

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

**Tuesday, November 8, 2016  
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 LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS**

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

**No business for the Board of Health**

### **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**

**November 8, 2016  
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 HEARINGS** *(held in the Commissioners Meeting Room unless otherwise noted)*

- 11:00 AM Columbia Land Trust Application for Open Space
- 11:00 AM Amendment to Ordinance 162 land use/zoning regulations
- 2:00 PM Continued public hearing to consider Road Vacation V-2016-01  
pertaining to the Upper Naselle Road

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**Call to Order**

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

**CONSENT AGENDA (Items 1-6)**

**Department of Public Works**

- 1) Approve Amendment #1 to Agreement for Engineering Services with Gibbs & Olson pertaining to the Hardwoods Stormwater Feasibility Study; authorize County Engineer to sign
- 2) Accept Road Haul Permit No. 2016-14 from Carlson & Sons Logging, Inc.

**Department of Community Development**

- 3) Approve Amendment #1 with Stericycle Environmental Solutions, Inc. amending Exhibit A

**General Business**

- 4) Approve disposal of Brother Fax Machine and Cannon Printer/Fax/Scanner; transfer of Sharp Copy Machine to the Assessor's Office
- 5) Approve Vendor Claims  
Warrants Numbered 134469 thru 134551 in the amount of \$322,144.59
- 6) Approve October, 2016 payroll  
Total employees: 180 Total payroll: \$731,595.86

*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 DEPARTMENT OF PUBLIC WORKS**

- 7) Consider acceptance of Contract, Performance Bond and Insurance pertaining to the Signing Upgrade Project; authorize return of bid bonds

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 8) Consider adoption of Resolution 2016-\_\_\_\_\_ amending the fee schedule

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 9) Consider approval of request to advertise/hire Deputy Director
- 10) Consider approval of request to increase Tessa Clements to 0.80 FTE, effective October 25, 2016
- 11) Consider approval of Contract #2016-19PX with the Boys & Girls Club of Long Beach to provide Childcare for Parenting Classes and Coordination of the Teen Center
- 12) Consider approval of Great Rivers Inter-Local Agreement for 5177 Diversion Program Services; authorize Chair to sign

**ITEMS REGARDING AUDITOR'S OFFICE**

- 13) Consider approval of request to amend approved FMLA to intermittent FMLA and extend Leave Credit Transfers to December 8, 2016
- 14) Consider approval of request to purchase server and software for Eden

**ITEMS REGARDING SHERIFF'S OFFICE**

- 15) Consider approval of E911 GIS Professional Services Agreement with Melissa Liebert, dba Liebert's Guide Service

**ITEMS REGARDING GENERAL BUSINESS**

- 16) Consider approval of Contract for Services with Sound Municipal Consultants (Emily Terrell) for Land Use Hearings Examiner services; authorize Chair to sign
- 17) Acknowledge intent to retire from Jan Wilson and consider approval of request to continue to accumulate leave during extended employment
- 18) Consider adoption of Resolution 2016-\_\_\_\_\_ regarding the Paralegal job description
- 19) Consider approval of request to renew the Pollution Liability Insurance coverage for underground fuel storage tank; authorize County Administrative Officer to sign

**EXECUTIVE SESSION**

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

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**PUBLIC HEARINGS – 11:00AM**

- 21) Columbia Land Trust Application for Open Space
- 22) Amendment to Ordinance 162 land use/zoning regulations

**CONTINUED PUBLIC HEARING – 2:00PM**

- 23) Consideration of Road Vacation V-2016-01 pertaining to the Upper Naselle Road

*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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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:  
 11/08/16

### AGENDA REQUEST FORM

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

Agenda Item#: 1

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): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Authorize County Engineer to sign Amendment No. 1 to the Agreement with Gibbs & Olson for Pacific Hardwoods Stormwater Feasibility Study. Agreement authorized in the 9/27 meeting. Amendment No. 1 will complete the Market Analysis Work.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 to Agreement for Engineering Services with Gibbs & Olson pertaining to the Pacific Hardwoods Stormwater Feasibility Study and authorize County Engineer to sign	

Name of Contractor: Gibbs & Olson, Inc.

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended):  
Amendment No. 1 to the Agreement for Engineering Services - Pacific Hardwoods Stormwater Feasibility Study

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):

Agreement authorized in the 9/27 BOCC meeting - \$44,700

TOTAL COST/AMOUNT (include sales & use tax): \$21,300

TOTAL TAX: included

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 125 .....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: CERB funded

**Amendment No. 1  
To  
Agreement for Engineering Services  
Pacific Hardwoods Stormwater Feasibility Study  
Pacific County, Washington**

This Amendment No. 1 modifies the Agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc., Longview, Washington (Engineer) and Pacific County (Client) executed September 28, 2016 for the above referenced project.

