COMMUNITY DEVELOPMENT

Position Title: ENVIRONMENTAL HEALTH SPECIALIST

Phone/Ext.: X2658 Start Date: 7/31/2015

Union: Yes which? 367-C No Grade: 13 Step: 1

Monthly Hourly Pay Rate: \$ _____ Exempt from Overtime: Yes No

Position is:
Regular (1.00 FTE) Regular Part-Time _____ FTE Casual Temporary approx. end date: _____

Charge to BARS #: 116 . 380 . 514 . 21 . 10 (100 %)
_____. _____ . _____ . _____ . _____ (_____ %)
_____. _____ . _____ . _____ . _____ (_____ %)
_____. _____ . _____ . _____ . _____ (_____ %)

NOTE: Percentages must equal 100%.

Signature of hiring official [Signature]

Date 7/29/15

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____
L&I Code _____ SUTA Code _____ Yearly Hours _____



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 2

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 Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 7-27-2015
NARRATIVE OF REQUEST Requesting approval and signature of amendment #16 to agreement #1163-27318 with DSHS- Division of Behavioral Health & Recovery. This amendment moves funds on the A&R to accurately reflect treatment expenses by category during FY 2015. The Total Maximum Contract Amount is being decreased by \$22,808, from \$1,388,816 to \$1,366,008. The net decrease is due to an increase of \$4,092 of TANF funds, and a reduction of \$26,900 of CJTA funds as reflected on the attached Awards and Revenues. There are no program or other language changes to the contract. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #16 to Agreement #1163-27318 with DSHS	

Name of Contractor: DSHS- Division of Behavioral Health & Recovery

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
1163-27318- Amendment #16

Indicate type:

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

Contractor Type (check all that apply):

For-Profit Private Organization/Individual
 Non-Profit Public Organization/Jurisdiction
 State Sub-Recipient
 Federal Other

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

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

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

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

Services / Leases:

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: _____,XXX.XXX.XX.XX

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

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH: _____

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS: _____



COUNTY PROGRAM AGREEMENT AMENDMENT

DSHS Agreement Number

1163-27318

Amendment No.

16

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
06/29/2015

PROGRAM AGREEMENT END DATE
06/30/2015

PRIOR MAXIMUM PROGRAM AGREEMENT
AMOUNT
\$1,388,816.00

AMOUNT OF INCREASE OR DECREASE
\$-22,808.00

TOTAL MAXIMUM PROGRAM AGREEMENT
AMOUNT
\$1,366,008.00

REASON FOR AMENDMENT;
CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT

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): Exhibit B - Awards and Revenues

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)
Steve Rogers
Chairman

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE
BHSIA Contracts

DATE SIGNED

**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	\$43,672	\$63,284		\$106,956
	SAPT Treatment	\$12,748	\$31,168		\$43,916
	**SAPT Treatment-Resource Development	\$0	\$5,960		\$5,960
	SAPT Prevention	\$30,924	\$32,116		\$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)			\$92,262	\$92,262
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
	<u>STATE - SPECIAL PROJECTS</u>	\$6,563	\$10,655		\$17,218
334.04.6X	TANF Treatment Services	\$6,563	\$10,655		\$17,218
334.04.6X	CA Parents in Reunification	\$0	\$0		\$0
	<u>FEDERAL GRANTS</u>	\$19,275	\$0	\$0	\$19,275
333.97.78	*TXIX -Fed Waiver for DL and ADATSA clients ONLY	\$19,275	\$0		\$19,275
	Total Federal Funds	\$62,947	\$63,284	\$0	\$126,231
	Total State Funds	\$128,501	\$165,952	\$92,262	\$386,715
TOTAL ALL AWARDS		\$191,448	\$229,236	\$92,262	\$512,946

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.



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 3

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

Legal Required

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU 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: ASSESSOR'S OFFICE	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BEKCY NISSELL, CHIEF DEPUTY	PHONE / EXT: 2210
SIGNATURE: <i>Bekcy Nissell</i>	DATE: 8/5/2015
NARRATIVE OF REQUEST DISPOSAL OF ASSET #2998 (COMPUTER, DELL-LONG BEACH OFFICE); THIS HAS BEEN REPLACED BY A LONER FROM COMPUTER SERVICES DUE TO IT BEING OUTDATED	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve disposal of computer workstation in accordance with Personal Property Inventory Procedures & Policy	

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2998	DEPT/OFFICE: ASSESSOR
EQUIPMENT DESCRIPTION: COMPUTER, DELL-LB OFFICE	LOCATION: LONG BEACH
MODEL NUMBER: DELL, OPTIPLEX GX620	SERIAL NUMBER: HRYC29

IS THIS EQUIPMENT STILL FUNCTIONING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

DISPOSAL

DISPOSAL DATE: ON APPROVAL OF DISPOSAL	HOW DISPOSED: COMPUTER SERVICES TO HANDLE DISPOSAL
REASON FOR DISPOSAL: OUTDATED, NOT FUNCTIONING PROPERLY	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

TRANSFER DATE:	
TRANSFERRED FROM (DEPT/OFFICE):	TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to <input type="checkbox"/> dispose <input type="checkbox"/> transfer the above referenced inventory item was <input type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.
_____ Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.



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

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REQUESTED MEETING DATE:
08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
			Agenda Item #: <u>4</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____	Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____			<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			<input type="checkbox"/> Legal Required
<input type="checkbox"/> 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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE:	DATE: 8/4/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the reappointment of Doug Camenzind to the Weed Control Board for another four year term	

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: JULY, YEAR OF 2015

TOTAL EMPLOYEES: 192

TOTAL PAYROLL: \$751,111.69

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___11th___day of AUGUST 2015

Chairperson

Commissioner

Commissioner

Attest: _____
Clerk of the Board

RECEIVED
PACIFIC COUNTY

JUL 31 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, August 11, 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

128177 thru 128250 \$ 148,248.25

Warrants Dated: July 31, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Steve Patrick
Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

AUG 03 2015

**GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS**



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

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.
 REQUESTED MEETING DATE:
~~7/28/2015~~ 8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD // DEPUTY CLERK OF THE BOARD

Agenda Item #: XXXXIX 8

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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): Facilities
OFFICIAL NAME & TITLE: Andi Harland, Accounting Manager	PHONE / EXT: 2274
SIGNATURE:	DATE: 7/24/15
NARRATIVE OF REQUEST For the BOCC consideration, at this time DPW would like to move forward with the proposed remodel of the sever room. This project has 2015 budget approval for \$6,000 in the ER&R Computer fund. After soliciting 3 bids it has been determined that the required construction amount will not exceed \$8,000 incl. permitting and the possible requirement of a steel door. The low bid was BiltWise. Please see attached bids. Other bids received from Pacific Coast of Aberdeen in the amount of \$12,810 plus sales tax and from John Lupo Construction, Inc. of Aberdeen in the amount of \$21,768 plus sales tax Other electrical bids received from Bud's Electric of South Bend in the amount of \$2,338.17 and from John Lupo Construction of Aberdeen in the amount of \$3,000 (included in their total bid)	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Award bid for remodel of server room to BiltWise in an amount not to exceed \$8,000, subject to adequate budget appropriations Accept bid from Total Electric in the amount of \$2,296.86	



Project Proposal

May 26, 2015

To: Pacific County/Pacific County Courthouse
P.O. Box 66
South Bend, WA 98586
Project: Computer Room Expansion Att: Tim & Randy
e-mail: mcollins@co.pacific.wa.us

From: Biltwise Corporation
P.O. Box 266
Bay Center, WA 98527
Tele: 1-360-875-4114
e-mail: biltwise@willapabay.org

Bid #: 1125-05

License: BILTWC*99900

THIS AGREEMENT FOR CONSTRUCTION SERVICES, dated above, is made by and between Biltwise Corporation (the Seller) and (the Customer) named above. WHEREAS, Seller and Customer are in the proposal stages for a building improvement project including jobsite services, materials, products and labor as outlined below. Our proposal includes all the materials and labor scheduled below. In consideration of the premises and scope of project contained here, the parties agree as follows:

Schedule of Construction Materials & Labor Inclusions	Bid Amount
1) Tear out existing 2x4 wall partition, two doors & side-wall window.	
2) Remove all existing vinyl & misc. floor debris. (Note: County responsible for computer/servers relocation.)	
3) Sterilize floor with Bleach/Water mix & scrub floor to kill mold, mildew etc. (Work to be done after office hrs.)	
4) Provide & install Owens Corning rubberized membrane over floor. (Moisture block & condensation shield)	
5) Provide & install 6"x6"x1/8" wire grid work over floor & install 4 metal expansion joints.	
6) Setup perimeter concrete forms, set wire mesh grid & schedule Saturday concrete pour with office renovation.	
7) Pour an approximate 4" thick concrete slab over existing lowered floor with 6 Sak pear gravel mix.	
8) New floor & wall layout to match Pacific County supplied drawing. (Note: Floor raised only in server room.)	
9) Build a 20' +/- 2x4 corridor wall partition, split wall & two new door framed openings (Per approved layout.)	
10) Remove window & frame in opening, install P.T. sill plates to existing concrete floor for wall placements.	
11) Coordinate with County's sub-contracted Electrician any plugs, lighting & electrical circuit placements.	
12) Install R-11 fiberglass insulation in new wall partitions for sound & thermal retention.	
13) Provide & install 1/2" gypsum board on all sides of new framed wall partitions. (Ceiling left as is.)	
14) Drywall to be screwed 6" oc, fire taped, 3 mud coats & textured with orange peel over new wall areas.	
15) All drywall to be primed with BEHR latex primer & painted two coats with interior latex. (Color by County)	
16) Provide two new CODEL smooth fiberglass 2-Panel doors with 1 lock bore, thresholds & weather-stripping.	
17) Doors to be outswing type, left with wood grain finish or painted by County. (Note: Hardware by County)	
18) New 1x4 MDF casing & base to be supplied, primed, painted & installed in computer room.	
19) Provide & install a new commercial grade vinyl in computer room & glue down per specs.	
20) New flooring to be selected or approved by County. (Allowance of \$280 is included in total proposal amount.)	
21) Jobsite clean-up to include removal of renovation debris to onsite dumpsters.	
Total Project Proposal	\$4,455
State Sales Tax Tax Rate: 7.80%	\$347
Project Proposal & Tax	\$4,802

Submitted By

We respectfully submit the above Bid Proposal in the total amount stated including sales tax. All items noted in the above schedule are included in the final bid amount. Revisions, Change Orders and any verbal noted options are in addition to total bid amount. Final payment to be invoiced upon job completion. Biltwise agrees to pay prevailing wage to any workers involved with project. All invoices are due and payable within 10 days of Customer receipt. We hereby agree to provide the construction services above.

Jeff Strom

Biltwise Corp.

Customer Acceptance

I (We) have reviewed the above Project Proposal, material specifications, labor inclusions & project construction services. I understand this Bid Proposal only includes the items noted in the above schedule. I reserve the right to revise, change or update this bid any time prior to Biltwise ordering materials or starting jobsite construction. I agree additional cost over bid amount will become a Change Order that is in addition to above contract amount. I agree to terms of invoices, payment due dates and the final amount of: \$4,802

Pacific County Administrator
Pacific County Courthouse

+ elec

Date

+650 metal door



Total Electric LLC
 192 South Bend Palix Rd
 South Bend, WA 98586
 360.942.8881
 totalelectricwa@gmail.com

Pacific County Dept. Public Works
 P.O 66
 South Bend, WA 98586

Invoice#: 1313
 Invoice Date: 07/16/2015
 Due Date: 07/31/2015
 Customer ID: 31
 Contact: Mike Collins
 Phone#: (360) 875-9368 Ext.:
 Fax #: (360) 875-9377

Job: **Server Room Upgrade**
 Job#: 1179

Work Performed:

Item	Description	Qty	Price	Total
7497	Permit Commercial Alt/Add -4 Circuits	1.00	88.69 E	88.69
T100	Estimated Materials Cost	1.00	500.00 L	500.00
Material :				588.69
L140	Master Electrician Municipal Labor	22.00	70.00 H	1,540.00
Labor :				1,540.00
Taxable Subtotal :				2,128.69
Sales Tax @ 7.90%:				168.17
Estimate				\$2,296.86



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 9

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 Mgmt
 Legal Required

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	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: Michael Collins DATE: 8-05-15

NARRATIVE OF REQUEST

In the January 5, 2015 storm a federal declaration was approved. This declaration covers damage to only Major Collector roads and only damages that meet a \$5,000 threshold per site. Pacific County sustained damages on Butte Creek Road and South Valley Road from water over the roadways. Attached for completion of the paperwork and payment are pages 1-5 of the Local Agency Agreement and pages 1-3 of the Local Agency Project Prospectus. Total eligible for South Valley was \$27,416.40 and Butte Creek \$17,246.07.

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

Approve Local Agency Agreement and Local Agency Project Prospectus #91280 for South Valley Road repairs and Local Agency Agreement and Local Agency Project Prospectus #96300 for Butte Creek Road repairs and authorize Chair to sign



Prefix		Route	()	Date	8/5/2015
Federal Aid Project Number	ER1502	T250		DUNS Number	084604016
Local Agency Project Number	96300	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001356

Agency County of Pacific		CA Agency <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Butte Creek Road DDIR		Start Latitude	46.7403N	Start Longitude	123.7099W
		End Latitude	46.7421N	End Longitude	123.7103W
Project Termini From - To at MP 2.87 and MP 2.95			Nearest City Name Raymond	Project Zip Code (+ 4) 98577	
Begin Mile Post	End Mile Post	Length of Project		Award Type <input type="checkbox"/> Local <input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID 96300	Begin Mile Point	End Mile Point	City Number	County Number 025	County Name Pacific
WSDOT Region Southwest Region	Legislative District(s) 19		Congressional District(s) 3	Urban Area Number CWCOG	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	\$17,246.07		\$17,246.07	1/2015	
Total	\$17,246.07		\$17,246.07		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 12 foot	Number of Lanes 2 lane
The Butte Creek Road consists of two lanes - twelve feet in width.	

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

During the heavy rainfall and winds on January 5, 2015, water covered the roadway leaving mud and shoulder rock on the traveled road. The water washed away not only the shoulder rock, but moved the top mat of the chipsealed roadway. Pacific County road crew personnel signed the road for closure to the traveling public, removed the mud, shoulder material and top mat of chipseal to an approved site, replaced the shoulder rock. Pacific County road crew personnel placed hot mix asphalt by grader patch.

Local Agency Contact Person Michael W. Collins	Title Director of Public Works/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
		Zip Code 98586-0066

Project Prospectus Approval

By _____ Approving Authority

Title Director/County Engineer Date 8/5/15



**Washington State
Department of Transportation**

Agency County of Pacific

Address PO Box 66
South Bend, WA 98586

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Butte Creek Road No. 96300
Termini at MP 2.87 and MP 2.95

Length N/A

Description of Work

During the 1/5/15 storm event, Pacific County road personnel signed the road for closure to the traveling public, removed mud and shoulder material and top mat of chipseal to an approved site, and replaced the shoulder rock. Pacific County road crew personnel placed hot mix asphalt by grader patch. Work began 1/5/15 and was completed 1/8/15.

Project Agreement End Date

Proposed Advertisement Date N/A

Claiming Indirect Cost Rate

Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
100 % k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency	17246.07		17246.07
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	17,246.07	0.00	17,246.07
r. Total Project Cost Estimate (e+i+q)	17,246.07	0.00	17,246.07

Agency Official

By
Title

Washington State Department of Transportation

By
Director, Local Programs
Date Executed



Prefix		Route	()	Date	8/5/2015
Federal Aid Project Number	ER1502	T250		DUNS Number	084604016
Local Agency Project Number	91280	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001356

Agency County of Pacific	CA Agency <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title South Valley Road DDIR		Start Latitude	46.3662N	Start Longitude	46.3647N
		End Latitude	123.8054W	End Longitude	123.7880W
Project Termini From - To at MP 0.46 and MP 1.40			Nearest City Name Naselle		Project Zip Code (+ 4) 98638
Begin Mile Post	End Mile Post	Length of Project		Award Type <input type="checkbox"/> Local <input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID 96300	Begin Mile Point	End Mile Point	City Number	County Number 025	County Name Pacific
WSDOT Region Southwest Region	Legislative District(s) 19		Congressional District(s) 3		Urban Area Number CWCOG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	\$27,416.4		\$27,416.4	1/2015	
Total	\$27,416.4		\$27,416.4		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 12 foot	Number of Lanes 2 lane
The South Valley Road consists of two lanes - twelve feet in width.	

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

During the heavy rainfall and winds on January 5, 2015, water covered the roadway leaving mud and shoulder rock on the traveled road. Pacific County road crew personnel signed the road for closure to the traveling public, removed the mud and shoulder materials from the roadway using a backhoe and truck, removed the materials to an approved site, replaced the shoulder rock, cleaned the roadway, and cleared the cross culvert that plugged at MP 1.40.

Local Agency Contact Person Michael W. Collins	Title Director of Public Works/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
		Zip Code 98586-0066

Project Prospectus Approval

By *Michael Collins* Approving Authority

Title Director/County Engineer Date 8/5/15



**Washington State
Department of Transportation**

Agency County of Pacific

Address PO Box 66
South Bend, WA 98586

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name South Valley Road No. 91280
Termini at MP 0.46 and MP 1.40

Length N/A

Description of Work

During the 1/5/15 storm event, Pacific County road personnel signed the road for closure to the traveling public, removed mud and shoulder materials from the roadway using backhoe and truck, removed the materials to an approved site, replaced the shoulder rock, cleaned the roadway, and cleared the cross culvert that plugged at MP 1.40. Work began 1/5/15 and was completed 1/8/15.

Project Agreement End Date

Proposed Advertisement Date N/A

Claiming Indirect Cost Rate

Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
% b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
% f. Agency			
% g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
100 % k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency	27416.40		27416.40
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	27,416.40	0.00	27,416.40
r. Total Project Cost Estimate (e+j+q)	27,416.40	0.00	27,416.40

Agency Official

By
Title

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Meetings are held the 2nd
and 4th Tuesday of each
month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 10

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____

TIME: _____

Legal Required

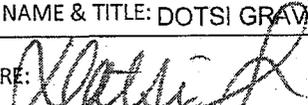
OTHER: _____

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU 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): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: 	DATE: 8/3/15
<p>NARRATIVE OF REQUEST</p> <p>The Parks Department requests the Board of County Commissioners to approve and sign the Special Event Use Agreement with Matthew Taron for use of Morehead Campground August 14-16, 2015. Insurance binder will be forwarded when received from Insurance company.</p> <p>Burn ban in effect, no camp fires as indicated in their application</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve the Special Event Use Agreement with Matthew Taron for use of Morehead County Park from August 14 through August 16, 2015, subject to submission of Certificate of Insurance and with the understanding that camp fires will not be permitted due to the burn ban being in effect, and authorize Chair to sign</p>	

**SPECIAL EVENT USE AGREEMENT
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 23rd day of July, 2015,
by and between the Pacific County, hereinafter referred to as the "COUNTY", and
Matthew Larson hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 250.⁰⁰ and the other considerations
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Morehead Park

Event Date(s): 8-14-2015 to 8-16-2015

THE COUNTY AGREES TO:

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

THE PERMITTEE AGREES TO:

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (Attachment A).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

I hereby request a waiver of the insurance requirements due to the nature of my event.

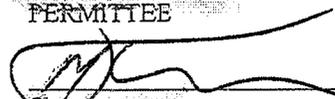
Request for waiver of the insurance requirements is hereby:

Approved Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, 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 PERMITTEE 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 PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE



Signature

Title

7/23/2015
Date

PACIFIC COUNTY
Board of County Commissioners

Chair

ATTEST:

Clerk of the Board

Date

Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include four (4) copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Fam. by Reunion
2. Description of event: Gathering of family at Camp Moreland.
Picnicking, kite flying, Crafts and Campfire.
3. Location of event: Morehead Park
4. Dates of event: 8-14-8-16-2015 Hours of operation: Noon 8-14 - Noon 8-16
5. Has the event been held previously? Yes Dates: Since 2005
6. Estimated attendance: 25-30
7. Name and address of Event Representative: Matt Teron
1631 Quasar Way NE Olympia, WA 98506
- Cell Phone Number: 360.359.8922 Office Number: _____
8. Emergency contact name and phone number: Larvon Jenks
360.259.0374

RESOLUTION 2010-035
ATTACHMENT A

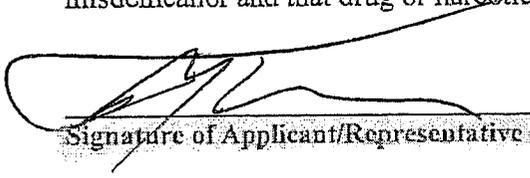
Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		/		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		/		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		/		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		/		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		/		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		/		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		/		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		/		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		/		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		/		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?		/		If yes, please attach a copy.
Will there be food served?		/		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		/		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?		/		If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		/		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?		/		A copy of the Certificate of Insurance must be attached or the application will not be considered.