The following modifications are made to the Agreement. All other terms and conditions of the original Agreement remain unchanged:

The Engineer's Scope of Work is modified to include performing a market analysis for the Pacific Hardwoods site as described below:

**Scope of Work**

**Project Understanding**

Pacific County owns a 10-acre industrial site in South Bend, which has been leased on a long-term basis to Pacific Hardwoods. The mill currently employs 45 people, with expansion plans that would increase direct employment. However, the site does not have a comprehensive stormwater management plans, and also requires stormwater system upgrades. Without these items the expansion plans and current operations may be at risk.

Pacific County is one of the most economically distressed counties in Washington, and is heavily dependent on the forest products industry. One of primary goals of economic development is to retain and expand existing businesses, and this mill provide the opportunity to do that. The existing mill provides jobs, income, and taxes to the local region, and expansion of the facility has the potential to increase these contributions

The purpose of this study is to analyze the market for this property, to document the economic contributions of current operations and the impacts of planned expansion, and to analyze other potential uses of the site.

**Task 1: Review of Existing Information**

The Engineer will begin the process by gathering and reviewing relevant existing information from Pacific County including prior planning work for the subject site, existing and past economic development plans and projects, industrial land inventories, and other relevant documents. The Engineer will develop a full list of requested items and submit this list to the Client.

**Task 2: Overview of Current Conditions**

This section will describe current economic conditions in Pacific County. Based on data from state agencies such as Employment Security Department, Department of Revenue,

and Office of Financial Management, as well as other sources. The Engineer will document long-term trends in:

- Population,
- Size of the workforce,
- Employment and unemployment rates,
- Household income,
- Employment by industry sector, and
- Wages by industry sector, among others.

This section will also include a summary of economic development efforts in Pacific County. The Engineer will describe the various entities involved in economic development, past development programs and projects, as well as current and planned projects. The goal of this section is to build on existing efforts, rather than to start anew.

### **Task 3: Product Market Analysis**

In Task 3 the Engineer will analyze the market for the property. The market analysis will be divided into two parts: current use, including existing and potential expansion, and alternative uses.

Because this property currently has an active business, the first part of the analysis will focus on the existing use, the Pacific Hardwoods mill. This portion of the analysis will describe:

- The products that are manufactured at the mill
- The volume of output
- How output has changed over time
- The market region for the output of the mill
- Additional products may be manufactured at the facility
- Additional facilities are required to increase output

The market analysis will also look at competitive factors that impact the existing operation, such as:

- Can the market region be expanded
- Where is the timber sourced
- Will the timber source be reliable over the long run
- Where are competing facilities
- Additional facilities required to increase output

The second portion of the analysis will focus on alternative uses of the site. Using data developed in Task 2 as a starting point, the Engineer will analyze the demand for property from other industries. These alternative industries will include those industries that have historically located in Pacific County, such as forest products, fish processing, boat building, etc., as well as potential new industries. The Engineer will conduct a series of interviews with representatives from the real estate industry, economic development agencies, industry, and others.

**Task 4: Location Analysis**

This section will document the supply of existing industrial land in Pacific County. The analysis will describe:

- Characteristics of the existing site, such as
  - Acreage
  - Utilities
  - Road access
  - Ownership
  - Current use
- Infrastructure needed at current site
- Other existing properties, including characteristics and infrastructure needs

The output of this task will be an inventory of existing industrial property in Pacific County.

**Task 5: Summary Report**

The final product of this analysis will be a report that documents the potential economic contribution of site uses, including:

- Existing and potential uses
- Estimated direct employment, wages, and taxes
- Total employment and wages, including the indirect and induced jobs and income (the so-called "multiplier effect").

The Engineer will also present the draft and final findings to the Client in public meetings. Engineer will participate in up to 3 meetings.

**BUDGET AND SCHEDULE**

The Engineer's total budget for the Agreement s increased as shown below for the additional work above:

Original Agreement Amount.....	\$44,700.00
<u>Amendment No. 1 .....</u>	<u>\$21,300.00</u>
New Agreement Amount including Amendment No. 1 .....	\$66,000.00

The draft market study will be ready to review with the Client by the end of January 2017 assuming notice to proceed is received by November 14, 2016.

This Amendment No. 1 is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PACIFIC COUNTY**

**GIBBS & OLSON, INC.**

By: \_\_\_\_\_  
Michael W. Collins, PE, PLS

By: Richard A. Gushman  
Richard A. Gushman, President

**BST Associates – Statement of Qualifications**

BST is a strategic planning group that specializes in preparing economic and financial analyses of waterfront development projects. Our expertise focuses on: market research, strategic planning, demand forecasting, benefit/cost analysis, cost effectiveness analysis, economic impact assessment, life cycle cost analysis, financial planning (including bond feasibility studies and preparation of capital improvement plans), sensitivity analysis, and, project risk assessment.