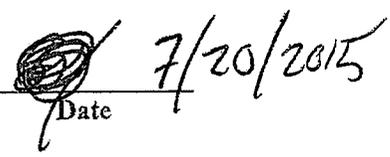
WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

 _____
Signature of Applicant/Representative

 _____
Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: _____ Contact #: _____

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 11

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____

TIME: _____

Legal Required

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

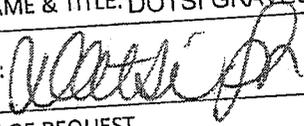
Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 8/3/15

NARRATIVE OF REQUEST

The Pacific County Fair submitted a Request for Proposals for Veterinary Services for the 2015 Pacific County Fair. One proposal was received from Willapa Veterinary Service, which was submitted on behalf of Dr. Ken Olsen of Willapa Veterinary Service, and Dr. Gina Lewis of Vettors Animal Hospital. The Fair requests permission to accept the Proposal and make a two year contract with said Drs. Olsen and Lewis.

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

Accept Proposal submitted by Dr. Ken Olson of Willapa Veterinary Service and enter into a two year contract, subject to Prosecutor and Risk Manager review and acceptance of Contract for Services

(360) 942-2321



230 Ocean Avenue
Raymond, WA 98577

We care about you and your pet.
Kenneth L. Olson, DVM

July 31, 2015

To Whom It May Concern:

I am submitting my proposal to provide veterinary services to the Pacific County Fair 2015.

For all 4-H animals (small & large) I propose to do inspections for check in from 2:00 pm to 5:00 pm on Tuesday, August 25. Dr. Gina Lewis will assist by doing inspections from 5:00 pm to 7:00 pm that day. I will also do daily rounds before the fair opens, and in the evening each day. These inspections and daily rounds I will do at no cost.

As for the open shows for Equine, I do not recall this being required. If this practice is instituted, I will charge \$125.00 for check in.

Enclosed is a copy of my State of Washington Business License. While I do have liability insurance, I consider those details confidential information and am not providing a copy of that at this time.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth L. Olson DVM".



STATE OF
WASHINGTON

BUSINESS LICENSE

Unified Business ID #: 601 147 406
Business ID #: 1
Location: 1
Expires: 06-30-2016

WILLAPA VETERINARY SERVICE, INC., P.S.
230 OCEAN AVE
RAYMOND WA 98577

TAX REGISTRATION

X-RAY: DENTAL/PODIATRIC/VETERINARY
VETERINARY-RAD/FLUOR/DENT/CT/ACCEL (1)

UNEMPLOYMENT INSURANCE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 12

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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): FAIR
OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER	PHONE / EXT: EXT 2288
SIGNATURE:	DATE: 8/4/15
NARRATIVE OF REQUEST Pacific County Fair requests Boards approval for the attached concessionaires at the 2015 Pacific County Fair.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the 2015 fair concessionaires use agreements and confirm Fair Manager's signature	

2015 CONCESSIONAIRE APPLICATIONS RECEIVED

VENDOR'S NAME	Booth No.	Amt Pd	Paperwork Rcvd	Ins Recvd
Hungarian Kitchen	F-1	\$150	X	X
Beach Eats	F-2	\$150	X	X
Marsalee's Thai Food	F-3	\$150	X	X
Thary Yi	G-2	\$150	X	X
Elixir Coffee Tea and Flowers	G-5		X	
Jim Hunter & Assoc	G-6	\$150	X	
Willapa Valley Class of 2016	Veg/4-H Bldg	\$150	X	X
Willapa Valley FCCLA	Ballon Booth	\$150	X	X
Willapa Valley/South Bend FBLA	Kiwanis Booth	\$150	X	X
Willapa Harbor Lions	Lions Booth	\$150	X	
Willapa Valley Booster Club	Booster Building	\$150	X	

Each Concessionaire who has not submitted insurance information has been contacted. Information will be forwarded to BOCC as soon as received.

X Booth Fee \$150
 X Ins Rev'd
 - Buttons
 - Parking

**PACIFIC COUNTY FAIR
 CONCESSION SPACE USE AGREEMENT 2015**

THIS AGREEMENT is made and entered into this 31 day of July, 2015,
 by and between the **PACIFIC COUNTY FAIR**, hereinafter referred to as the "FAIR" and

Name of Business	Hungarian Kitchen & Food Hut
Address and Phone Number	330 SE McTurnal Rd
	Shelton, WA 98584
	360-545-4317
Tax ID No.	WA 601-313-536
Representatives Name & Email	Laszlo Dudas
	mdrosalia@gmail.com
Hereinafter referred to as the "LESSEE"	

The FAIR, in consideration of the sum of **\$150 plus 10% of total sales after sales tax** and other considerations hereinafter set forth and in accordance with Resolution No. 2015-019, leases to the LESSEE the following described space:

SPACE NO.: FOOD CONCESSION - F-1

DESCRIPTION OF PRODUCT: Hungarian Fried Bread and Curly Fries

During the period of: **August 26-29, 2015.**

User is limited to conducting and operating such a business and selling such articles as set forth below:

THE FAIR SHALL

1. Permit the LESSEE to occupy the above-referenced space two days preceding the start of the Fair to prepare space, buildings or erect temporary building which LESSEE may use during the Fair. All permanent structures will become property of the FAIR. LESSEE shall have the right to occupancy of the leased space for the period above noted as long as the rules of the FAIR are abided by. LESSEE shall remain open until closing of the Fair and all temporary decorations must remain in place until exit times of 9:00 AM to 2:00 PM Sunday, August 30, 2014.

2. Permit LESSEE to display, demonstrate, sell or operate their products within the limits of their space only.
3. Assure access to the premises at all times during the Fair hours.
4. Assign space(s) to LESSEE as the FAIR deems appropriate with consideration given to specific requests made by the LESSEE.
5. Use reasonable safeguards against fire, theft, water or storm damage or any liability for accidents to persons or property caused under or by virtue of the operations of LESSEE under this contract.
6. Have a lien upon all property of LESSEE'S that is stored, used or located upon the leased space, or elsewhere upon the Fairgrounds, for any unpaid rentals or all damages sustained by the breach of this contract or otherwise caused by the LESSEE. The FAIR shall have the right to retain such property or any part of it without process of law, and may appropriate any such as its own to satisfy any such claim.

THE LESSEE SHALL

1. Pay 100% of the total rental fee upon signing of the contract. Checks must be payable to the PACIFIC COUNTY FAIR. The **10% of total sales after sales tax, must be paid upon completion of the Fair.**
2. Have its goods in place within its leased space. Property attendants must be present at the LESSEE'S leased space before the Fair begins each day. LESSEE must open when Fair gates open.
3. Purchase a four (4) day pass from the Fair Office, at the cost of \$8.00 each, before the opening day of the Fair.
4. Not use or have on the Fairgrounds any sound amplifying device without approval of the FAIR.
5. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. LESSEE shall only use clean canvas flameproof paper, plastics or other decorating material. LESSEE must keep leased spaces neat and orderly at all times. LESSEE and its help must be neat and tidy in their dress and fully clothed, including shoes.
6. Before the opening day of the Fair, LESSEE may purchase a Parking Pass (which will allow parking on the Fairgrounds) at the cost of \$20 per pass.
7. Not sublet or assign any privilege or space without written consent of the FAIR.
8. Remove all temporary structures from leased space by 2 PM Sunday, August 30, 2015, or secure written permission to further hold leased space and later remove said property or said property shall be forfeited to the FAIR at its option.

9. Keep all activities and advertising matters within the space leased. LESSEE shall place no advertising on the outside of permanent buildings.
10. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods sold. This provision applies to LESSEE'S operating restaurants and/or moving exhibits.
11. Not sell food or goods for less than the average price charged by all concessionaires at the Fair. Lessee shall ensure that all drinks that are to be taken from leased space are served in paper containers.
12. Lessee agrees not to have anyone required to register under RCW 9A.44.130 working at their space.
13. **User shall not store perishable food items at the Fairgrounds prior to the Fair.**
14. LESSEE will obtain a **Temporary Food Service License** from the Pacific County Department of Community Development. This is the responsibility of the LESSEE. Failure to have said license will result in a late fee to be charged by said department and possible shut down of booth, should LESSEE fail to obtain said License. Attached to this Agreement is the Temporary Food Service License Application. All inquiries regarding fees and requirements should be directed to Department of Community Development at 360-875-9356 or (360) 642-9356. Office Hours are Monday through Thursday 7:30 AM to 12:30 PM and closed Fridays.

LESSEE shall also ensure that one person with a valid food worker's card is present in the food booth **at all times** for the duration of the Fair. Food handler card(s) must be available for the Pacific County Department of Community Development's Food Inspector to check during a food inspection. (Chapter 246-217 WAC). Inquiries for obtaining a food handler's card can be made to the Department of Community Development at 360-875-9356 or 360-642-9356 or via their webpage at <http://www.co.pacific.wa.us/dcd/index.htm>.

The Food Inspector will be visiting the Fairgrounds throughout the week of Fair. All rules and guidelines of this department will be strictly adhered to and the Inspector's decision is final and will be upheld by Fair Staff.

15. Not extort the patrons of the Fair or the Fair itself.
16. Abide by all terms of this contract and rules of the FAIR as stated in writing by the FAIR. If the LESSEE fails to comply with this provision, the FAIR may terminate this contract without reimbursement and LESSEE shall pay the Fair TEN (10%) PERCENT of total sales after tax, up to time of contract termination.
17. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.

18. Sell no tickets received or bought from the FAIR. LESSEE shall ensure that its employees and friends do not sell such tickets.
19. In accepting this Agreement, the LESSEE, 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 LESSEE 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 LESSEE, 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.

The LESSEE 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 LESSEE must name the COUNTY as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that LESSEE's liability insurance policy shall so state. The LESSEE 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 FAIR AND LESSEE AGREE THAT:

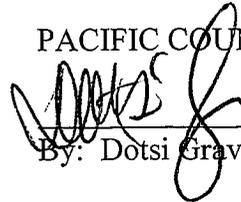
20. If FAIR is prevented from operating the fair by an act of God, riot, strike, fire, war, blackout, or if by order or command of any of the military forces of the United States or Washington State, the regular ordinary course of business of LESSEE or FAIR is curtailed, suspended, interrupted or interfered with and said PARTY thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement or Contract at the option of either, shall become null and void and each PARTY released therefrom.
21. If any paragraph or sentence of this contract and agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

22. Parties agree that this Agreement shall be interpreted according to Washington State Law and the venue of any action shall be in the Superior Court for Pacific County, Washington. The prevailing party in any legal action shall be reimbursed for attorney fees and court costs by the other party.

LESSEE

PACIFIC COUNTY


 Concessionaire/Vendor


 By: Dotsi Graves, Fair Manager

CONTRACTS MUST BE SIGNED AND RETURNED WITH PAYMENT AS SOON AS POSSIBLE. HOWEVER, IT MUST BE NO LATER THAN JUNE 30, 2014 IN ORDER TO CONFIRM AND HOLD THE DESIRED SPACE.

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	14141
Fair Entrance Button (\$8 per button)	—
Parking Pass (\$20 for duration of Fair)	—
Booth Rental	\$150.00
RV Camping Pass (\$100 for duration of Fair)	—
Deposit	—
Insurance Certificate Received	<i>Yes</i>
Total Paid	\$150 pd 8/23/2015
Booth Number	F-1

Please make checks payable to: THE PACIFIC COUNTY FAIR

Mail Contract and payments to:
 Pacific County Fair
 PO Box 142
 Menlo, WA 98561
 Phone: 360-942-3713 or 360-875-9300 ext 2288
 Fax: 360-942-3577
 Email: pcfair@willapabay.org
 Website: www.co.pacific.wa.us/pcfair/index.htm



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 13

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 8-5-2015
NARRATIVE OF REQUEST Requesting approval and signature of agreement #1563-42487 with DSHS Division of Behavioral Health & Recovery to provide substance use prevention services for Pacific County. Total award for FY 16 and FY 17 is \$132,516. These funds are used to pay for prevention program staff (in-house), and also used as part of sub contracts that go to Boys & Girls Club and Big Brothers Big Sisters programs. There are no major language changes to this contract compared to the one previously signed (2013-15). Please contact me at extension 2648 with any questions.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve County Program Agreement #1563-42487 for Prevention Services with Department of Social & Health Services and authorize Chair to sign	

Name of Contractor: DSHS DBHR

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
1563-42487

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply):
- | | |
|---|---|
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input checked="" type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input checked="" type="checkbox"/> Federal | <input type="checkbox"/> Other |

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____,XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<p>COUNTY</p> <p>PROGRAM AGREEMENT</p> <p>Prevention Services</p>	<p>DSHS Agreement Number</p> <p>1563-42487</p>
<p>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.</p>		<p>Administration or Division Agreement Number</p> <p>County Agreement Number</p>
<p>DSHS ADMINISTRATION</p> <p>Behavioral Health and Service Integration</p>	<p>DSHS DIVISION</p> <p>Division of Behavioral Health and Recovery</p>	<p>DSHS INDEX NUMBER</p> <p>1231</p>
<p>DSHS CONTRACT CODE</p> <p>1644CS-63</p>		
<p>DSHS CONTACT NAME AND TITLE</p> <p>Ray Horodowicz Project Manager</p>		<p>DSHS CONTACT ADDRESS</p> <p>PO Box 45330 Olympia, WA 985045330</p>
<p>DSHS CONTACT TELEPHONE</p> <p>(360)725-1528</p>	<p>DSHS CONTACT FAX</p> <p>(360)725-2280</p>	<p>DSHS CONTACT E-MAIL</p> <p>horodr@dshs.wa.gov</p>
<p>COUNTY NAME</p> <p>Pacific County</p>	<p>COUNTY ADDRESS</p> <p>1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586</p>	
<p>COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER</p>	<p>COUNTY CONTACT NAME</p> <p>Katie Oien-Lindstrom</p>	
<p>COUNTY CONTACT TELEPHONE</p> <p>(360) 875-9343</p>	<p>COUNTY CONTACT FAX</p> <p>(360) 875-9323</p>	<p>COUNTY CONTACT E-MAIL</p> <p>koien@co.pacific.wa.us</p>
<p>IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?</p> <p>Yes</p>		<p>CFDA NUMBERS</p> <p>93.959</p>
<p>PROGRAM AGREEMENT START DATE</p> <p>07/01/2015</p>	<p>PROGRAM AGREEMENT END DATE</p> <p>06/30/2017</p>	<p>MAXIMUM PROGRAM AGREEMENT AMOUNT</p> <p>\$132,516.00</p>
<p>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:</p> <p><input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: Data Security; Exhibit B: Awards and Revenue</p> <p><input type="checkbox"/> No Exhibits.</p>		
<p>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.</p>		
<p>COUNTY SIGNATURE(S)</p>	<p>PRINTED NAME(S) AND TITLE(S)</p>	<p>DATE(S) SIGNED</p>
<p>DSHS SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p> <p>BHSIA Contracts</p>	<p>DATE SIGNED</p>



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY 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 Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 8-5-2016
NARRATIVE OF REQUEST Requesting approval and signature of contract #2015-17_CCAP with Coastal Community Action to provide employment and day program services for adults with developmental disabilities in North Pacific County. The total contract amount is for \$80,000 which is the 2015-16 allocation (I will amend with additional funds for 2016-17 once those funds are allocated by the state). This contract was put out for RFP in 2014. This program is entirely funded through the county's contract with DSHS- Division of Developmental Disabilities. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Contract #2015-17 with Coastal Community Action Program for employment and program services in North County	

Name of Contractor: Coastal Community Action

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
2015-17_CCAP

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

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

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

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

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

To be located at: _____ Employment training services

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

RFP released in 2014

TOTAL COST/AMOUNT (include sales & use tax): 80,000

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0

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

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

Contract # 2015-17_CCAP

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between Pacific County, hereinafter referred to as "County," and **Coastal Community Action** hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery of Developmental Disabilities Employment Services, specifically Group Supported Employment (GSE), Individual Supported Employment (ISE), Prevocational, and Community Access (CA) in Pacific County, for the period beginning on July 1, 2015, and ending on June 30, 2017. The County and the Agency agree to the terms and conditions set forth as follows:

<u>PROVISIONS</u>	<u>PAGE</u>
General Provisions	2 - 6
Payment Provisions	7
Specific Provisions	8 – 15
Signature Page	16

and other such terms and conditions incorporated by reference herein.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL PROVISIONS

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon 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 of the parties hereto.

- II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

- III. **NONDISCRIMINATION:**
 - A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.

 - B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

 - C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

- IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

- V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Agency and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions of this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency's unauthorized use of Personal Information.

Agency shall notify DSHS and the County in writing within five business days of any potential or actual compromises of confidential information.

- VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.
- VIII. **CRIMINAL BACKGROUND HISTORY CHECK:** A DSHS background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Agency elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Agency. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- IX. **REPORT ABUSE AND NEGLECT:** The Agency and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law and DDD Policy 5.13 (Protection from Abuse) and Policy 12.01 (Incident Management). Policy 5.13 and 12.01 are incorporated by reference and can be found at <http://www1dshs.wa.gov/ddd/policy.shtml>.

If the Agency is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Agency will be prohibited from providing services under this contract.

The Agency will promptly report to the County and DSHS per Policy 5.13 (Protection from Abuse), incorporated by reference, if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
- 2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

X. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

- A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of six (6) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

- B. The Agency shall:
1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;
 2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
 3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

XI. **FINANCIAL REPORT REQUIREMENTS:**

A. The Agency shall, if applicable:

1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
2. Provide access to financial records by independent auditors.
3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.

B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:

1. Annual financial statement, and
2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

C. The Agency shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted by February 15, 2016, for Calendar Year 2015 and February 15, 2017 for Calendar Year 2016.

XII. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

XIII. **RELATIONSHIP OF THE PARTIES:** The parties intend that a independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

XIV. **INDEMNIFICATION:** All services to be rendered or performed under this agreement will be performed or rendered entirely at the Agency's own risk. Agency shall defend, indemnify, and hold harmless Pacific County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or contractors. "County" as used in this Article means Pacific County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

XV. **CONFLICT OF INTEREST:** The County may, by written notice to the Agency:

A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state or County business, DSHS and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

XVI. **DISPUTE:** Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific County. Either party's request for a dispute hearing must:

A. be in writing;

B. state the disputed issues;

C. state the relative positions of the parties;

D. state the Agency's name, address, and contract number;

E. be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;

F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this

agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

- XVII. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.
- XVIII. **BOARD OF DIRECTORS:** The Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Agency shall apprise the County of any changes to this roster as they occur.
- XIX. **INSURANCE:** The Agency shall carry at its own expense the following insurance coverage to the extent described below:
- A. Public Liability and Property Damage in a combined single limit of \$1,000,000;
 - B. Director and Officers Errors and Omissions Insurance in the amount of \$1,000,000;

The Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

The Agency shall carry, at its own expense, Worker's Compensation limits as required by the Labor Code of the State of Washington.

- XX. **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.
- XXI. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

- XXII. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.
- A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:

1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;
2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

C. Termination for Other Grounds:

1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of an unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;

5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

PAYMENT PROVISIONS

As consideration for services, as described in the specific provisions of this Agreement, the County agrees to pay the Agency on a pre-negotiated maximum amount based on an individual's waiver status. Total contract amount shall not exceed \$80,000 as outlined in **Exhibit B- Budget**. The current, signed county service authorization (CSA) outlines hourly rate and authorized monthly service hour limits by client. Payment follows the client and will be based on information reported on the CMIS ADSA report:

- I. For Group Supported Employment, Individual Supported Employment, and Community Access: A service unit will be negotiated and may be defined as an Hour (50 minutes of direct service. Partial hour to the quarter may be recorded), a documented range of service hours included in the fee/rate schedule and will be based on the individual's assessed level of need, available supports and employment opportunity. Service responsibility begins at the date of authorization for service by the DDD case manager and ends at the date of termination by the DDD case manager. Reimbursement shall be pre-negotiated based on waiver status.
- II. Payment will be made on behalf of individuals authorized for specific services by the Division of Developmental Disabilities. The signed County Service Authorization must be on file at the County prior to the end of the service period being billed for.
- III. Services for clients shall not be funded under this contract when the client is eligible for services under the Rehabilitation Act of 1973 or P.L. 94-142, or is receiving benefits under PASS/IRWE, DVR, or Direct Payments.
- IV. Monthly billings to the County by the Agency will be pre-negotiated based upon waiver status and based on current County Service Authorization (CSA).
- V. All Agency claims for billing shall be accompanied by completed AWA reports and shall be submitted before noon on the tenth working day of the month following service provision.
- VI. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:
 - A. there is no approved County Service Authorization on file at the County;
 - B. the Agency fails to submit all required documentation and/or required reports or audits;
 - C. in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or
- D. if claims are inconsistent with the terms and conditions of this contract.
- VII. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
- VIII. Any fees or revenues generated through services provided under this agreement shall be used solely within the program area which generated the revenue.

- IX. Recovery of Fees: If the Agency bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Agency shall fully cooperate during the recovery.
- X. Reduction in funding: The County reserves the option to prospectively reduce the amount of this contract in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this contract do not become available for use in purchasing said services. The County agrees to promptly notify the contracting Agency of any reduction in funding by state, federal, or other officials.

SPECIFIC PROVISIONS

The Agency shall provide Employment and Day Program Services in accordance with the terms and conditions described hereinafter.

I. **GENERAL SERVICE DELIVERY REQUIREMENTS**

The Agency shall assure:

A. Health and Safety

1. All services for persons with developmental disabilities must be provided with attention to their health and safety. The Agency shall comply with all state regulations and all local ordinances on fire, health, and safety standards wherever the service is delivered. For example, this applies to the environment itself, a part of an environment (machinery), or program content (community travel or mobility training).
2. Comply with all applicable federal, state, and local fire, health, and safety regulations which include but are not limited to:
 - a. Federal - Occupational Safety and Health Act of 1970, Public Law 91-596, 84 USC 1590, 29 Code of Federal Regulations 1910-1926;
 - b. State - Washington Industrial Safety and Health Act, Revised Code of Washington 49.17, Washington Administrative Code 296-24 and 296-62, State Building Code Act/Uniform Fire Code, Revised Code of Washington 19.27.

B. Client Eligibility:

1. Client eligibility and service referral are the responsibility of the DDD in line with Chapter 388-823 WAC (Eligibility) and WAC 388-825 (Service Rules). Only persons referred by the DDD shall be eligible for direct client services under this Program Agreement. It is the DDD's responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization are not reimbursable under this Program Agreement.

C. Policies Protecting Individuals' Rights

Agency has written policies which protect the human and social rights of individuals receiving services.

D. Client Confidentiality

The Agency shall comply with all state and federal requirements regarding the confidentiality of client records. Client information is not disclosable to the public. Information acquired pursuant to RCW 71A.14.070 or RCW 34.05 require a signed Release of Information or a signed Oath of Confidentiality form.

- E. The Agency shall keep records for six (6) years for eligible clients. These records must include a County approved Service Delivery Outcome Plan written every six months.

F. Reporting Requirements: The Agency shall submit such periodic reports as required by the County and the state which shall include but not be limited to:

1. **Quarterly Progress Report** – This report shall cover each three-month period of the contract and shall be submitted within 30 days of the end of each three-month period. Each report shall show the progress of all program services in a form and manner prescribed by the County.
2. **Year End Summary Report** – shall be completed by the Agency and received by the County no later than 30 days after the last day of fiscal year. This report shall include a summary of quarterly information reported.

In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the agency or order payment stopped to a subcontractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. **Individual Work Plans and Progress Reports** – An Individual Work Plan and subsequent Progress Reports shall be developed with each person referred.
 - a. **Work Plan.** Work Plans shall describe individual goals and the collaborative work that will be done to achieve those goals. Goals, responsibilities and timelines will be clearly stated for the service provider and the individual receiving services. An initial Work Plan for each individual will be developed and submitted to the County within 60 days of the date of the County Service Authorization. The Contractor agrees to send a representative to the annual Individual Service Plan (ISP) meeting as scheduled by the state DDD case manager for each client in service.
 - b. **Progress Reports.** Progress Reports on each Work Plan shall identify the achievement of goals attained, goals not attained, and what could be done differently to achieve the unattained goals in the future. Each Progress Report will include input from the individual receiving services that results in the establishment of goals to achieve in the next six months, including the action steps to be taken by the individual, Agency and interested others, to achieve the goals. Contractor shall prepare and submit Progress Reports every six months to the County.
 - c. The County will accept or reject Individual Work Plans and Progress Reports, provide assistance to the Agency, or begin a corrective action process.

G. Evaluation

the County will evaluate services provided within the scope of this Agreement according to the criteria attached in **Exhibit C- Criteria for Evaluation** and:

1. **Contractor Evaluation System.** The County will implement a contract monitoring and evaluation system incorporating the most recent Criteria for an Evaluation System provided by DDD.
2. **Compliance.** The Agency shall provide services in compliance with the Agreement and:
 - i. DDD Policy 4.11 County Services for Working Age Adults (incorporated by reference)
 - ii. DDD Policy 6.13 Program Provider Qualifications (incorporated by reference)

3. If Agency provides services to Community Protection clients, Agency also needs to comply with all criteria listed in:
 - a. DDD Policy 15.03 Community Protection Standards for Employment/Day Programs (incorporated by reference)
4. The County will include in its contract monitoring a review of the following items to assure reasonable compliance with this Agreement:
 - a. Documents verifying compliance with agreement provisions and the delivery of contracted services may include but are not limited to agency policies, client and program records, personnel records, client earning records, employee timesheets and calendars, attendance records, newsletters, board roster, board minutes, program announcements; and
 - b. Accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures and payments.
 - c. The County shall conduct at least one on-site visit to each contracted program each biennium. The County shall maintain written documentation of all evaluations and on-site visits. The Agency shall be responsible for completing all corrective action items by the due date specified in the evaluation report.
- H. The Agency shall utilize available DVR, PASS/IRWE, Direct Payments or Department of the Blind funding for participants before utilizing funding through this contract for client services. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L.94-142 (Public Education), or are being funded under the Plan for Achieving Self Support (PASS) or Impaired Related Work Experience (IRWE).
- I. DSHS/WPAS Access Agreement.

The Disability Rights of Washington (formerly Washington Protection and Advocacy System, WPAS, Access Agreement) Washington Protection & Advocacy, Inc.'s (WPAS) February 27, 2001 Access Agreement with the Division of Developmental Disabilities (DDD) is incorporated herein by reference as **Exhibit A**. The Agency assures that it has reviewed the Access Agreement. The agreement covers WPAS access to individuals with developmental disabilities, clients, programs and records, and is binding for all providers of DDD contracted services.

- J. **References.** Links to the following exhibits incorporated by reference can be found at the DDD Internet site: <http://www1.dshs.wa.gov/ddd/counties.shtml> and <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual> **These documents are:**

1. WAC 388-845 – 0001,0030,0205,0210,0215,0220,0600-0610,1200-1210,1400-1410,2100,2110.
2. Budgeting and Accounting Reporting System (BARS) Supplementary Instructions
3. Criteria to be included in County-Developed Evaluation System
4. County Guidelines
5. Credentials and Minimum Requirements
6. Policy 4.11 County Services for Working Age Adults
7. Policy 5.13 Protection from Abuse

8. Policy 12.01 Incident Management
9. Policy 15.03 Community Protection Standards for Employment/Day Programs
- K. Assignment of Medicaid Billing Rights: The Agency agrees to assign to the County its Medicaid Waiver Billing Rights for services to DDD clients eligible under Title XIX Programs. The Agency acknowledges that written documentation shall be available to DSHS on request. If a subcontractor contracts directly with DSHS to provide covered services under Title XIX, those services will not be billed through this Agreement in accordance with 42CFR447.10.
- L. Debarment Certification: 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 this Agreement/Contract by the County.
- M. Data Security Requirements
 1. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email. The data will be protected by:
 - b. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
 - c. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
 2. **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 users by requiring logon to the local workstation using a unique user ID and complex 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 complex 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 data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
 - 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 secure 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.

- 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 secure 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 complex 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 secure area which is only accessible to authorized personnel. When not in use, such records must be stored in DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- h. **Data storage on portable devices or media.**
 - i. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract.

STATEMET OF WORK

In the Pathway to Employment model, each individual will be supported to pursue his or her own unique path to work or a career. All individuals, regardless of the challenge of their disability, will be afforded an opportunity to pursue competitive employment. Gainful competitive employment results in individuals with developmental disabilities earning typical wages (Washington State minimum wage or higher) and becoming less dependent on service systems. Agency shall provide the services defined below and as outlined in **Exhibit D- Employment Phases and Billable Activities**

Group Supported Employment: Group Supported Employment services are a part of a pathway to Individual employment. These are supervised employment and training activities in regular business and industry settings for groups of no more than eight (8) workers with disabilities. The workers are individuals who have a demonstrated need for ongoing supervision and support in order to maintain employment. Typical program examples include enclaves, mobile crews, and other business-based programs employing small groups of workers with disabilities in integrated employment.

Individual Supported Employment: These services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

Community Access: These services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote the persons' competence, integration, physical or mental abilities. Services assist individuals to participate in activities, events and organizations in the community in ways similar to others of similar age. These services may also be available for working age individuals for whom an Exception to Rule has been approved.

Prevocational Services: These services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and include many of the elements described in Individual Supported Employment and offer training and skill development for groups of workers with disabilities in the same setting. Services are provided by agencies established to provide services to people with disabilities.

A combination of services and supports may be needed to assist people to:

1. Develop and implement self-directed services,
2. Develop a person centered employment plan,
3. Prepare an individualized budget,
4. Live, volunteer in the community, and/or
5. Obtain the generic community resources needed to achieve integration and employment.

A. Direct Client Services:

- i. Clients in an employment programs will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need and acuity level.
- ii. Prior to beginning service the Agency will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Agency will also communicate the service hour information to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information and be established as part of the individual's Person Centered Employment and Work Plan. . The client semi-annual progress reports currently referenced in DDD Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the provider
- iii. All clients will be contacted by the Agency according to client need or at least once per month. Clients in Person to Person will be considered stable in their job if they have been employed consecutively for six months.
- iv. If, after twelve (12) months the client remains unemployed an additional review will be conducted. The Agency will address steps outlined in the previous six month progress report in the next six month progress report.

B. The Agency shall provide Pathways to Employment Services to individuals authorized by DDD who:

- a. may have been placed and trained through DVR, the Department of the Blind, or PASS/IRWE in paid employment in a community business;
- b. may have been determined to be unable to benefit from DVR services
- c. may have exhausted benefits available to them through DVR or PASS/IRWE

The Agency will develop employment where individuals earn wages commensurate with the local industry accepted norm and comply with Federal Department of Labor standards.

Payment will be pre-negotiated and made monthly for employment support to each individual. A County Individual Work Plan and Progress Report (IWPPR) will be completed with input from the participant and his or her support network. The IWPPR will be signed by the participant, agency, and County prior to commencement of services. A new IWPPR must be generated prior to each new service and be updated at six month intervals.

The Agency will plan and provide effective support strategies directly related to job tasks and setup, requisite social skills, and related areas such as transportation, co-worker involvement, and natural supports.

The Agency will provide orientation, information, and training to employers and co-workers regarding support strategies specific to that workplace, and designed to enhance the competence of the co-workers in interactions with the supported employee. Such support will be provided on an ongoing basis.

The Agency will provide and/or assist the individual in providing the necessary wage and work information to the Social Security Administration with the goal of maintaining eligibility for benefits

- C. The Agency shall document the following outcomes:
- a. That Individual Work Plans and Progress Reports, as defined in this Agreement and within the time frame specified, will be developed and carried out for each person accepted through the County Service Authorization process.
 - b. Provision of training and support in social, communication, self-care, and job skills essential to the person's success in the workplace.
 - c. Information about wages and benefits for each worker.
 - d. Wage and benefit goals and progress toward improved wages and benefits for each worker.
 - e. Information about desired and actual work hours for each worker.
 - f. Work hour goals and progress toward desired increase in work hours.
 - g. That supports (including identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, job counseling and assistive technology needs) have been identified and offered, as needed, to participants.
 - h. That supports (including training of co-workers to provide support and training/ support to employers) have been identified and offered as needed in each job placement to ensure jobs are maintained and paid supports are reduced over time.
 - i. That workers are replaced or promoted to another job if necessary or when mutually desired.
 - j. That job placement and job retention rate goals have been identified and maintained.
 - k. That workers are employed in jobs with a minimum 20 hour work week at prevailing wage within six (6) months of the County Service Authorization beginning date.
 1. If a person is unemployed for more than six (6) months, there is a time-limited plan in place to secure employment that is incorporated in a Request for Exception to Policy.
 2. If workers are placed in jobs less than 20 hours per week, there is a time-limited plan for increased work hours incorporated in a Request for Exception to Policy.
 - l. Efforts to secure jobs for all workers that include benefits such as sick and annual leave, insurance and other company paid benefits and reasons for exceptions

In the Witness Whereof the parties hereto have caused this contract to be executed this the

_____ day of _____ 2011.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

COASTAL COMMUNITY ACTION PROGRAM

Steve Rogers, Chairman

Signature

Date

Frank Wolfe, Commissioner

Title

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Date

Exhibit B- Budget

2015-17_ CCAP

Service	FY 16	FY 17	Biennium Total
North County Group Supported Employment (GSE)	\$ 60,000.00		\$ 60,000.00
Individual Supported Employment	\$ 20,000.00		\$ 20,000.00
Total	\$ 80,000.00	\$ -	\$ 80,000.00

FY 16 is July 1, 2015- June 30, 2016

FY 17 is July 1, 2016- June 30, 2017

*All dollars follow the client and are billed up to maximum allotted hours and rate on current County Service Authorization (CSA)

EXHIBIT C- Criteria for Evaluation

CRITERIA FOR ALL SERVICES

A. SERVICES ACCORDING TO INDIVIDUAL NEED -- The service provider documents:

1. That services the participant is receiving relate to the participant's Individual Habilitation Plan (IHP) (ICF/MR), Individual Service Plan (ISP), DDA Assessment including the Individual Support Plan (ISP) and/or Individualized Family Service Plan (IFSP).
2. A copy of the current ISP and DDA Assessment and/or IFSP if applicable, will be maintained in the participant's file.
3. There is a County approved grievance process for participants that:
 - a) Is explained to participants and others in accordance with DDA Policy 5.02, *Necessary Supplemental Accommodation*;
 - b) Negotiates conflicts;
 - c) Advocates are available and participants are encouraged to bring advocates to help negotiate;
 - d) Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option);
 - e) Prohibits retaliation for using the grievance process;
 - f) Includes a process for tracking and reporting grievances.
4. Participants and others, in accordance with DDA Policy 5.06 have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, the participant's family, guardian or advocate is also informed.

B. HEALTH AND SAFETY -- The service provider has a policy that addresses confidential / private information for and documents:

1. Incidents involving injury, health or safety issues are immediately reported to DDA Central Office and the County (reference DDA Policy 6.08, *Mandatory Reporting Requirements for Employment and Day Program Services Providers*).
2. Incident reports are tracked and analyzed for potential trends and patterns.
3. Mandatory reporting is done in accordance with Chapter 74.34 RCW, *Abuse of Vulnerable Adults* and Chapter 26.44 RCW, *Abuse of Children*.
4. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

C. POLICIES PROTECTING INDIVIDUAL RIGHTS -- The service provider has policies that protect individual rights that include but are not limited to ensuring:

1. Respectful staff-to-client interactions;
2. A person's right to be treated with dignity, respect and free of abuse;
3. A person's right to privacy; and
4. Safeguarding personal information.

D. ORGANIZATIONAL DESIGN -- The service provider documents:

1. A written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance.
2. The agency assures all direct service staff is trained and has experience in accordance with DDA Policy 6.13 and that training is documented.
3. That it is able to account for and manage public funds compliance with Generally Accepted Accounting Principles "GAAP". An agency, for-profit or non-profit, who receives in excess of \$100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements within nine months subsequent to the close of the subcontractor's fiscal year.
4. An administrative/organizational structure that clearly defines responsibilities.
5. Each employee has a current (within three years), satisfactory background check which has been completed by the DSHS Background Check Central Unit (BCCU) in accordance with RCW 43.43.830-845, RCW 74.15.030 and WAC 388-825. Child Development service providers may submit their background checks directly to the BCCU at DSHS, or they may submit the background checks to the Department of Early Learning, for processing by the DSHS BCCU.
6. Evidence that it employs typical safety protection based upon the environment the participant is working or receiving services in.
7. Assures equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, *Limited English Proficient (LEP) Clients*).

CRITERIA FOR SPECIFIC SERVICES

F. ALL EMPLOYMENT SERVICES-- The service provider documents:

Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. All employment plans should address how the participant will pursue and maintain a community job, increased wages, and increased work hours towards a living wage.

- 1) Current date;
- 2) Time line for the plan;
- 3) Participant's name first and last;
- 4) Participant ADSA ID;
- 5) Employment goal;
 - a. The preferred (job type) the participant wishes to obtain or maintain;
 - b. The preferred wages/salary the participant wishes to earn;
 - c. The number of hours the participant prefers to work;
 - d. The agreed upon time line to achieve the employment goal.
- 6) The participant's skills, gifts, interests and preferred activities;
- 7) Measurable strategies and time lines (action steps and supports) to meet the employment goal;
- 8) Identification of persons and/or entities available to assist the participant in reaching his/her employment goal (example: a family member, Vocational Rehabilitation services, etc.) and;
- 9) Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.

All services relate to the participant's individually identified goal(s) as outlined in the employment plan.

- 1) The identification and provision of supports necessary for job success have been provided to each participant. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.
- 2) Employment service activity and the outcome of those activities in the participant's progress reports.
- 3) Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period.
- 4) Training and support is provided as a part of an individual's pathway to integrated employment in accordance with DDA Policy 4.11, *County Services for Working Age Adults*.
- 5) Information about wages, productivity, benefits, and work hours for each participant.
- 6) Progress in achieving increased wages and work hours for each participant.

- 7) Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in the greater community and supports individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities to seek employment and work in competitive integrated settings; and the setting facilitates individual choice regarding services and supports, and who provides them.
- 8) Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

G. GROUP SUPPORTED EMPLOYMENT-- The service provider documents:

1. Individuals participating in Group Supported Employment shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Support Employment services is permanent integrated employment at or above minimum wage in the community.
2. The direct service staff hours supporting the group.

H. PRE-VOCATIONAL SERVICES-- The service provider documents:

1. Individuals are provided the opportunity to experience typical community settings in support of their pursuit to integrated employment at least monthly.
2. Individuals participating in Pre-vocational services shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of pre-vocational services is permanent integrated employment at or above minimum wage in the community.
3. That volunteer opportunities comply with U.S. Department of Labor standards and applicable State standards.
4. The direct service staff hours supporting the group.

I. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES-- The service provider documents:

1. Supports, which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained. This also includes the development of natural supports.
2. Service is in accordance with the DDA Employment Activities – Strategies and Progress/Outcomes Measures document.
3. State-adopted self-employment guidelines are followed for any individual who owns and operates a business. In addition, at minimum, any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

J. COMMUNITY ACCESS SERVICES -- The service provider documents:

1. Adult Community Access plans will include information that identifies and addresses the individualized goal and support needs for each participant. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. Plans will include the information listed below:
 - a) Current date;
 - b) Time line for the Plan;
 - c) Participant's name first and last;
 - d) Participant's ADSA ID;
 - e) The participant's skills, gifts, interests, and preferred activities.
 - f) The Community Access goal. The goal need to relate to one or more of the following (per the County Guidelines):
 - i. Identify integrated community places where the participant's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
 - ii. Identify typical community clubs, associations, and organizations where the participant can be a member and have decision making capacities.
 - iii. Identify opportunities where the participant can contribute to the community doing new and interesting things or things the individual enjoys.
 - iv. Building and strengthening relationships between family members and members of the local community who are not paid to be with the person.
 - g) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & Advocacy)
 - h) Measurable strategies and time lines (action steps and supports) to meet the goal.
 - i) Identification of persons and/or entities available to assist the participant in reaching his or her long term goal.
 - j) Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.
2. All services relate to the participant's individually identified goal(s) as outlined in their plan.
3. Each participant is assisted to participate in typical and integrated activities, events and organizations in the individual's neighborhood or local community in ways similar to others of same age.
4. Each participant is assisted to take part in activities on an individualized basis.
5. The opportunity is provided for connection and relationship building between the participant and people without disabilities who are not paid to provide services to the participant.
6. Volunteer opportunities comply with -U.S. Department of Labor standards (<http://www.dol.gov/opa/aboutdol/lawsprog.htm>) and applicable state standards.
7. Service activity and the outcome of those activities are documented in the participant's progress reports.

8. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings.

EXHIBIT D- Employment Phases & Billable Activities

Understanding Pathways to Employment Services Activities and Outcomes

A. Pathway to employment service definitions

- **Outcome:** The outcome for pathway to employment services is always paid employment and/or self-employment. Client activity outcomes are described in the Strategies and Progress / Outcome Measures
- **Phase:** Describes the general stage along an individual's pathway toward individual community employment at minimum wage or better.
- **Element:** A component of the employment phase that organizes activities into related tasks and strategies.
- **Activity:** Reportable service activities within each element that directly benefit the client and support the employment goals within the individual employment plan. Employment activities may take place with the client present or on behalf of the client when he or she is not present.

B. Reference Documents

1. **Employment Phases and Billable Activities:** This document describes different phases a client in employment services may experience, and the associated service strategies and activities the client might expect. As the process for obtaining paid employment is individualized, the phases do not assume a linear process requiring all elements.

The document also defines what activities may be billed by employment providers and the billing category under which those hours should be reported.

The expectation is that all hours reported are documented specific to the client authorized and relate to the goals and supports outlined within the client's Individual Employment Plan.

2. **Employment Activities - Strategies and Progress /Outcome Measures:** This document puts the elements and activities of the employment phases into the context of assessment and accountability. It assists in answering the question "*How can we assess whether or not progress has occurred for the service strategies employed on behalf of the client?*" This document will be incorporated by reference within the July 1, 2011 contract with Counties and should be used as a tool for provider assessment and monitoring.

Employment Phases & Billable Activities

Phase I

Intake

- Meeting with individual, family and/or other support persons
- Provide system overview including services and funding
- Complete initial paperwork including intake assessment
- Collect individuals history/information/ records from other sources
- Explore resources from:
 - Division of Vocational Rehabilitation (DVR)
 - Social Security Administration
 - Mental Health (MH)

Discovery

- Identify what are job interests
- Conduct an assessment - skills inventory
- Spot potential obstacles and probable remedies
- Consider current job market compared to individuals desired job(s)
- Develop plan including:
 - Goals
 - Methods
 - Strategies

Assessment

- Sample various work sites - tours
- Trial work experience
 - o Job shadow
 - o Volunteer position
- Adaptive technology planning

Job Prep

- Travel training
- Interview skills
- Grooming / hygiene / professional appearance
- Teach self advocacy
- Assistance obtaining required job items - i.e. food handlers' permit, First Aid card etc.
- Develop portfolio / resume
- Apprise of job clubs

Phase II

Marketing / Job Development

- Conduct labor market analysis
- Network
- Target / Research Employer
- Develop relationship with employer
- Educate employer - benefits to employee individual, clarify roles, outline expectation, etc.
- Evaluate employment site, provide proposal to employer and secure commitment.
- Complete job/task analysis
- Identify natural supports
- Identify potential obstacles
- Negotiate job start
- Assist with interview process
- Job replacement / change
- Customize job / job carving
- Match the employment opportunity to the interest, strengths, and skills of the individual.

Phase III

Job Coaching / Job Support

- Assessment - development supports to maintain independence - i.e. jigs, checklist etc.
- Coordinate with: transportation and individuals home site schedule
- New hire orientation / testing
- Provide intensive onsite instruction / education
 - To the individual
 - To the co-workers
 - To the supervisor
- Develop natural supports
- Continuous evaluation - modifying job-site, task, and supports as necessary
- Advocating / problem solving / crisis management
- Identify stabilization
- Develop fade schedule
- Continuous communication- families, and the employer
- Coordinate referrals to community resources and case management
- Develop follow-up support plan

Retention / Follow Along

- Advancement
- Periodic on-site visits
- Communication upkeep and relationship expansion/continuation
- Quality assurance - monitoring
- Problem recognition / resolution
- Job modifications - new job tasks - re-training
- Business monitoring change - staff/co-worker re-training etc.
- Advocating - advancement opportunity, increased benefits, and/or more hours
- Update employment plans

Other Staff Hours

1. Record Keeping (without client present), reported under recordkeeping.

- Contact notes/loqs
- Periodic progress reports
- Incident reports
- Satisfaction surveys
- Maintain files/records
- Report wage/hour info

2. Recordkeeping (with client present) All recordkeeping that occurs with the client present, will be reported under the associated phase.

3. Travel to client work and service sites by direct service staff will be reported under the associated phase.



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY 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</p> <p><input type="checkbox"/> Risk Mgmt</p> <p><input type="checkbox"/> Legal Required</p>		
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<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: 8-5-2016
NARRATIVE OF REQUEST Requesting approval and signature of contract #2015-17 Coast Rehab with Coast Rehabilitation Incorporated to provide employment and day program services for adults with developmental disabilities in South Pacific County. The total contract amount is for \$140,000 which is the 2015-16 allocation (I will amend with additional funds for 2016-17 once those funds are allocated by the state). This contract was put out for RFP in 2014. This program is entirely funded through the county's contract with DSHS- Division of Developmental Disabilities. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Contract #2015-17 with Coast Rehabilitation Inc. for employment and program services in South County	

Name of Contractor: Coast Rehabilitation Incorporated

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
2015-17_Coast Rehab

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply):
- | | |
|--|---|
| <input type="checkbox"/> For-Profit | <input checked="" type="checkbox"/> Private Organization/Individual |
| <input checked="" type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |

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

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

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

To be located at: _____ Employment training services

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

RFP released in 2014

TOTAL COST/AMOUNT (include sales & use tax): 140,000

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0

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

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

Contract # 2015-17_Coast Rehab

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between Pacific County, hereinafter referred to as "County," and **Coast Rehabilitation Incorporated** hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery of Developmental Disabilities Employment Services, specifically Group Supported Employment (GSE), Individual Supported Employment (ISE), Prevocational, and Community Access (CA) in Pacific County, for the period beginning on July 1, 2015, and ending on June 30, 2017. The County and the Agency agree to the terms and conditions set forth as follows:

<u>PROVISIONS</u>	<u>PAGE</u>
General Provisions	2 - 6
Payment Provisions	7
Specific Provisions	8 - 15
Signature Page	16

and other such terms and conditions incorporated by reference herein.

GENERAL PROVISIONS

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon 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 of the parties hereto.
- II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- III. **NONDISCRIMINATION:**
 - A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.
 - B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
 - C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.
- IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.
- V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.
- VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review

all records of the Agency and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions of this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency's unauthorized use of Personal Information.

Agency shall notify DSHS and the County in writing within five business days of any potential or actual compromises of confidential information.

- VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.
- VIII. **CRIMINAL BACKGROUND HISTORY CHECK:** A DSHS background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Agency elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Agency. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- IX. **REPORT ABUSE AND NEGLECT:** The Agency and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law and DDD Policy 5.13 (Protection from Abuse) and Policy 12.01 (Incident Management). Policy 5.13 and 12.01 are incorporated by reference and can be found at <http://www1dshs.wa.gov/ddd/policy.shtml>.

If the Agency is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Agency will be prohibited from providing services under this contract.

The Agency will promptly report to the County and DSHS per Policy 5.13 (Protection from Abuse), incorporated by reference, if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
- 2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

X. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

- A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of six (6) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

- B. The Agency shall:
1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;
 2. Identify the source and application of funds for services supported by this Agreement in whole or in part.

3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

XI. **FINANCIAL REPORT REQUIREMENTS:**

A. The Agency shall, if applicable:

1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
2. Provide access to financial records by independent auditors.
3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.

B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:

1. Annual financial statement, and
2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

C. The Agency shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted by February 15, 2016, for Calendar Year 2015 and February 15, 2017 for Calendar Year 2016.

XII. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

XIII. **RELATIONSHIP OF THE PARTIES:** The parties intend that a independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

XIV. **INDEMNIFICATION:** All services to be rendered or performed under this agreement will be performed or rendered entirely at the Agency's own risk. Agency shall defend, indemnify, and hold harmless Pacific County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or contractors. "County" as used in this Article means Pacific County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to,

those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

XV. **CONFLICT OF INTEREST:** The County may, by written notice to the Agency:

- A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state or County business, DSHS and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

XVI. **DISPUTE:** Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific County. Either party's request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the Agency's name, address, and contract number;
- E. be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
- F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

XVII. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.

XVIII. **BOARD OF DIRECTORS:** The Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Agency shall apprise the County of any changes to this roster as they occur.

XIX. **INSURANCE:** The Agency shall carry at its own expense the following insurance coverage to the extent described below:

- A. Public Liability and Property Damage in a combined single limit of \$1,000,000;
- B. Director and Officers Errors and Omissions Insurance in the amount of \$1,000,000;

The Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

The Agency shall carry, at its own expense, Worker's Compensation limits as required by the Labor Code of the State of Washington.

XX. **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.

XXI. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XXII. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

- A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:
 - 1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;
 - 2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

C. Termination for Other Grounds:

1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of an unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;
5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

PAYMENT PROVISIONS

As consideration for services, as described in the specific provisions of this Agreement, the County agrees to pay the Agency on a pre-negotiated maximum amount based on an individual's waiver status. Total contract amount shall not exceed \$140,000 as outlined in **Exhibit B- Budget**. The current, signed county service authorization (CSA) outlines hourly rate and authorized monthly service hour limits by client. Payment follows the client and will be based on information reported on the CMIS ADSA report:

- I. For Group Supported Employment, Individual Supported Employment, and Community Access: A service unit will be negotiated and may be defined as an Hour (50 minutes of direct service. Partial hour to the quarter may be recorded), a documented range of service hours included in the fee/rate schedule and will be based on the individual's assessed level of need, available supports and employment opportunity. Service responsibility begins at the date of authorization for service by the DDD case manager and ends at the date of termination by the DDD case manager. Reimbursement shall be pre-negotiated based on waiver status.
- II. Payment will be made on behalf of individuals authorized for specific services by the Division of Developmental Disabilities. The signed County Service Authorization must be on file at the County prior to the end of the service period being billed for.
- III. Services for clients shall not be funded under this contract when the client is eligible for services under the Rehabilitation Act of 1973 or P.L. 94-142, or is receiving benefits under PASS/IRWE, DVR, or Direct Payments.
- IV. Monthly billings to the County by the Agency will be pre-negotiated based upon waiver status and based on current County Service Authorization (CSA).
- V. All Agency claims for billing shall be accompanied by completed AWA reports and shall be submitted before noon on the tenth working day of the month following service provision.
- VI. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:
 - A. there is no approved County Service Authorization on file at the County;
 - B. the Agency fails to submit all required documentation and/or required reports or audits;
 - C. in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or
 - D. if claims are inconsistent with the terms and conditions of this contract.
- VII. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
- VIII. Any fees or revenues generated through services provided under this agreement shall be used solely within the program area which generated the revenue.
- IX. **Recovery of Fees:** If the Agency bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Agency shall fully cooperate during the recovery.
- X. **Reduction in funding:** The County reserves the option to prospectively reduce the amount of this contract in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this contract do not become available for use in purchasing said services. The County agrees to promptly notify the contracting Agency of any reduction in funding by state, federal, or other officials.

SPECIFIC PROVISIONS

The Agency shall provide Employment and Day Program Services in accordance with the terms and conditions described hereinafter.

I. **GENERAL SERVICE DELIVERY REQUIREMENTS**

The Agency shall assure:

A. Health and Safety

1. All services for persons with developmental disabilities must be provided with attention to their health and safety. The Agency shall comply with all state regulations and all local ordinances on fire, health, and safety standards wherever the service is delivered. For example, this applies to the environment itself, a part of an environment (machinery), or program content (community travel or mobility training).
2. Comply with all applicable federal, state, and local fire, health, and safety regulations which include but are not limited to:
 - a. Federal - Occupational Safety and Health Act of 1970, Public Law 91-596, 84 USC 1590, 29 Code of Federal Regulations 1910-1926;
 - b. State - Washington Industrial Safety and Health Act, Revised Code of Washington 49.17, Washington Administrative Code 296-24 and 296-62, State Building Code Act/Uniform Fire Code, Revised Code of Washington 19.27.

B. Client Eligibility:

1. Client eligibility and service referral are the responsibility of the DDD in line with Chapter 388-823 WAC (Eligibility) and WAC 388-825 (Service Rules). Only persons referred by the DDD shall be eligible for direct client services under this Program Agreement. It is the DDD's responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization are not reimbursable under this Program Agreement.

C. Policies Protecting Individuals' Rights

Agency has written policies which protect the human and social rights of individuals receiving services.

D. Client Confidentiality

The Agency shall comply with all state and federal requirements regarding the confidentiality of client records. Client information is not disclosable to the public. Information acquired pursuant to RCW 71A.14.070 or RCW 34.05 require a signed Release of Information or a signed Oath of Confidentiality form.

- E. The Agency shall keep records for six (6) years for eligible clients. These records must include a County approved Service Delivery Outcome Plan written every six months.

- F. Reporting Requirements: The Agency shall submit such periodic reports as required by the County and the state which shall include but not be limited to:

1. **Quarterly Progress Report** – This report shall cover each three-month period of the contract and shall be submitted within 30 days of the end of each three-month period. Each report shall show the progress of all program services in a form and manner prescribed by the County.
2. **Year End Summary Report** – shall be completed by the Agency and received by the County no later than 30 days after the last day of fiscal year. This report shall include a summary of quarterly information reported.

In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the agency or order payment stopped to a subcontractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. **Individual Work Plans and Progress Reports** – An Individual Work Plan and subsequent Progress Reports shall be developed with each person referred.
 - a. **Work Plan.** Work Plans shall describe individual goals and the collaborative work that will be done to achieve those goals. Goals, responsibilities and timelines will be clearly stated for the service provider and the individual receiving services. An initial Work Plan for each individual will be developed and submitted to the County within 60 days of the date of the County Service Authorization. The Contractor agrees to send a representative to the annual Individual Service Plan (ISP) meeting as scheduled by the state DDD case manager for each client in service.
 - b. **Progress Reports.** Progress Reports on each Work Plan shall identify the achievement of goals attained, goals not attained, and what could be done differently to achieve the unattained goals in the future. Each Progress Report will include input from the individual receiving services that results in the establishment of goals to achieve in the next six months, including the action steps to be taken by the individual, Agency and interested others, to achieve the goals. Contractor shall prepare and submit Progress Reports every six months to the County.
 - c. The County will accept or reject Individual Work Plans and Progress Reports, provide assistance to the Agency, or begin a corrective action process.

G. Evaluation

the County will evaluate services provided within the scope of this Agreement according to the criteria attached in **Exhibit C- Criteria for Evaluation** and:

1. **Contractor Evaluation System.** The County will implement a contract monitoring and evaluation system incorporating the most recent Criteria for an Evaluation System provided by DDD.
2. **Compliance.** The Agency shall provide services in compliance with the Agreement and:
 - i. DDD Policy 4.11 County Services for Working Age Adults (incorporated by reference)
 - ii. DDD Policy 6.13 Program Provider Qualifications (incorporated by reference)
3. If Agency provides services to Community Protection clients, Agency also needs to comply with all criteria listed in:
 - a. DDD Policy 15.03 Community Protection Standards for Employment/Day Programs (incorporated by reference)

4. The County will include in its contract monitoring a review of the following items to assure reasonable compliance with this Agreement:
 - a. Documents verifying compliance with agreement provisions and the delivery of contracted services may include but are not limited to agency policies, client and program records, personnel records, client earning records, employee timesheets and calendars, attendance records, newsletters, board roster, board minutes, program announcements; and
 - b. Accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures and payments.
 - c. The County shall conduct at least one on-site visit to each contracted program each biennium. The County shall maintain written documentation of all evaluations and on-site visits. The Agency shall be responsible for completing all corrective action items by the due date specified in the evaluation report.

- H. The Agency shall utilize available DVR, PASS/IRWE, Direct Payments or Department of the Blind funding for participants before utilizing funding through this contract for client services. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L.94-142 (Public Education), or are being funded under the Plan for Achieving Self Support (PASS) or Impaired Related Work Experience (IRWE).
- I. DSHS/WPAS Access Agreement.

The Disability Rights of Washington (formerly Washington Protection and Advocacy System, WPAS, Access Agreement) Washington Protection & Advocacy, Inc.'s (WPAS) February 27, 2001 Access Agreement with the Division of Developmental Disabilities (DDD) is incorporated herein by reference as **Exhibit A**. The Agency assures that it has reviewed the Access Agreement. The agreement covers WPAS access to individuals with developmental disabilities, clients, programs and records, and is binding for all providers of DDD contracted services.

- J. References. Links to the following exhibits incorporated by reference can be found at the DDD Internet site: <http://www1.dshs.wa.gov/ddd/counties.shtml> and <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual> **These documents are:**

1. WAC 388-845 – 0001,0030,0205,0210,0215,0220,0600-0610,1200-1210,1400-1410,2100,2110.
2. Budgeting and Accounting Reporting System (BARS) Supplementary Instructions
3. Criteria to be included in County-Developed Evaluation System
4. County Guidelines
5. Credentials and Minimum Requirements
6. Policy 4.11 County Services for Working Age Adults
7. Policy 5.13 Protection from Abuse
8. Policy 12.01 Incident Management
9. Policy 15.03 Community Protection Standards for Employment/Day Programs

- K. Assignment of Medicaid Billing Rights: The Agency agrees to assign to the County its Medicaid Waiver Billing Rights for services to DDD clients eligible under Title XIX Programs. The Agency

acknowledges that written documentation shall be available to DSHS on request. If a subcontractor contracts directly with DSHS to provide covered services under Title XIX, those services will not be billed through this Agreement in accordance with 42CFR447.10.

- L. Debarment Certification: 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 this Agreement/Contract by the County.
- M. Data Security Requirements
1. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email
The data will be protected by:
 - b. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
 - c. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
 2. **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 users by requiring logon to the local workstation using a unique user ID and complex 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 complex 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 data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
 - 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 secure 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.

- 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 secure 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 complex 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 secure area which is only accessible to authorized personnel. When not in use, such records must be stored in DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- h. **Data storage on portable devices or media.**
 - i. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract.

STATEMET OF WORK

In the Pathway to Employment model, each individual will be supported to pursue his or her own unique path to work or a career. All individuals, regardless of the challenge of their disability, will be afforded an opportunity to pursue competitive employment. Gainful competitive employment results in individuals with developmental disabilities earning typical wages (Washington State minimum wage or higher) and becoming less dependent on service systems. Agency shall provide the services defined below and as outlined in **Exhibit D- Employment Phases and Billable Activities**

Group Supported Employment: Group Supported Employment services are a part of a pathway to Individual employment. These are supervised employment and training activities in regular business and industry settings for groups of no more than eight (8) workers with disabilities. The workers are individuals who have a demonstrated need for ongoing supervision and support in order to maintain employment. Typical program examples include enclaves, mobile crews, and other business-based programs employing small groups of workers with disabilities in integrated employment.

Individual Supported Employment: These services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

Community Access: These services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote the persons' competence, integration, physical or mental abilities. Services assist individuals to participate in activities, events and organizations in the community in ways similar to others of similar age. These services may also be available for working age individuals for whom an Exception to Rule has been approved.

Prevocational Services: These services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and include many of the elements described in Individual Supported Employment and offer training and skill development for groups of workers with disabilities in the same setting. Services are provided by agencies established to provide services to people with disabilities.

A combination of services and supports may be needed to assist people to:

1. Develop and implement self-directed services,
2. Develop a person centered employment plan,
3. Prepare an individualized budget,
4. Live, volunteer in the community, and/or
5. Obtain the generic community resources needed to achieve integration and employment.

A. Direct Client Services:

- i. Clients in an employment programs will be supported to work towards a living wage. A

living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need and acuity level.

- ii. Prior to beginning service the Agency will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Agency will also communicate the service hour information to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information and be established as part of the individual's Person Centered Employment and Work Plan. . The client semi-annual progress reports currently referenced in DDD Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the provider
- iii. All clients will be contacted by the Agency according to client need or at least once per month. Clients in Person to Person will be considered stable in their job if they have been employed consecutively for six months.
- iv. If, after twelve (12) months the client remains unemployed an additional review will be conducted. The Agency will address steps outlined in the previous six month progress report in the next six month progress report.

B. The Agency shall provide Pathways to Employment Services to individuals authorized by DDD who:

- a. may have been placed and trained through DVR, the Department of the Blind, or PASS/IRWE in paid employment in a community business;
- b. may have been determined to be unable to benefit from DVR services
- c. may have exhausted benefits available to them through DVR or PASS/IRWE

The Agency will develop employment where individuals earn wages commensurate with the local industry accepted norm and comply with Federal Department of Labor standards.

Payment will be pre-negotiated and made monthly for employment support to each individual. A County Individual Work Plan and Progress Report (IWPPR) will be completed with input from the participant and his or her support network. The IWPPR will be signed by the participant, agency, and County prior to commencement of services. A new IWPPR must be generated prior to each new service and be updated at six month intervals.

The Agency will plan and provide effective support strategies directly related to job tasks and setup, requisite social skills, and related areas such as transportation, co-worker involvement, and natural supports.

The Agency will provide orientation, information, and training to employers and co-workers regarding support strategies specific to that workplace, and designed to enhance the competence of the co-workers in interactions with the supported employee. Such support will be provided on an ongoing basis.

The Agency will provide and/or assist the individual in providing the necessary wage and work information to the Social Security Administration with the goal of maintaining eligibility for benefits

- C. The Agency shall document the following outcomes:
- a. That Individual Work Plans and Progress Reports, as defined in this Agreement and within the time frame specified, will be developed and carried out for each person accepted through the County Service Authorization process.
 - b. Provision of training and support in social, communication, self-care, and job skills essential to the person's success in the workplace.
 - c. Information about wages and benefits for each worker.
 - d. Wage and benefit goals and progress toward improved wages and benefits for each worker.
 - e. Information about desired and actual work hours for each worker.
 - f. Work hour goals and progress toward desired increase in work hours.
 - g. That supports (including identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, job counseling and assistive technology needs) have been identified and offered, as needed, to participants.
 - h. That supports (including training of co-workers to provide support and training/ support to employers) have been identified and offered as needed in each job placement to ensure jobs are maintained and paid supports are reduced over time.
 - i. That workers are replaced or promoted to another job if necessary or when mutually desired.
 - j. That job placement and job retention rate goals have been identified and maintained.
 - k. That workers are employed in jobs with a minimum 20 hour work week at prevailing wage within six (6) months of the County Service Authorization beginning date.
 1. If a person is unemployed for more than six (6) months, there is a time-limited plan in place to secure employment that is incorporated in a Request for Exception to Policy.
 2. If workers are placed in jobs less than 20 hours per week, there is a time-limited plan for increased work hours incorporated in a Request for Exception to Policy.
 - l. Efforts to secure jobs for all workers that include benefits such as sick and annual leave, insurance and other company paid benefits and reasons for exceptions

In the Witness Whereof the parties hereto have caused this contract to be executed this the

_____ day of _____ 2011.

Board of County Commissioners

Agency

(Chairman)

(Signature)

(Commissioner)

(Title)

(Commissioner)

ATTEST:

Kathy Noreen
Clerk of the Board

Exhibit B- Budget
2015-17_ Coast Rehab

Contract #2015-16 Coast Rehab
Exhibit B- Budget

Service	FY 16	FY 17	Biennium Total
South County Group Supported Employment (GSE)	\$ 100,000.00		\$100,000.00
Individual Supported Employment (ISE)	\$ 30,000.00		\$30,000.00
Community Access	\$ 10,000.00		\$10,000.00
Total	\$ 140,000.00	\$ -	\$140,000.00

FY 16 is July 1, 2015- June 30, 2016

FY 17 is July 1, 2016- June 30, 2017

*All dollars follow the client and are billed up to maximum allotted hours and rate on current, signed, County Service Authorization (CSA)

*All dollars follow the client

EXHIBIT C- Criteria for Evaluation

CRITERIA FOR ALL SERVICES

A. SERVICES ACCORDING TO INDIVIDUAL NEED -- The service provider documents:

1. That services the participant is receiving relate to the participant's Individual Habilitation Plan (IHP) (ICF/MR), Individual Service Plan (ISP), DDA Assessment including the Individual Support Plan (ISP) and/or Individualized Family Service Plan (IFSP).
2. A copy of the current ISP and DDA Assessment and/or IFSP if applicable, will be maintained in the participant's file.
3. There is a County approved grievance process for participants that:
 - a) Is explained to participants and others in accordance with DDA Policy 5.02, *Necessary Supplemental Accommodation*;
 - b) Negotiates conflicts;
 - c) Advocates are available and participants are encouraged to bring advocates to help negotiate;
 - d) Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option);
 - e) Prohibits retaliation for using the grievance process;
 - f) Includes a process for tracking and reporting grievances.
4. Participants and others, in accordance with DDA Policy 5.06 have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, the participant's family, guardian or advocate is also informed.

B. HEALTH AND SAFETY -- The service provider has a policy that addresses confidential / private information for and documents:

1. Incidents involving injury, health or safety issues are immediately reported to DDA Central Office and the County (reference DDA Policy 6.08, *Mandatory Reporting Requirements for Employment and Day Program Services Providers*).
2. Incident reports are tracked and analyzed for potential trends and patterns.
3. Mandatory reporting is done in accordance with Chapter 74.34 RCW, *Abuse of Vulnerable Adults* and Chapter 26.44 RCW, *Abuse of Children*.
4. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

C. POLICIES PROTECTING INDIVIDUAL RIGHTS -- The service provider has policies that protect individual rights that include but are not limited to ensuring:

1. Respectful staff-to-client interactions;

2. A person's right to be treated with dignity, respect and free of abuse;
3. A person's right to privacy; and
4. Safeguarding personal information.

D. ORGANIZATIONAL DESIGN -- The service provider documents:

1. A written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance.
2. The agency assures all direct service staff is trained and has experience in accordance with DDA Policy 6.13 and that training is documented.
3. That it is able to account for and manage public funds compliance with Generally Accepted Accounting Principles "GAAP". An agency, for-profit or non-profit, who receives in excess of \$100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements within nine months subsequent to the close of the subcontractor's fiscal year.
4. An administrative/organizational structure that clearly defines responsibilities.
5. Each employee has a current (within three years), satisfactory background check which has been completed by the DSHS Background Check Central Unit (BCCU) in accordance with RCW 43.43.830-845, RCW 74.15.030 and WAC 388-825. Child Development service providers may submit their background checks directly to the BCCU at DSHS, or they may submit the background checks to the Department of Early Learning, for processing by the DSHS BCCU.
6. Evidence that it employs typical safety protection based upon the environment the participant is working or receiving services in.
7. Assures equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, *Limited English Proficient (LEP) Clients*).

CRITERIA FOR SPECIFIC SERVICES

F. ALL EMPLOYMENT SERVICES-- The service provider documents:

Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. All employment plans should address how the participant will pursue and maintain a community job, increased wages, and increased work hours towards a living wage.

- 1) Current date;
- 2) Time line for the plan;
- 3) Participant's name first and last;
- 4) Participant ADSA ID;
- 5) Employment goal;
 - a. The preferred (job type) the participant wishes to obtain or maintain;
 - b. The preferred wages/salary the participant wishes to earn;
 - c. The number of hours the participant prefers to work;
 - d. The agreed upon time line to achieve the employment goal.
- 6) The participant's skills, gifts, interests and preferred activities;
- 7) Measurable strategies and time lines (action steps and supports) to meet the employment goal;
- 8) Identification of persons and/or entities available to assist the participant in reaching his/her employment goal (example: a family member, Vocational Rehabilitation services, etc.) and;
- 9) Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.

All services relate to the participant's individually identified goal(s) as outlined in the employment plan.

- 1) The identification and provision of supports necessary for job success have been provided to each participant. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.
- 2) Employment service activity and the outcome of those activities in the participant's progress reports.
- 3) Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period.
- 4) Training and support is provided as a part of an individual's pathway to integrated employment in accordance with DDA Policy 4.11, *County Services for Working Age Adults*.
- 5) Information about wages, productivity, benefits, and work hours for each participant.
- 6) Progress in achieving increased wages and work hours for each participant.
- 7) Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in the greater community and supports individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities to seek employment and work in competitive integrated settings; and the setting facilitates individual choice regarding services and supports, and who provides them.
- 8) Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

G. GROUP SUPPORTED EMPLOYMENT-- The service provider documents:

1. Individuals participating in Group Supported Employment shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Support Employment services is permanent integrated employment at or above minimum wage in the community.
2. The direct service staff hours supporting the group.

H. PRE-VOCATIONAL SERVICES-- The service provider documents:

1. Individuals are provided the opportunity to experience typical community settings in support of their pursuit to integrated employment at least monthly.
2. Individuals participating in Pre-vocational services shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of pre-vocational services is permanent integrated employment at or above minimum wage in the community.
3. That volunteer opportunities comply with U.S. Department of Labor standards and applicable State standards.
4. The direct service staff hours supporting the group.

I. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES-- The service provider documents:

1. Supports, which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained. This also includes the development of natural supports.
2. Service is in accordance with the DDA Employment Activities – Strategies and Progress/Outcomes Measures document.
3. State-adopted self-employment guidelines are followed for any individual who owns and operates a business. In addition, at minimum, any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

J. COMMUNITY ACCESS SERVICES -- The service provider documents:

1. Adult Community Access plans will include information that identifies and addresses the individualized goal and support needs for each participant. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. Plans will include the information listed below:

- a) Current date;

- b) Time line for the Plan;
- c) Participant's name first and last;
- d) Participant's ADSA ID;
- e) The participant's skills, gifts, interests, and preferred activities.
- f) The Community Access goal. The goal need to relate to one or more of the following (per the County Guidelines):
 - i. Identify integrated community places where the participant's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
 - ii. Identify typical community clubs, associations, and organizations where the participant can be a member and have decision making capacities.
 - iii. Identify opportunities where the participant can contribute to the community doing new and interesting things or things the individual enjoys.
 - iv. Building and strengthening relationships between family members and members of the local community who are not paid to be with the person.
- g) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & Advocacy)
- h) Measurable strategies and time lines (action steps and supports) to meet the goal.
- i) Identification of persons and/or entities available to assist the participant in reaching his or her long term goal.
- j) Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.

2. All services relate to the participant's individually identified goal(s) as outlined in their plan.
3. Each participant is assisted to participate in typical and integrated activities, events and organizations in the individual's neighborhood or local community in ways similar to others of same age.
4. Each participant is assisted to take part in activities on an individualized basis.
5. The opportunity is provided for connection and relationship building between the participant and people without disabilities who are not paid to provide services to the participant.
6. Volunteer opportunities comply with -U.S. Department of Labor standards (<http://www.dol.gov/opa/aboutdol/lawsprog.htm>) and applicable state standards.
7. Service activity and the outcome of those activities are documented in the participant's progress reports.
8. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings.

EXHIBIT D- Employment Phases & Billable Activities

Understanding Pathways to Employment Services Activities and Outcomes

A. Pathway to employment service definitions

- **Outcome:** The outcome for pathway to employment services is always paid employment and/or self-employment. Client activity outcomes are described in the Strategies and Progress / Outcome Measures
- **Phase:** Describes the general stage along an individual's pathway toward individual community employment at minimum wage or better.
- **Element:** A component of the employment phase that organizes activities into related tasks and strategies.
- **Activity:** Reportable service activities within each element that directly benefit the client and support the employment goals within the individual employment plan. Employment activities may take place with the client present or on behalf of the client when he or she is not present.

B. Reference Documents

1. **Employment Phases and Billable Activities:** This document describes different phases a client in employment services may experience, and the associated service strategies and activities the client might expect. As the process for obtaining paid employment is individualized, the phases do not assume a linear process requiring all elements.

The document also defines what activities may be billed by employment providers and the billing category under which those hours should be reported.

The expectation is that all hours reported are documented specific to the client authorized and relate to the goals and supports outlined within the client's Individual Employment Plan.

2. **Employment Activities - Strategies and Progress / Outcome Measures:** This document puts the elements and activities of the employment phases into the context of assessment and accountability. It assists in answering the question "*How can we assess whether or not progress has occurred for the service strategies employed on behalf of the client?*" This document will be incorporated by reference within the July 1, 2011 contract with Counties and should be used as a tool for provider assessment and monitoring.

Employment Phases & Billable Activities

Phase I

Intake

- Meeting with individual, family and/or other support persons
- Provide system overview including services and funding
- Complete initial paperwork including intake assessment
- Collect individuals history/information/ records from other sources
- Explore resources from:
 - Division of Vocational Rehabilitation (DVR)
 - Social Security Administration
 - Mental Health (MH)

Discovery

- Identify what are job interests
- Conduct an assessment - skills inventory
- Spot potential obstacles and probable remedies
- Consider current job market compared to individuals desired job(s)
- Develop plan including:
 - Goals
 - Methods
 - Strategies

Assessment

- Sample various work sites - tours
- Trial work experience
 - o Job shadow
 - o Volunteer position
- Adaptive technology planning

Job Prep

- Travel training
- Interview skills
- Grooming / hygiene / professional appearance
- Teach self advocacy
- Assistance obtaining required job items - i.e. food handlers' permit, First Aid card etc.
- Develop portfolio / resume
- Apprise of job clubs

Phase II

Marketing / Job Development

- Conduct labor market analysis
- Network
- Target / Research Employer
- Develop relationship with employer
- Educate employer - benefits to employee individual, clarify roles, outline expectation, etc.
- Evaluate employment site, provide proposal to employer and secure commitment.
- Complete job/task analysis
- Identify natural supports
- Identify potential obstacles
- Negotiate job start
- Assist with interview process
- Job replacement / change
- Customize job / job carving
- Match the employment opportunity to the interest, strengths, and skills of the individual.

Phase III

Job Coaching / Job Support

- Assessment - development supports to maintain independence - i.e. tags, checklist etc.
- Coordinate with: transportation and individuals home site schedule
- New hire orientation / testing
- Provide intensive onsite instruction / education
 - To the individual
 - To the co-workers
 - To the supervisor
- Develop natural supports
- Continuous evaluation - modifying job-site, task, and supports as necessary
- Advocating / problem solving / crisis management
- Identify stabilization
- Develop fade schedule
- Continuous communication- families, and the employer
- Coordinate referrals to community resources and case management
- Develop follow-up support plan

Retention / Follow Along

- Advancement
- Periodic on-site visits
- Communication upkeep and relationship expansion/continuation
- Quality assurance - monitoring
- Problem recognition / resolution
- Job modifications - new job tasks - re-training
- Business monitoring change - staff/co-worker re-training etc.
- Advocating - advancement opportunity, increased benefits, and/or more hours
- Update employment plans

Other Staff Hours

1. Record Keeping (without client present), reported under recordkeeping.

- Contact notes/logs
- Periodic progress reports
- Incident reports
- Satisfaction surveys
- Maintain files/records
- Report wage/hour info

2. Recordkeeping (with client present) All recordkeeping that occurs with the client present, will be reported under the associated phase.

3. Travel to client work and service sites by direct service staff will be reported under the associated phase.



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

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 08/12/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 16

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

<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"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 8/4/15
NARRATIVE OF REQUEST Request the Board review, approve and sign the Service Contract for School Nurse Services with Naselle Grays River School District. The school has agreed to add additional funds to cover increased cost of staffing. The funding for this contract is a part of our approved 2015 budget and will be a part of our proposed 2016 budget. No supplemental funds will be needed. And with Willapa Valley School District	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Contract for School Nurse Services with Naselle-Grays River and Willapa Valley School Districts for the 2015-2016 school year	

Name of Contractor: Naselle Grays River School District

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):

Service Contract for School Nurse Services

Indicate type:

- Intergovernmental/Interagency
 Employment/Special Services Agreement
 Federal Contract
 Memorandum of Understanding/Agreement
 Interoffice/Interdepartmental
 State Contract

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

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

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

We have provided school nursing to Naselle Grays River School District for some time. We wish to continue this program which supports our overall budget.

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

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

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Naselle Grays River School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, puberty health education, and communicable disease investigation, surveillance and control for all students. The COUNTY will also provide telephone consultation.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2015 and shall terminate on the 30th day of June 2016.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY \$17,971.80 for 352 hours (including travel time) of direct nursing services plus an additional 37 hours of call time through the school year for a total of 389 hours. Any hours in excess of these hours will be documented and paid at a rate of \$ 46.20 per hour.

The COUNTY agrees to pay any local, state or federal taxes applicable to compensation or income received by the COUNTY pursuant to this agreement.

IV - COMPLIANCE WITH LAWS

The COUNTY, in performance of this agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans With Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other handicaps.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

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, 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, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

VIII - SAVINGS AND SEVERABILITY

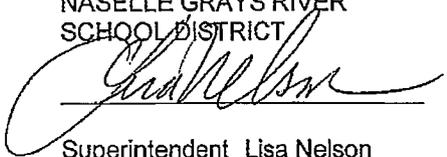
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

IX - ENTIRE AGREEMENT

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of _____, 2015.

NASELLE GRAYS RIVER
SCHOOL DISTRICT



Superintendent Lisa Nelson

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Willapa Valley School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

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This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY \$20,882.40 for 415 hours of direct nursing services at the school and for 37 hours of call time throughout the school year. Any hours in excess of these hours will be documented and paid at a rate of \$ 46.20 per hour.

The COUNTY agrees to pay any local, state or federal taxes applicable to compensation or income received by the COUNTY pursuant to this agreement.

The District agrees not to bill nurse hours to State Administrative match for any outreach, linkage or system development activities

IV - COMPLIANCE WITH LAWS

The COUNTY, in performance of this agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans With Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other handicaps.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

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, 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, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

VIII - SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable 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.

IX - ENTIRE AGREEMENT

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of _____, 2015.

WILLAPA VALLEY SCHOOL DISTRICT



Superintendent Rob Friese

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 17

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 Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 8-5-2015
NARRATIVE OF REQUEST Requesting approval to replace one laptop computer at a cost of up to \$1500 (pending quote from DPW). This will be replacing a laptop computer that was stolen out of the Governor Hotel while on county business. We are currently negotiating with the hotel to reimburse a depreciated cost amount for the computer. The remaining cost (if any) will be paid out of current approved operating budget. Please call me at extension 2648 with any questions.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the purchase of a laptop computer not to exceed \$1,500, subject to adequate budget appropriations	



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 18

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 Mgmt
 Legal Required

DISTRIBUTION LIST:

<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"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 8-5-2015
<p>NARRATIVE OF REQUEST</p> <p>Requesting approval to release the attached RFP to distribute .1% Sales Tax (for mental health & drug & alcohol treatment). The .1% Committee has been working over the past several months to develop this RFP and have proposed the following time line: RFP Released (Aug 17), RFP Due (Oct 16), Committee Judges applications to make funding recommendations (Oct 26), Funding rec to BOCC (Nov 10), Applicants notified (Nov 30), Project Performance period (Jan 2016-Dec 2017).</p> <p>I would like to advertise this RFP in the Chinook Observer for 2 weeks, post on the county website, and will also distribute to various behavioral health networks throughout the state (via email).</p> <p>Please contact me at ex 2648 with any questions. Thank you!</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Authorize issuance of Request for Proposal to provide services that support early identification and intervention for mental illness and/or substance abuse</p>	



Public Health & Human Services



*Substance Abuse—Mental Health—Therapeutic Courts
.1% Sales & Use Tax
(Pacific County Ordinance #175)*

Request for Proposals

Updated August 4, 2015

Background

In 2005, Washington State approved legislation (RCW 82.14.460) allowing counties to raise local sales tax by one-tenth of one percent to augment state funding of mental health and substance abuse programs and services. This may include, but is not limited to: treatment services; case management; housing as a component of a coordinated substance abuse or mental health treatment program; operation or delivery of therapeutic court programs or services, etc.—one penny for every \$10 of purchase. Programs are required to be new or expanded. In January 2015, the Board of County Commissioner (BOCC) passed Ordinance #175, an ordinance relating to the sales and use tax for chemical dependency or mental health treatment and therapeutic court programs and services that authorized the implementation of the tax in Pacific County beginning in April 2015.

As part of the passage of the tax, the BOCC appointed a citizens advisory committee (.1% Committee) to provide recommendations related to the implementation, strategic goals and distribution of this new fund. As part of that process, this Request for Proposal was created to provide an open and equitable process for interested parties to submit proposals to access the .1% funds to provide mental health, substance abuse, and/or therapeutic treatment court services in Pacific County.

RCW 82.15.460

<http://apps.leg.wa.gov/rcw/default.aspx?cite=82.14.460>

Ordinance #175

<http://www.co.pacific.wa.us/ordres/ORD%20175%20final.pdf>

1. What is a Request for Proposal (RFP) and what is the purpose of this RFP?

RFPs are an opportunity to submit proposals for funding consideration. For this RFP, Pacific County is seeking qualified public, non-profit, for profit, and private contractors to submit proposals to provide services that support early identification and intervention for mental illness and/or substance abuse.

2. What types of RFPs will be considered for funding?

Pursuant to applicable State law and Pacific County ordinances, these funds shall be used to support programs or services that reduce the impact to and improve the lives of individuals in Pacific County affected by mental illness or substance abuse disorders. Proposals should address one or more of the strategic themes and goals listed in the **Appendix - Strategic Themes & Goals**

3. Who is eligible to apply?

Any entity eligible to do business in Washington State who can meet Pacific County liability insurance requirements and comply with federal and state non-discrimination laws are eligible to apply. Examples of such entities include, but are not limited to:

- School districts
- Public agencies
- Non-profit organizations
- For profit businesses
- Religious institutions

4. What are the insurance requirements?

A certificate of insurance is required that shows coverage for the proposed services. The certificate shall name Pacific County as an additional insured for activities and include a cancellation notice that provides a thirty (30) day notice to the County if the policy is cancelled or altered.

Comprehensive general liability insurance coverage with a minimum combined single limit per occurrence of \$1,000,000 and a minimum of \$2,000,000 per aggregate is required. If the contractor is unable to meet the insurance minimums set forth, the contractor shall contact the County Risk Manager to discuss insurance options.

5. When will funding decisions be announced?

All applicants should expect to hear on or before November 30, 2015.

6. How much funding is available?

We anticipate approximately \$200,000 will be available per year. The BOCC may select one or more contractors to provide any or all services. Applicants are strongly encouraged to outline how they will leverage other funding sources and/or partner with other agencies to achieve the stated goals.

7. How and when do I submit the RFP?

All RFPs must be COMPLETE. The original RFP including all supporting materials **must be RECEIVED by 5:00 p.m. on October 16, 2015** via email to:

Katie Lindstrom, Deputy Director
Pacific County Health & Human Services
koien@co.pacific.wa.us

8. What if I have a question about the RFP process or document?

Written inquiries regarding RFP content and process must be RECEIVED by 5:00 p.m. on September 4, 2015 via email to:

Katie Lindstrom, Deputy Director
Pacific County Health & Human Services
koien@co.pacific.wa.us

Responses to inquiries will be posted at <http://co.pacific.wa.us/rfa-rfp-rfq/index.htm>.

9. What is the decision making process and RFP timeline?

All applicants who submit a complete RFP by the deadline will be required to make oral presentations to the .1% Committee during a public meeting. Oral presentations are tentatively scheduled for October 26, 2015. RFPs will be reviewed by the .1% Committee who make recommendations for awards to the BOCC. The BOCC will make the final funding determinations. Pacific County, in its sole judgment, reserves the right to determine which proposals best meet the County's needs. The County retains the right to reject any or all proposals or to waive formalities with or without cause.

RFP released	August 17, 2015
Questions regarding RFP document/process are due (via email)	September 4, 2015
(County responses to any questions posted)	September 11, 2015
RFPs due (via email)	October 16, 2015
Oral presentation by applicants (required)	October 26, 2015
Funding recommendations to BOCC	November 10, 2015
Applicants notified	November 30, 2015
Project performance period	January 1, 2016-December 31, 2017

10. What is the project performance period?

Contracts are expected to begin on or about January 1, 2016. Contracts will be up to 24 months in duration. Contract funding will be by **calendar year** and shall be paid on a cost-reimbursement basis. On-going funding is contingent upon adequate progress toward project goals that will be assessed regularly during the project performance period.

11. Other guidelines.

Expenditures for administrative overhead shall be a maximum of 10%. All RFPs submitted become the property of the County and will not be returned. It is understood and agreed applicants claim no property rights to the ideas contained therein.

RFP Check List

Your RFP must include all of the following to be considered.
Please provide simple, concise information and include:

- RFP Checklist (this page)
- Attachment A - Applicant Information Form
- Attachment B - Project Summary Form
- Attachment C - Project Narrative
- Attachment D - Budget
- Letters of commitment from any partners with whom you intend to collaborate for this project

Attachment A - Applicant Information Form

Applicant/Entity Name: _____ **Project Title:** _____

Primary Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

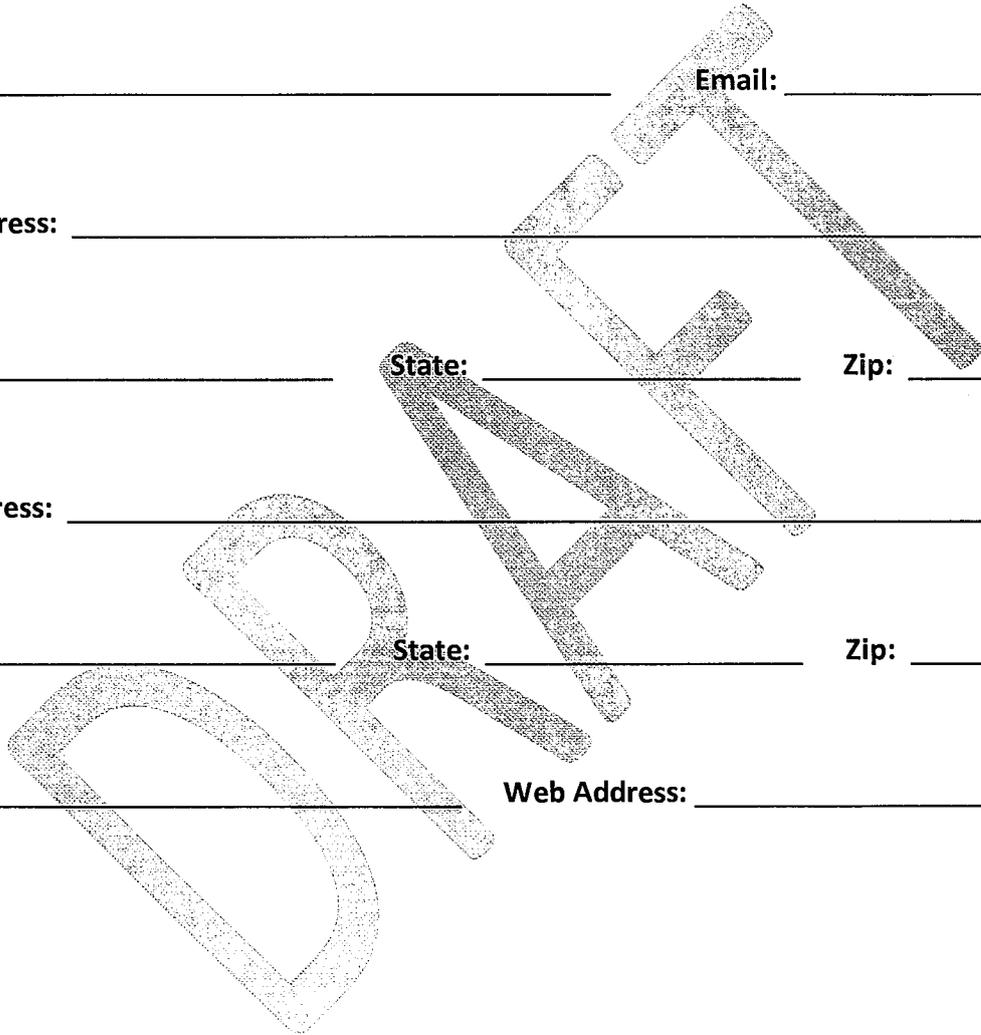
Physical Address: _____

City: _____ **State:** _____ **Zip:** _____

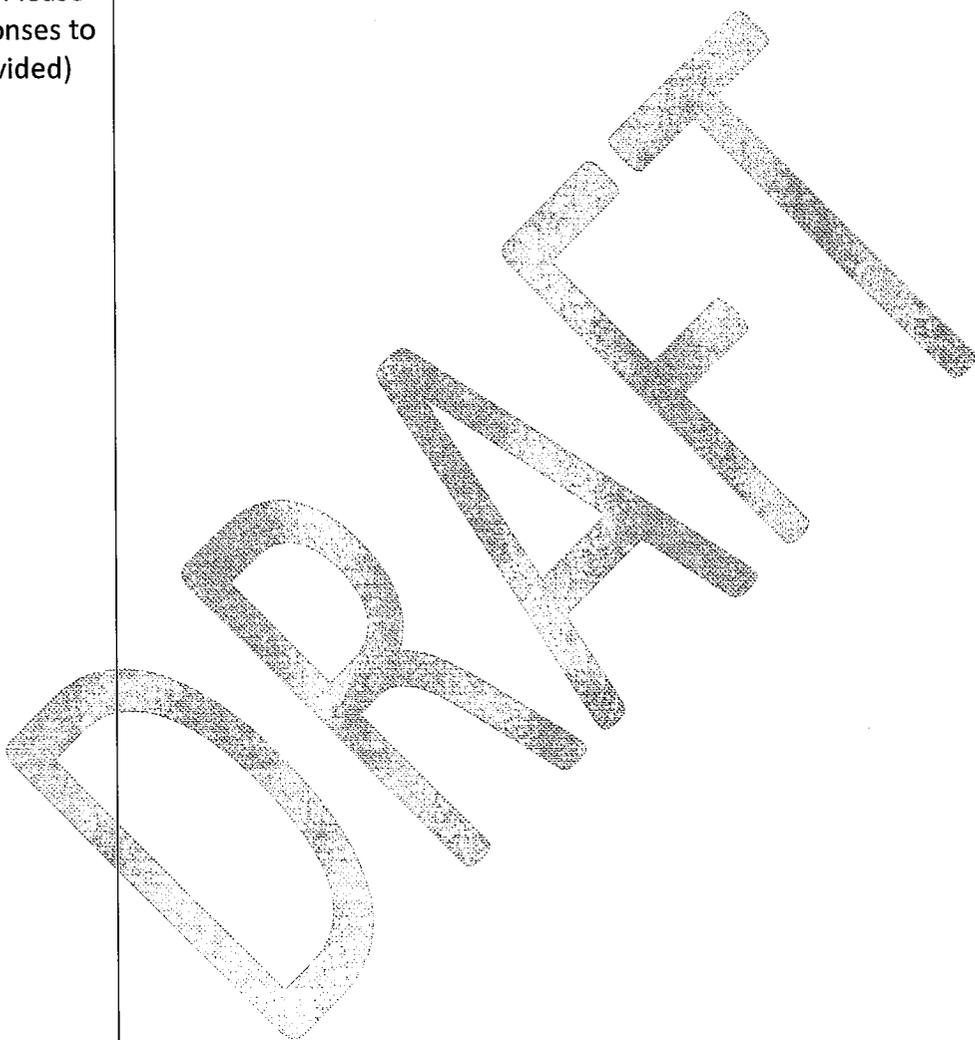
Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

UBI: _____ **Web Address:** _____



Attachment B - Project Summary

Project Title	
Applicant Name	
Project Summary (Brief overview of proposal. Please limit responses to space provided)	
Amount of .1% funds Requested	

1. **Purpose and Project Description:** Provide a detailed description of your proposed project and its purpose. Include the following information:
 - a. Clearly state the purpose, goals, and expected outcomes of your project, and identify how they will be measured.
 - b. Using the project work plan template provided, identify the strategies used to achieve each goal, and the specific activities that will be completed as part of the project.
 - c. Indicate whether the project is new or established. If established, indicate the date it began.
 - d. If applicable, identify the model the project is based upon and cite related research. A list of evidence-based practices can be found at: <http://www.nrepp.samhsa.gov/Index.aspx>.

2. **Needs Statement:** Describe why your project is needed. Include the following information:
 - a. Describe the causes, consequences, and magnitude of the issues your project will address.
 - b. Clearly show how your project aligns with the strategic themes and/or goals outlined in the **Appendix - Strategic Themes & Goals**.
 - c. Identify the project's intended audience. Include geographic areas to be served and other demographic information about project recipients.
 - d. If the proposed project provides services similar to those already available in the county, clarify the need for additional services.

3. **Collaboration:** Preference will be given to proposals demonstrating a collaborative approach. Describe any plans to collaborate with other community partners that will support project implementation. Include the following information:
 - a. Identify other organizations participating in the proposed project. Describe the roles and responsibilities of these organizations and include Letters of Commitment demonstrating partner investment as an attachment to the RFP.
 - b. Identify (source and amount) other funding that will be used to support the proposed project.
 - c. Identify "in-kind" and other non-monetary resources that will support the proposed project.

4. **Staff and Organizational Experience:** Provide an overview of the organization and staff who will be implementing the proposed project. Include the following information:
 - a. Discuss the capability and experience of the applicant organization.
 - b. Provide information about who will be responsible for project implementation including required qualifications for project staff.

5. **Evaluation:** Describe how project success will be measured. Include the following information:
 - a. Describe how you will ensure project fidelity.
 - b. Identify performance measures that will be tracked.
 - c. Describe how data will be used for project quality improvement.

Project Work Plan Template *(you may add more goals and/or activities as necessary)*

GOAL ONE:		
<i>Strategy 1:</i>		
Activity	Who's responsible?	By when?
<i>Strategy 2:</i>		
Activity	Who's responsible?	By when?

GOAL TWO:		
<i>Strategy 1:</i>		
Activity	Who's responsible?	By when?
<i>Strategy 2:</i>		
Activity	Who's responsible?	By when?

Attachment D - BUDGET

Year 1 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
TOTAL	\$	\$	\$

*Describe source of funds.

Year 2 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
TOTAL	\$	\$	\$

*Describe source of funds.

NOTE:

If we cannot provide the full funding, what is the minimum dollar amount needed in order to still run your proposed project? _____

Please indicate how the project would be affected, if funded at this minimum amount.

Appendix - Strategic Themes & Goals

The .1% Committee has established the following strategic themes and goals. Entities that submit proposals for the use of the .1% sales tax fund should build their projects to address one or more of these specific goals.

Substance Abuse – Substance abuse and its effects upon the individual, their family and society are devastating and directly tied to the health and welfare of the community. The disease is far more complex than the mere abuse of and dependency on mood-altering chemicals, and recovery is far more complex than just becoming abstinent. Reducing the numbers of people affected by substance abuse is directly correlated with a decrease in crime, medical treatment and mental health issues within our community.

- Goal #1: Increase access to treatment and support services that promote recovery for adults and youth for residents who do not qualify for other funding sources.
- Goal #2: Provide services to individuals who present for treatment with a diagnosis of substance abuse as an early intervention strategy to reduce the long-term cost of providing services at a higher level.
- Goal #3: Promote engagement in treatment and recovery services by utilizing a best practice model that removes barriers that prevent individuals from being successful in treatment and recovery.
- Goal #4: Provide education, screening, referral and brief intervention services in the community.
- Goal #5: Increase case management, community support, and transition services for individuals with substance use disorders who are high utilizers of local/state systems, e.g., jail, inpatient, emergency rooms, etc.

Mental Health – Access to mental health care is critical to a healthy community. It is estimated 1 in 5 Washington residents will experience mental illness in a given year. With these significant numbers we are also experiencing a decrease in resources to adequately help and serve this population. With proper mental health treatment including early intervention we can reduce the impact upon our justice system and our community.

- Goal #1: Increase access and continuity in treatment and support services for families and individuals regardless of ability to pay.
- Goal #2: Reduce inappropriate use of county, municipal, and community resources by individuals who have co-occurring mental health and substance abuse issues.
- Goal #3: Improve quality of treatment and support services by utilizing best practice models to create innovative programs.
- Goal #4: Increase long term, supportive housing options/programs for individuals with severe and persistent mental illness.
- Goal #5: Increase case management, community support, and transition services for individuals with mental health diagnosis who are high utilizers of local/state systems, e.g., jail, inpatient, emergency rooms, etc.

Therapeutic Courts – Therapeutic courts are court-supervised treatment programs designed to treat addicted individuals to give them the tools they need to change their lives. Therapeutic courts reduce recidivism, substance abuse, child abuse and neglect, improve family relationships, and increase earning potential for participants. Therapeutic courts are comprised of a multi-disciplinary team, including substance abuse and mental health professionals, who adhere to the fidelity of the therapeutic court model. Most individuals participating in a therapeutic court program suffer from co-occurring substance abuse and mental health disorders.

- Goal #1: Implement therapeutic courts that adhere to the key components.
- Goal #2: Reduce substance abuse and promote long term recovery among participants in therapeutic courts.
- Goal #3: Reduce future involvement in the court system.
- Goal #4: Improve permanency placement process for children in Family Dependency Treatment Court.

Updated August 4, 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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 19

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

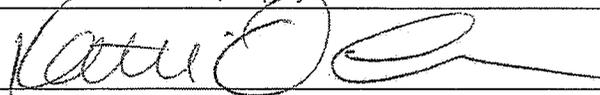
Review Clerk of the Board
 Risk Mgmt
 Legal Required

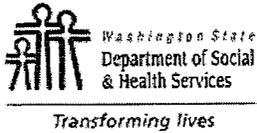
DISTRIBUTION LIST:

<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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: 8-4-2015
NARRATIVE OF REQUEST Requesting approval of agreement #1563-43868 with DSHS Division of Behavioral Health & Recovery for drug and alcohol treatment services for the time period beginning July 1, 2015-April 2016. After April 2016, treatment funding will no longer go through the county, instead, Pacific County will be joining a 5 county Behavioral Health Organization (BHO) who will manage the funding at a regional level. There are no major programmatic changes in the contract language from the last version of this contract. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve County Program Agreement #1563-43868 for Chemical Dependency treatment services with Department of Social & Health Services and authorize Chair to sign	



INTERLOCAL AGREEMENT

DSHS Agreement Number:
1563-43868

CD Treatment

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:
Contractor Contract Number:

CONTRACTOR NAME Pacific County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1231
CONTRACTOR CONTACT Katie Oien-Lindstrom	CONTRACTOR TELEPHONE (360) 875-9343	CONTRACTOR FAX (360) 875-9323	CONTRACTOR E-MAIL ADDRESS koien@co.pacific.wa.us
DSHS ADMINISTRATION Behavioral Health and Service Integration	DSHS DIVISION Division of Behavioral Health and Recovery	DSHS CONTRACT CODE 1647CS-63	
DSHS CONTACT NAME AND TITLE Jason Bean-Mortinson Contract Manager		DSHS CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 985045330	
DSHS CONTACT TELEPHONE (360)725-3808	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS beanmjc@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBER(S) 93.959	
AGREEMENT START DATE 07/01/2015	AGREEMENT END DATE 03/31/2016	MAXIMUM AGREEMENT AMOUNT \$183,049.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: Exhibit A: Data Security Exhibit; Exhibit B: Awards and Revenue (A&R)			
The terms and conditions of this Agreement 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 Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE BHSIA Contracts	DATE SIGNED



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 20

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: Deputy Director	PHONE / EXT: 2648
SIGNATURE: <i>Natie O'R</i>	DATE: 7/27/2015
NARRATIVE OF REQUEST Requesting approval and signature of agreement #1563-45221 with DSHS- Division of Developmental Disabilities for the FY 16 contract to provide employment services for adults with developmental disabilities in Pacific County. These funds are contracted by the county to our two providers, Coast Rehab and Coastal Community Action. There are no major program or budgetary changes from this same contract from last biennium. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve County Program Agreement #1563-45221 for Developmental Disabilities Services with Department of Social & Health Services and authorize Chair to sign	

Name of Contractor: DSHS- Division of Developmental Disabilities

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended):
1563-45221

Indicate type:

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

Contractor Type (check all that apply):

For-Profit Private Organization/Individual
 Non-Profit Public Organization/Jurisdiction
 State Sub-Recipient
 Federal Other

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: _____,XXX.XXX.XX.XX

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

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH: _____

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS: _____



Transforming lives

**COUNTY
PROGRAM AGREEMENT
DDA County Services**

DSHS Agreement Number

1563-45221

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

Developmental Disabilities Admin

DSHS DIVISION

Division of Developmental Disabilities

DSHS INDEX NUMBER

1231

DSHS CONTRACT CODE

1769CS-63

DSHS CONTACT NAME AND TITLE

Luise Frank
Program Specialist II

DSHS CONTACT ADDRESS

6860 Capital Blvd
Olympia, WA 98501-

DSHS CONTACT TELEPHONE
(360) 725-4252

DSHS CONTACT FAX
(360) 586-6502

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

COUNTY NAME

Pacific County
Pacific County DDA County Services

COUNTY ADDRESS

PO Box 26
South Bend, WA 98586-

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

916001356

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?

No

CFDA NUMBERS

PROGRAM AGREEMENT START DATE
07/01/2015

PROGRAM AGREEMENT END DATE
06/30/2016

MAXIMUM PROGRAM AGREEMENT AMOUNT
\$260,748.00

EXHIBITS. The following Exhibits are attached: **Exhibit A – Data Security Requirements; Exhibit B – Program Agreement Budget; Exhibit C – Local Match Certification**

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

Steve Rogers
Chairman

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Melissa Diebert, Contract Manager



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 21

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

Legal Required

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU 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 TREASURER' OFFICE DIVISION (if applicable): TREASURER

OFFICIAL NAME & TITLE: RENEE GOODIN, TREASURER PHONE / EXT: 360-875-9421 EXT 3420

SIGNATURE: _____ DATE: AUGUST 4, 2015

NARRATIVE OF REQUEST

I'm requesting that the Pacific County Commissioners, county legislative authority, pass a resolution under RCW 84.64.050 that will allow the county treasurer to issue a certificate for fewer than all years' taxes, interest, and costs to a minimum of the taxes, interest, and costs for the earliest year for real properties facing foreclosure.

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

Adopt Resolution 2015-041 authorizing indefinitely limited-years' tax-delinquency certificates

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

RESOLUTION NO. 2015-_____

**AUTHORIZING INDEFINITELY LIMITED-YEARS'
TAX-DELINQUENCY CERTIFICATES**

WHEREAS, Chapter 84.64.050 RCW states that after the expiration of three years from the date of delinquency, when any property remains on the tax rolls for which no certificate of delinquency has been issued, the county treasurer must proceed to issue certificates of delinquency on the property to the county for all years' taxes, interest, and costs. However, the county treasurer, with the consent of the county legislative authority, may elect to issue a certificate for fewer than all years' taxes, interest, and costs to a minimum of the taxes, interest, and costs for the earliest year; and

WHEREAS, because the ongoing adverse economic climate has resulted in a number of parcels in the County being subject to tax foreclosure, a significant number of which are not normally delinquent, the Pacific County Treasurer is authorized to issue a certificate for fewer than all years' taxes, interest, and costs to a minimum of the taxes, interest, and costs for the earliest year; and

WHEREAS, pursuant to Chapter 84.56.020 RCW, interest would continue to accrue on delinquent taxes for all years, and, pursuant to Chapter 84.64.200 RCW, any parcel that must eventually be sold at tax foreclosure would be offered for sale for the full amount of all years' delinquent taxes, interest and costs; and

WHEREAS, the Board concurs that special circumstances justify issuance of certificates of tax delinquency in the current fiscal year for the three prior years' taxes, interest and costs, and that such authority should continue unless and until terminated by the Board upon the recommendation of the Treasurer, and now wishes to provide its consent to such issuance;

NOW, THEREFORE, BE IT RESOLVED, that the Board consents to the County Treasurer issuing certificates of tax delinquency for current fiscal year and for the three prior years' taxes, interest and costs; and

BE IT FURTHER RESOLVED, that the Treasurer's authority to issue certificates for such limited-years' delinquency shall continue each year unless and until terminated by the Board .

PASSED by the following vote this 11th day of August, 2015 by the Board of Pacific County Commissioners, meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage.

_____ YEA; _____ NAY; _____ ABSTAIN _____ ABSENT

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Marie Guernsey
Clerk of the Board

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner



REQUESTED MEETING DATE:

8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 22

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 Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: Vegetation Management DIVISION (if applicable): Spartina

OFFICIAL NAME & TITLE: ED DARCHER - COOR. PHONE / EXT: 875-9425

SIGNATURE: Ed Darcher DATE: 7/30/15

NARRATIVE OF REQUEST

Increase hourly wage of Richard Mark from \$17/hr. to \$18/hr. Richard has his aquatic license and is ~~certified~~ certified on the county airboat. He is trustworthy and efficient. (Ed)

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

RECEIVED
 PACIFIC COUNTY
 JUL 30 2015



Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY 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 Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU 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: <i>Vegetation Management</i>	DIVISION (if applicable): <i>Spartina</i>
OFFICIAL NAME & TITLE: <i>E. DARCHER - COOR</i>	PHONE / EXT: <i>875-9425</i>
SIGNATURE: <i>E. Darcher</i>	DATE: <i>7/30/15</i>
NARRATIVE OF REQUEST <i>Raise Ashley's hourly wage from \$16/hr to \$17/hr. Richard has his aquatic license and just took the agriculture which I expect he will pass. He is a hard worker with a good attitude.</i>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

RECEIVED
 PACIFIC COUNTY

JUL 30 2015



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
8/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 23

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Vegetation Mgmt</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nesbitt - Director</u>	PHONE / EXT: <u>360 942-7758</u>
SIGNATURE:	DATE: <u>7/28/15</u>
NARRATIVE OF REQUEST <u>Seeking Booc approval for two contracts by and between WSDA and PC DVM (Contract #K1709 & #K1747) for control of Spartina and Knotweed (respectively) in Pacific County. Also, seeking permission for Director to sign agreements.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <u>Approve Interagency Agreements with WA State Department of Agriculture #K1709 to eradicate Spartina; authorize Chair to sign, and #K1747 to control knotweed</u>	

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
PACIFIC COUNTY
AND ITS AGENT
PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Pacific County and its agent, Pacific County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Pacific County and its agent, Pacific County Noxious Weed Control Board, funding for a project to survey for and eradicate invasive Spartina species within Pacific County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Pacific County through its agent, Pacific County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on July 1, 2015 and end on June 30, 2017, unless terminated sooner or extended by WSDA as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$280,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Pacific County Spartina Survey and Eradication Program, will be reimbursed to Pacific County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Pacific County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K1709 on all invoices. Payment to Pacific County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. **In no case can this be more than 10 days past the end of the biennium.**

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Pacific County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Pacific County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Pacific County and its agent, Pacific County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Pacific County or its agent, Pacific County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Pacific County and its agent, Pacific County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Pacific County and its agent, Pacific County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Plan of Work (Attachment A);
- c. Budget (Attachment B);
- d. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Pacific County and its agent, Pacific County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Pacific County and its agent, Pacific County Noxious Weed Control Board, to WSDA for any breach in the performance of Pacific County and its agent Pacific County Noxious Weed Control Board's duties. Pacific County may sub-contract the work in Attachment A within the limitations of the budget in Attachment B.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon 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 of the parties hereto.

CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is:

James Marra, Pest Program Manager
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 902-2071
jmarra@agr.wa.gov

The Agreement administrator for Pacific County is:

Jeff Nesbitt, Coordinator
Pacific County Noxious Weed Control Bd.
PO Box 88
South Bend, Washington 98586
(360) 875-9425
jnesbitt@co.pacific.wa.us

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

PACIFIC COUNTY

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT A
Plan of Work
Pacific County
and its agent Pacific County Noxious Weed Control Board
Spartina Survey and Eradication
July 1, 2015 to June 30, 2017

Spartina is an extremely damaging biological invader with the potential to harm the ecosystems and economies of our state's estuarine waters. Pacific County is an important partner in the fight to eradicate Spartina from Washington's shores. This agreement outlines services that Pacific County and its agent, the Pacific County Noxious Weed Control Board, are to perform to assist the coordinated Spartina eradication effort.

County Spartina Control Crew Criteria:

Pacific County through its agent, Pacific County Noxious Weed Control Board will, conduct control work on the Spartina infestations within Willapa Bay, Pacific County, Washington during the 2015 and 2016 control seasons. Control efforts will be focused on maintaining control on previously controlled areas, preventing seed set and possible spread to adjacent areas, and surveying for and eradicating new infestations where found. These efforts will build upon the work conducted by the county under previous agreements with WSDA.

Minimum work specifications: A weed survey and eradication crew and a supervisor will be hired to eradicate Spartina infestations within Pacific County. Pacific County Spartina control efforts will use an integrated weed management approach, which incorporates where appropriate: manual, mechanical and herbicide application techniques. Applications of herbicide are limited to products with appropriate labels that are covered under the Aquatic Noxious Weed Control National Pollutant Discharge Elimination System (NPDES) General Permit.

All control methods will be employed consistent with the laws, rules and regulations of Washington State and Pacific County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Pacific County, or subcontractors to Pacific County, must enter into a contract with WSDA under which Pacific County, or subcontractors to Pacific County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The County Spartina Control Supervisor and crew will work closely with the County Noxious Weed Coordinator and the WSDA Spartina Coordinator, and be active in the field from July 1, 2015 to October 31, 2015; and June 1, 2016 to October 31, 2016.

Expenditures:

The funds provided for the county Spartina control crew will primarily go towards salaries and benefits for the crew members, equipment and supply purchases, repair and maintenance. The funds will not fund any overhead costs including maps, computer programs, or other costs unless the expenditure is specifically authorized in writing by WSDA.

Coordination:

The Pacific County Spartina Survey and Eradication Program will be coordinated with state, local and private control efforts. Permission will be obtained prior to conducting eradication activities on private lands.

Deliverables:

The Pacific County Noxious Weed Coordinator will submit one written report to the WSDA Agreement administrator each fiscal year, documenting the work conducted in Willapa Bay. The first report is due December 1, 2015 and the second is due December 1, 2016. Reports will include the following for each site: date(s) of control and survey activities, the type of control and survey conducted, difficulties encountered, results of the control and survey efforts, maps and photo documentation of sites treated and surveyed, and iForm GPS data for all plants located and treated by the survey. Additionally all survey laps will be documented utilizing ESRI Collector. Final payment for each fiscal year under this Agreement will not be made until the report and all required data is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's coverage under the Aquatic Noxious Weed Control NPDES General Permit.

**ATTACHMENT B
Budget
Pacific County
and its agent Pacific County Noxious Weed Control Board
Spartina Survey and Eradication
July 1, 2015 to June 30, 2017**

Total payment to Pacific County will not exceed \$170,000.00 in fiscal year 2016 (i.e., July 1, 2015 through June 30, 2016). Any funds remaining can be spent in fiscal year 2017 (i.e., July 1, 2016 through June 30, 2017).

1. Salary and benefits.....	\$240,000.00
2. Supply and equipment.....	\$28,000.00
3. Indirect costs at 5% of salaries and benefits	\$12,000.00
Total.....	\$280,000.00

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
PACIFIC COUNTY
AND ITS AGENT
PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Pacific County and its agent, Pacific County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Pacific County and its agent, Pacific County Noxious Weed Control Board, funding for a project to control invasive knotweed species within the riparian corridors of Pacific County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Pacific County through its agent, Pacific County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on July 1, 2015 and end on June 30, 2017, unless terminated sooner or extended by WSDA as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$25,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Pacific County Knotweed Control and Eradication Program, will be reimbursed to Pacific County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Pacific County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K1747 on all invoices. Payment to Pacific County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. **In no case can this be more than 10 days past the end of the biennium.**

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Pacific County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Pacific County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Pacific County and its agent, Pacific County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Pacific County or its agent, Pacific County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Pacific County and its agent, Pacific County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Pacific County and its agent, Pacific County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Plan of Work (Attachment A);
- c. Budget (Attachment B);
- d. Permission to Enter Private Land and Waiver of Liability (Attachment C); and

- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Pacific County and its agent, Pacific County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Pacific County and its agent, Pacific County Noxious Weed Control Board, to WSDA for any breach in the performance of Pacific County and its agent Pacific County Noxious Weed Control Board's duties.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon 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 of the parties hereto.

CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is: James Marra, Ph.D.
Pest Program Manager
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 902-2071
jmarra@agr.wa.gov

The Agreement administrator for Pacific County is: Jeff Nesbitt, Director
Pacific County Vegetation Management
PO Box 88
South Bend, Washington 98586
(360) 875-9425
jnesbitt@co.pacific.wa.us

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

PACIFIC COUNTY

By: _____
Title: _____
Date: _____

ATTACHMENT A
Plan of Work
Pacific County
and its agent Pacific County Noxious Weed Control Board
Project for Knotweed Control
July 1, 2015 to June 30, 2017

County Knotweed Control Criteria:

Pacific County through its agent, Pacific County Noxious Weed Control Board, will conduct control work on knotweed infestations located within the riparian corridors of Pacific County. The control of any knotweed species not located in a riparian corridor requires written permission from the WSDA knotweed coordinator prior to any treatments or work completed. Treatment of these areas will utilize funding allotted by the state legislature for control of knotweed species during the 2016-17 state fiscal biennium. Control shall include field survey directly associated with areas to be treated.

Minimum work specifications: workers will be hired or contracted to treat knotweed infestations known or discovered in the area identified above. Pacific County knotweed control employees or contractors will use an integrated weed management approach, in conjunction with the best management practice for the control of invasive knotweed species. All control methods will be employed consistent with the laws, rules and regulations of Washington State, Pacific County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Pacific County, or subcontractors to Pacific County, must enter into a contract with WSDA under which Pacific County, or subcontractors to Pacific County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The crew will work closely with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator, and be active in the field from July 1, 2015 to June 30, 2017, as allowed by the variable growth season of knotweed and any required preparation or conclusion times. Work will only take place on property for which the Pacific County Noxious Weed Control Board has obtained prior written permission for entry and treatment, utilizing the permission form provided by WSDA (Attachment C) or any applicable permission form approved by WSDA, from the landowner or tenant. Pacific County Noxious Weed Control Board will also provide access to these properties for the WSDA Knotweed Control Coordinator. Changes made to any permission form must be approved by WSDA prior to the performance of any work on that property undertaken under terms of this Agreement.

Work Crew and Work Hours:

The knotweed control crew will work or be under contract with the county noxious weed control board during the specified period, dedicating their time to controlling knotweed in the project area.

The control crew will have one crew leader who will be responsible for coordinating the crew's work, and who will maintain ongoing contact with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator.

Equipment:

The knotweed control crew will use all available tools for control, including manual controls and herbicide applications, to control knotweed infestations in Pacific County. The control crew may use equipment provided by other agencies, provided the county noxious weed coordinator and the WSDA Knotweed Control Coordinator agree to the usage of the equipment and materials.

Program Needs Provided by WSDA:

WSDA may furnish the knotweed control crew with herbicide, public information fliers, public notification signs, and other equipment as the WSDA Knotweed Control Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the county knotweed control crew will primarily go towards salaries and benefits, travel, supplies and equipment expenses for the crewmembers. All supplies furnished by WSDA will be used in Washington State and under the supervision of county personnel. An inventory list will be furnished to WSDA upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Pacific County Knotweed Control Program will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator will submit a written report to the WSDA Agreement administrator, documenting the work conducted in Pacific County, as follows: A season ending report is due December 1, 2015 and December 1, 2016, which will include the following: date(s) of control activities, map of project area(s), the type of control conducted, difficulties encountered, solid acres of knotweed treated, acres of knotweed protected, number of river miles worked, number of landowners assisted, and photo documentation of selected sites, including before and after treatment photos. The county noxious weed coordinator will supply WSDA with all geographic information system data that is generated as a result of this Agreement. Final payment under this Agreement will not be made until the season ending report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

**ATTACHMENT B
Budget
Pacific County
and its agent Pacific County Noxious Weed Control Board
Knotweed Control Project
July 1, 2015 to June 30, 2017**

Total payment to the Pacific County and its agent Pacific County Noxious Weed Control Board will not exceed \$25,000.00 in fiscal biennium 2017 (i.e., July 1, 2015 through June 30, 2017).

1. Salaries and benefits.....	\$21,750.00
2. Supplies, equipment, and travel.....	\$2,165.00
3. Indirect	\$1,085.00
TOTAL:	\$25,000.00

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

ATTACHMENT C
Permission to Enter Private Land and Waiver of Liability
Pacific County
and its agent Pacific County Noxious Weed Control Board
Project for Knotweed Control

PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY

THIS AGREEMENT INCLUDES PERMISSION TO ENTER PRIVATE PROPERTY AND A WAIVER OF CERTAIN CLAIMS OF LIABILITY. READ CAREFULLY BEFORE SIGNING.

This Permission to Enter Private Land and Waiver of Liability is made between the Pacific County Noxious Weed Control Board, hereafter referred to as "the Board," and _____, hereafter referred to individually or collectively as "the property owner(s)."

INTRODUCTION

1. The control and eradication of noxious weeds on public and private lands is in the public interest and the presence of invasive knotweeds (*Polygonum spp.*) on private lands threatens wildlife habitat and provides a source for renewed infestation of other private and public lands. Effective eradication of knotweeds requires concerted effort on both public and private lands to protect our natural resources.
2. The Board and its agents desire to perform activities to eradicate and/or control knotweed on public and private lands within Pacific County. These activities are authorized and carried out under one or more of the following chapters: 17.04 RCW, 17.06 RCW, 17.10 RCW, and 17.24 RCW.
3. The property owner(s) is/are the sole owner of property located at _____ in Pacific County, Washington, hereafter referred to as "the property."
4. The property owner(s) is/are interested in and benefited by the eradication and/or control of knotweed on the property.
5. The property owner(s) and the Board desire to memorialize an agreement for the purpose of eradication and/or control of knotweed on the property.

AGREEMENT

1. **Permission.** In consideration of the benefits described above, the property owner(s) grant permission to the Board and its agents, contractors, cooperators and employees to enter onto the property from July 1, 2015 to December 31, 2019 to perform activities to eradicate and/or control knotweed on the property. The property owner(s) acknowledge and agree that these activities may include the application of herbicide to the property.

The property owner(s) also grant permission to agents, contractors, cooperators and employees of the Washington State University and/or the Washington State Department of Agriculture to enter onto the property from July 1, 2015 to December 31, 2019 for the purpose of monitoring and evaluating the success of knotweed eradication and/or control activities.

2. **Expiration and Revocation.** The Board and its agents, contractors, cooperators and employees are permitted to enter the property on all of the above dates and until December 31, 2019, or until this permission is revoked, whichever occurs first. The property owner(s) may revoke this permission by

presenting a written letter of revocation to the Board. The revocation is effective five (5) business days after receipt by the Board.

- 3. **Liability Waiver.** The purpose of entry onto the property is to perform activities to eradicate and/or control knotweed. The property owner(s) expressly agree to hold harmless the Board, the Washington Department of Agriculture (WSDA), and the agents, contractors, cooperators and employees of the Board, or WSDA, and to waive any claim of liability against the Board, WSDA, and the agents, contractors, cooperators and employees of the Board, or WSDA, for any injury, damage, or harm which is the logical and intended consequence of activities properly performed to eradicate and/or control knotweed.

The Board and its agents, contractors, cooperators and employees agree to waive any claim of liability against the landowner for any injury, damage, or harm which is not the consequence of the landowner's negligence. As to any other act or omission of either party under this agreement, each party shall be responsible for its own acts or omissions and those of its officers, employees and agents under this agreement. No party to this agreement shall be responsible to the other for the acts or omissions of entities or individuals not a party to this agreement.

- 4. **Entire Agreement.** This Permission to Enter Private Land and Waiver of Liability contains the entire agreement between the parties with regard to the matters set forth herein.
- 5. **Applicable Law.** This Permission to Enter Private Land and Waiver of Liability shall be construed and interpreted according to the laws of the State of Washington.

BY THE SIGNATURE BELOW, THE PROPERTY OWNER(S) DECLARE THAT THE TERMS OF THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY HAVE BEEN COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED AND EXPRESSLY WAIVE ANY CLAIM THAT THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY IS NOT FAIRLY AND KNOWINGLY MADE.

Property Owner(s)/Legal Representative: _____

Property Owner(s) Mailing Address: _____

Street

City

County

Zip

Telephone Number(s): _____

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of authorized representative,
Pacific County Noxious Weed Control Board

Signature of authorized representative,
Pacific County Noxious Weed Control Board

Date

Contact information for the Pacific County Noxious Weed Control Board:

Jeff Nesbitt, (360) 875-9425
410 E Quincy St.
South Bend, WA 98586



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

8-11-2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 24

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <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"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU 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 Clerk	DIVISION (if applicable):	
OFFICIAL NAME & TITLE:	Virginia Leach, County Clerk	PHONE / EXT:	2222
SIGNATURE:		DATE:	7-23-2015

NARRATIVE OF REQUEST

Requesting ability to sign annual maintenance agreement for Superior Court jury system. Also, approval for Superior Court to pay the annual billing of \$1,625.00.

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

Approv Annual Maintenance Agreement with Jury Systems Inc. and authorize Clerk to sign

Name of Contractor: Jury Systems Inc.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
Software maintenance agreement renewal

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply):
- | | |
|--|---|
| <input checked="" type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |

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

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

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

To be located at: Software Maintenance

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$1,625.00

TOTAL TAX: _____

TOTAL SHIPPING/HANDLING: _____

EXPENDITURE FUND #: _____XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH: _____

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS: _____

JURY+ Jury Management System
Software Maintenance Agreement Renewal
Terms and Conditions
04/23/15
Page 1

This agreement is made between Jury Systems Incorporated ("JSI") and Pacific County ("Customer") for the renewal of the Software Maintenance Agreement entered into on the 22nd of December, 2009 regarding the following Programs (as "Programs" is defined in said Software Maintenance Agreement.

JURY+ Next Generation

The terms and conditions of that existing Software Maintenance Agreement is incorporated as part of this Agreement as if fully set forth herein:

The renewed maintenance period begins immediately upon expiration of the existing Software Maintenance Agreement. If the existing Software Maintenance Agreement expires of its own terms prior to execution of this renewal, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay maintenance fees for all periods during which maintenance was not in effect, on a cumulative basis, together with interest thereon compounded annually at the rate of ten percent (10%) per annum commencing with the expiration or termination of the last paid maintenance period. Upon renewal of the Software Maintenance Agreement, duration of maintenance shall be retroactive to the date of expiration of the previous Software Maintenance Agreement.

The annual maintenance fees for JURY+ for the period of 6/1/15 – 5/31/16 are as follows:

Premium Plan	\$	1,225
+1 Plan	\$	0
+2 Plan	\$	400
+3 Plan	\$	0
Total	\$	1,625

Limitation of Warranty

JSI AGREES THAT ALL SERVICES COVERED BY THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH GENERALLY ACCEPTED DATA PROCESSING INDUSTRY STANDARDS. JSI MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT AS TO MERCHANTABILITY OR FITNESS OF SUCH ENHANCEMENTS NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AS TO SUCH ENHANCEMENTS, EXCEPT AS STATED IN THIS AGREEMENT. JSI MAKES NO REPRESENTATION OR WARRANTY AS TO THE MANNER OF PERFORMANCE OF INVESTIGATIVE OR CORRECTIVE SERVICES UNDER THIS AGREEMENT, NOR

JURY+ Jury Management System
Software Maintenance Agreement Renewal
Terms and Conditions
04/23/15
Page 2

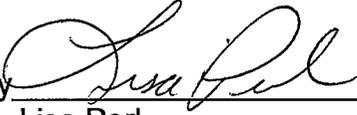
ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, EXCEPT AS STATED IN THIS AGREEMENT. JSI ASSUMES NO LIABILITY OR OBLIGATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OF USE, REVENUE, PROFIT OR CONSEQUENTIAL DAMAGES.

Attachments

Attached hereto and made a part hereto: n/a

IN WITNESS WHEREOF, JSI's and the Customer's authorized representatives execute this Agreement as follows:

JSI
Jury Systems Incorporated
Simi Valley, California

By  _____
Lisa Perl
VP of Finance & Operations

Date 4-27-15

Customer

By _____

Name Printed _____

Title _____

Date _____



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 25

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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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: General Administration	DIVISION (if applicable): Risk Management
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT: 3339
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 7/31/15
NARRATIVE OF REQUEST Per the attached quote from Andy Seaman, DPW Computer Services, we are requesting to replace Sarah Bottom's computer to better handle the work related to public disclosure requests. Andy suggested a Dell OptiPlex 9020 (includes a 24" monitor). The total cost is \$1,459.32. We have budget available to absorb this cost in Fund 531 - Risk Management.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of Dell OptiPlex 9020 MT BTX in the amount of \$1,459.32, include WA State Sales Tax and subject to adequate budget appropriations	



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

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 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 26

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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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: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 7/28/2015
NARRATIVE OF REQUEST The Human Services Advisory Council have amended their By-Laws, as well as requested the name be changed to Human Services Advisory Board. They are also requesting an increase of membership to 15 (was 11).	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the Human Services Advisory Council name change to Human Services Advisory Board, increase membership to 15 and acknowledge the By-Laws as adopted by the Advisory Board on July 13, 2015	

**PACIFIC COUNTY HUMAN SERVICES ADVISORY BOARD
BY-LAWS**

ARTICLE I. – NAME

The name of this organization shall be the Pacific County Human Services Advisory Board (HSAB).

ARTICLE II. – PURPOSE

The purpose of this Board shall be to:

- A. Advise the Pacific County Board of County Commissioners (BOCC) on all matters pertaining to the needs, services, facilities, and special problems relating to Behavioral Health (Substance Abuse & Mental Health), Housing/Homelessness, and Developmental Disabilities programs. The board will broadly review, plan, evaluate, and recommend direction for services that will maximize the efficiency of delivery of services and minimize the voids of services delivered within Pacific County.
- B. Each year the organization shall set specific goals for the program, and outline specific steps to attain these goals. These shall be included as part of the plan for the coming program year and shall be reviewed and evaluated as part of the overall program evaluation.
- C. The HSAB will receive, review, applications and make recommendations for financial support, and shall submit annually a report of activities to the Pacific County BOCC.
- D. The HSAB, with staff support, will provide structured opportunities for consumers, their families, community members and human services providers to participate in the planning and evaluation of these services.
- E. Otherwise carry out the provisions of the Revised Code of Washington and rules and regulations promulgated in implementation thereof.

ARTICLE III- DUTIES

Board members shall do the following:

- 1. Attend and participate in Board meetings.
- 2. Participate in assigned committees.
- 3. Notify County staff if unable to attend a scheduled meeting.
- 4. Sign and abide by Pacific County Health & Human Services Department (PCHD) confidentiality agreement.
- 5. Review the HSAB agenda and information packet before each meeting.
- 6. Agree to abide by the bylaws.
- 7. Recognize the role of the HSAB as advisory only.
- 8. Recognize that Board members are visible representatives of Health & Human Services in Pacific County and shall be a good will ambassador.

9. Advocate on behalf of all persons within the County who have Human Service's needs.
10. Be aware of services offered to be able to speak to County residents and offer information and referral to agency services.
11. Identify needs, priorities, and accessibility to services and resources for persons with Human Service's needs.
12. Act ethically in all decisions made while serving in a Board capacity.
13. Report to County Commissioners on an annual basis.
14. Advise County staff on improving the coordination and delivery of all of the local human services within the County.
15. Advise staff on ideas to improve community awareness of services.
16. Make suggestions and identify regular opportunities for recipients of services to participate in the planning and evaluation of services.
17. Commit to continuous quality improvement of Pacific County Human Services Programs and the HSAB.

ARTICLE IV. – MEMBERSHIP

The composition of the HSAB will represent a broad spectrum of skills, professions, geography, and interests of the Pacific County Community and shall be in accordance with all applicable statutes, rules, and regulations. The HSAB shall consist of a minimum of 9, and maximum of 15 members. The maximum number of Board positions shall be filled as nearly as possible at all times.

- A. Term: A term shall be for three years. In cases where there exists an unfilled term, the appointment shall be made to complete this term and not for a three-year period from the time of appointment.
- B. Appointment: Members shall be appointed by and serve at the pleasure of the Board of Pacific County Commissioners. The HSAB may through its function, make recommendations to the Pacific County BOCC for filling vacancies in its membership, said recommendations being advisory only.
- C. Inactive Members: A member of the HSAB shall be considered to be inactive when he or she fails to be present without being excused in advance at three (3) of the preceding six (6) meetings. In cases of inactive members, the Board will attempt to contact the member to determine his or her continued interest in the activities of the Board and may recommend that the member be replaced. Member attendance will be recorded on the regular board meeting minutes.
- D. Compensation: Members of the HSAB shall not be compensated for the performance of their duties as members of the Board, but may be paid subsistence rates and mileage in the amounts prescribed by RCW 36.17.030 as now or hereafter amended.

ARTICLE V. – OFFICERS

The officers of the HSAB shall be elected at the last scheduled regular board meeting of each Calendar year. The officers shall be elected by a majority vote. Nominations shall come from the floor. Officer terms shall be one year. Duties and functions of officers are outlined as follows:

- A. Chair: The duties of the Chair shall be to preside at meetings of the HSAB, appoint committee Chairs, assist with committee development, and work with County staff to develop meeting agendas.
- B. Chair Elect: The Chair Elect shall preside in the absence of the Chair at the HSAB meeting and perform such other duties as are assigned by the Chair of the HSAB. In the event of vacancy in the office of Chair, the Chair elect will assume the duties of Chair for the remainder of the unexpired term. The Chair elect shall automatically become the Chair at the end of his or her term for the following year.
- C. Secretary: The Secretary shall record minutes of all HSAB meetings and be responsible for other correspondence as directed by the HSAB.

If an officer position other than Chair becomes vacant the Chair will appoint a member to that position. The appointment will be confirmed or another member will be appointed by membership vote at the next regular scheduled meeting.

ARTICLE VI. – MEETINGS

The HSAB shall meet at least quarterly and/or as deemed necessary by the Chair. All business conducted by the HSAB shall be at public meetings.

- A. Procedure: The HSAB shall be governed by Roberts Rules of Order when questions about parliamentary procedure arise.
- B. Voting: Each member is entitled to one (1) vote. With the exception of votes pertaining to bylaw revisions, voting by proxy shall not be allowed.
- C. Quorum: A quorum must be present to make a vote, formal recommendation, or decision. A quorum shall consist of 1/3 plus 1 of the active HSAB members. A simple majority of those voting is required to pass any motion except for votes related to bylaw amendments which are governed by section IX- Amendments.
- D. Conflict of Interest: Any member with a conflict of interest shall abstain from any vote in which the conflict is evident or declared. Such abstentions shall be recorded in the meeting minutes. A conflict of interest shall be defined in accordance with RCW 42.23 and shall preclude any member who has a direct or indirect personal or financial interest on any issue before the board from voting on said matter.

- E. Special Meetings: Special meetings may be called either by the Chair, Board staff, or upon written request by one-third of the HSAB members, provided that written notice is given to each member at least seven days prior to the proposed special meeting.
- F. Annual Meeting: The annual meeting shall be the last regularly scheduled meeting of each calendar year.
- G. Communications- The agenda and minutes of the HSAB will be distributed to all HSAB members, as well as the BOCC and to others on request.

ARTICLE VII. – COMMITTEES

Each member of the HSAB shall serve on at least one committee as part of their membership responsibility. Committee Chairs shall be a member of the HSAB and shall be appointed by the Chair of the HSAB. It shall be the responsibility of the committee Chair to develop committee membership, preside at committee meetings and report to the HSAB regarding the performance of the committee. Committees shall meet as deemed necessary by the committee Chair and may include non-HSAB members.

- A. Standing committees shall be:
 1. Behavioral Health
 2. Developmental Disabilities
 3. Housing/Homelessness
- B. Ad Hoc Committees may be appointed by the Chair when necessary to meet special needs of the HSAB.

ARTICLE VIII. – PERSONNEL

The Pacific County Department of Health & Human Services will provide staff support to the HSAB.

ARTICLE IX. – AMENDMENTS

These By-Laws may be amended by the approval of a two-thirds majority vote by the HSAB at any regular or special Board meeting. Voting by proxy to amend bylaws is allowed. Notice of intent to revise including the proposed revision(s), shall be submitted in writing to the Board membership at least ten (10) days prior to the meeting in which the proposed revision is to be acted upon.

Eric McDonald
Signed (Chair)

7-15-2015
Date

[Signature]
Signed (Secretary)

7/15/2015
Date

Adopted 7-13-2015



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

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REQUESTED MEETING DATE:
08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD																													
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ <input type="checkbox"/> OTHER: _____	Agenda Item #: <u>27</u> Initial: _____ Date: _____																												
DISTRIBUTION LIST: <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"/> PCEMA</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"/> Veg 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 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"/> PCEMA	<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"/> Veg Mgmt		<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.		<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other
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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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE:	DATE: 7/20/2015
NARRATIVE OF REQUEST Doug Vial has submitted his resignation from the Lodging Tax Advisory Committee. Doug has been on this committee since 2003.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Acknowledge resignation of Doug Vial, "Business" Collector of tax member of the Lodging Tax Advisory Committee	



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 28

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

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"/> PCEMA | <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"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU 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: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 8-3-15
NARRATIVE OF REQUEST Attached for your consideration is a MOU with the Teamsters regarding the new smoke and tobacco free campus policy recently adopted. I had negotiated this MOU with the Union prior to the adoption of the resolution, however the Union is just now getting the signed copy back. The MOU does allow for those working in the public safety building in safety sensitive positions (dispatch and corrections) to smoke on campus after business hours of the courthouse, so long as they are in compliance with state law requiring they be at least 25 feet from any entrance. This MOU was negotiated to address Union concerns about staff safety if they had to go to their vehicle, alone, at night to leave for a break. They also raised a concern about coverage in dispatch if someone needed to return from off campus should an emergency occur.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Chairman's signature on MOU between Pacific County and Teamsters Local \$252	

MEMORANDUM OF UNDERSTANDING

By and Between

PACIFIC COUNTY

And the

Teamsters Local Union #252

WHEREAS, the Centers for the Disease Control (CDC) reports that tobacco use leads to disease and disability and reports that tobacco use is the most preventable cause of premature death, disability, and disease in the United States; and

WHEREAS, in 2006, Washington State adopted the Clean Indoor Air Act, chapter 70.160 RCW, which prohibits smoking in any indoor public place, including workplaces, and requires owners and lessees to ensure that no smoking occurs within twenty-five (25) feet of any door, window, or exit, and

WHEREAS, the needs of a specific community may be different from those of the State as a whole, and local policymakers can be more responsive to local public sentiment because they live in the communities they serve; and

WHEREAS, all county employees were surveyed last year and for those who responded there was overwhelming support to make Pacific County facilities, campuses and vehicles tobacco free; and

WHEREAS, signs have been in place for a year notifying employees and the public of the proposed change in policy; and

WHEREAS, the Pacific County Board of County Commissioners desires to adopt a policy to help reduce exposure to secondhand smoke on County properties and to reduce tobacco use, including smokeless tobacco and e-cigarettes, in order to protect the public health and safety; and

WHEREAS, the Sheriff's Office currently has a smoking and tobacco use policy that prohibits tobacco use by employees while on duty or at any time the employee is acting in an official capacity for the Department, and smoking and other use of tobacco is not permitted inside department facilities or any department vehicle; and

WHEREAS, adoption of the Tobacco use and Smoking policy will prohibit smoking, tobacco use, and use of e-cigarettes on all county properties with buildings that are public places or places of employment along with county owned/run parks; and

WHEREAS, a change in working conditions is a mandatory subject requiring impact bargaining, and

WHEREAS, Teamsters Local 252 have raised a concern related to employee safety and staffing of operations for those employees working evening and night shift if they are required to leave the campus for breaks;

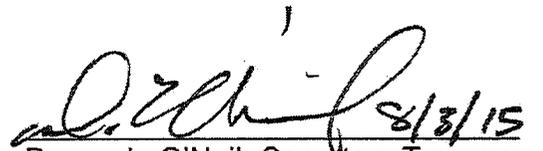
NOW THEREFORE, it is hereby agreed by the parties that Teamsters Local 252 employees who use tobacco and are working after the close of regular business hours for the courthouse will be allowed to take their negotiated breaks on campus without disciplinary action so long as those who smoke abide by State law requiring a minimum of 25 foot distance from any public entrances.

Dated this _____ day of _____, 2015.

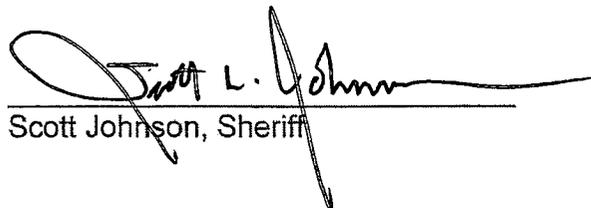
Pacific County
Board of County Commissioners

Teamsters Union Local 252

Steve Rogers, Chair


Darren L. O'Neil, Secretary-Treasurer

Pacific County Sheriff's Office


Scott Johnson, Sheriff



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
~~07/28/15~~ 8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 29

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: 8/11/2015

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: Kathy Spoor, CAO PHONE / EXT:

SIGNATURE: *Kathy Spoor* DATE: 7-21-15

NARRATIVE OF REQUEST

Attached for your consideration is a Agreement with The SpyGlass Group, LLC. This agreement engages this company as an independent contractor to analyze our telecommunications service accounts to look for possible cost recovery for any overcharging that may have occurred and also look for ways to reduce our costs related to our telecommunications. We are under no obligation to implement any of their recommendations. Should we decide to implement any, or all, of their recommendations then certain fees will be paid. Those fees are outlined in the agreement. Several other counties have worked with this vendor, the latest was Clallam County. I talked with their County Administrator and he stated they were very pleased with the services and outcome. This would require some staff time from each of the offices or departments in which staff have county provided cell phones. We will have to make copies of the actual bills for a two year period. I have attached an email exchange with our contact with answers to questions I had raised. At the time of this request I have not received the revised agreement which changed the payment to a 30 days rather than 10.

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

Move to approve the SpyGlass Snapshot Audit Agreement subject to changing of Section 3, Invoicing and Payment language to payment within 30 days. and authorize Chair to sign

Name of Contractor: SpyGlass Group, LLC

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
SpyGlass Snapshot Audit Agreement

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply):
- | | |
|-------------------------------------|---|
| <input type="checkbox"/> For-Profit | <input checked="" type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |

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

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

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

To be located at: _____ telecommunications services audit

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Pacific County** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 30 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Confidential Information. Auditor shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Company, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Company which information has been received or become known to Auditor in the course of its consulting services hereunder and which has not otherwise become public knowledge; provided, however, that nothing in this Agreement shall preclude Auditor from disclosing information (a) to parties retained to perform services for Company, or (b) as may be required by law. Company shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Auditor, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Auditor which has not otherwise become public knowledge, including, without limitation, Auditor's consulting services pricing structure, method of performing such consulting services and any of the details of this Agreement; provided, however, that nothing in this Agreement shall preclude Company from disclosing information as may be required by law.

5. Miscellaneous. This agreement is governed by the laws of the State of Washington, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN

ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

Pacific County

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
08/11/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 30

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 Mgmt
 Legal Required

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"/> PCEMA	<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"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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: August 4, 2015
NARRATIVE OF REQUEST	
<p>Please sign the attached Quit Claim Deed related to the previously-approved Boundary Line Adjustment Application for parcel nos. 72052005013 (residential property) and 72052000000 (county-owned vacant property). The Board of County Commissioners approved the related Bound Line Adjustment Application during the July 14, 2015 public meeting as additional agenda item #4.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Quit Claim Deed related to the previously-approved Boundary Line Adjustment approved at the July 14, 2015 meeting pertaining to Assessor's Parcel #72052000000</p>	

WHEN RECORDED RETURN TO:
Jewel Hardy
P.O. Box 493
Raymond, WA 98577

QUIT CLAIM DEED

GRANTOR: Pacific County
GRANTEE: Terry and Jewel Hardy
ABBREVIATED LEGAL DESCRIPTION: portion of Reserved parcel, Block E, Riverside
ASSESSOR'S PARCEL NUMBERS: portion of 72052000000

The Grantor, PACIFIC COUNTY, a municipal corporation of the State of Washington, acting by and through its Board of County Commissioners for and in consideration of Seven hundred eighty-three and no/100 dollars conveys and quit claims to TERRY L. HARDY and JEWEL ANN HARDY, husband and wife, the following described real estate situate in the City of Raymond, Pacific County, Washington, together with all after acquired title of the grantor therein:

(See EXHIBIT A attached hereto)

Subject to covenants, conditions, restrictions, easements and agreements of record.

Dated this _____ day of _____, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

STEVE ROGERS, Chair

FRANK WOLFE, Commissioner

LISA AYERS, Commissioner

Attest: _____
Marie Guernsey, Clerk of the Board

STATE OF WASHINGTON
COUNTY OF _____

I certify I know or have satisfactory evidence that STEVE ROGERS, FRANK WOLFE, and LISA AYERS are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the Pacific County Board of Commissioners to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

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;



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

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
~~XXXXXXXX~~ 8/11/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD	
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Agenda Item #: <u>32</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required
<input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____	
<input type="checkbox"/> 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"/> PCEMA <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"/> Veg Mgmt	
<input type="checkbox"/> Civil Service <input type="checkbox"/> Juvenile <input type="checkbox"/> SDC <input type="checkbox"/> WSU 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: 7/2/2015
NARRATIVE OF REQUEST 10am-Open Public Hearing SWAN THOSE WISHING TO testify OR provide comments X Close public hearing <p style="text-align: center;">Mr. Norris has contact the Commissioners' Office and indicated that he will be postponing the Hemp Festival until next Spring</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <div style="background-color: black; height: 40px; width: 100%;"></div>	