BST Associates has extensive experience analyzing waterfront land throughout the Pacific Northwest, for both public and private clients. Our projects in the region have included:

- Boatyard/shipyard market analysis in Port Angeles
- Highest and best use analysis in Aberdeen
- Property market analysis in Anacortes
- Highest and best use analysis in Newport
- Newport Property Highest and Best Use, 2014
- Transient moorage analysis in Kirkland
- Airport redevelopment analysis in Blaine
- Industrial site redevelopment in Centralia
- Waterfront lands analysis in Tacoma
- Point Wells highest and best use

**BST Associates – Key Team Members**

Key personnel from BST Associates who will be assigned to this project include Paul Sorensen and Brian Winningham. These two have worked together for more than 25 years, and in that time have completed a wide variety of projects throughout the Pacific Northwest, California, Alaska, Illinois, Florida, Texas, Louisiana, Guam, Saipan, and elsewhere.

Paul Sorensen, Principal of BST Associates, has more than 30 years of experience in the development of economic development plans, having led BST's research efforts and economic in numerous projects. Of particular interest for this project, Paul has extensive experience in assessing the economic conditions that drive the demand for various types of industrial facilities, and in evaluating the economic and financial performance of development plans.

Brian Winningham, Senior Economist, has been a key team member for all projects completed by BST Associates over the past 27 years, and has led the firm's efforts in a number of studies. His experience includes performing primary research, developing and analyzing complex databases, designing and executing surveys, and formulating statistical tests.

## Recent Project Examples

The following section contains descriptions of projects that we have completed in the past four years, with task similar to those requested in the RFP.

### **Arlington Property Economic Impact**

BST Associates analyzed the economic impacts of two development scenarios of a private parcel in Arlington, Washington. The site, located at the intersection of two state highways was zoned for general commercial development. The planned reconfiguration of this intersection would reduce the number of access and egress points to the property, which would impact the potential size of the development. For each of the potential development scenarios BST Associates estimated the number of jobs created and wages generated by tenants of the property, job and wages due to construction of the development, statewide tax impacts generated by tenants, and statewide taxes generated by the construction.

### **Point Wells Highest and Best Use Analysis**

Point Wells is a large waterfront site on Puget Sound, located between Edmonds and Shoreline. The owner of the property was studying to potential to change the use of the site from a fuel transfer facility to a mixed used development. The proposed major redevelopment would include a large number of housing units, along with commercial space and a potential marina. BST Associates was retained to assess the market conditions supporting the mixed used concept. Tasks included identifying growth opportunities at Point Wells within the perspective of overall growth in Puget Sound, and preparing long-term forecasts for residential, office, retail and marina, as well as for continued use as a fuel transfer site.

### **Assessment of Water-Dependent Commercial and Industrial Uses**

BST Associates was retained by Clark County to assist on the update of the County's Shoreline Management Plan (undertaken jointly with all cities in Clark County). This report addressed the following items: a description of existing commercial and industrial waterfront uses in Clark County, an assessment of the growth opportunities of these and other water-dependent uses and a summary assessment of the supply of and demand for waterfront land in Clark County.

### **TransAlta Site Industrial Redevelopment Analysis**

BST Associates was a key member of the team retained by the Lewis County EDC to study the feasibility of redeveloping a reclaimed surface coal mine site for use by heavy industry. BST's role included estimating the supply of heavy industrial land in the region, documenting the characteristics of the subject site and competing sites, preparing a market analysis of potential tenant industries, and estimating the absorption of the site. The EDC is currently moving through the permitting process.

### **Blaine Airport Highest & Best Use Study**

The City of Blaine wanted to analyze the highest & best use of its general aviation airport. BST Associates was retained to prepare forecasts of demand for alternate uses of the airport, including retail, commercial and industrial. We also assessed the economic and financial return on investment to the City of redeveloping the airport as compared with existing/forecasted airport uses. We presented our findings to an advisory committee and to the City Council.

**Newport Property Highest and Best Use Analysis**

BST Associates was retained by a private landowner to assess the highest and best use of a property near the Port of Newport Marine terminal. The overall goal was to develop the site in a way that will encourage the economic growth of the area and to increase land viability and market-rate lease opportunity. Potential uses that were investigated included marine cargo, offshore energy support, water-dependent industrial uses, and non-water-dependent industrial uses. BST prioritized the potential uses in terms of demand, site suitability, land and facility requirements, competition, potential lease rates, and potential sources of funding, among others.

**Clover Island Master Plan**

BST Associates assisted the Port of Kennewick determine the highest and best use for Clover Island. Potential uses included expanding the existing marina, and developing residential, office space, retail space and lodging on the upland portion of the island. BST's role was to develop demand assessments of these various opportunities within the context of regional growth. BST also helped the Port consider ways for making the marina more profitable and evaluating the financial return on investment of various alternatives.

**Port Angeles Shipyard Analysis**

BST Associates was retained by the Port of Port Angeles to review options for expanding the existing boatyard, and for accommodating additional and boatyard/shipyard activities at another Port-owned site. As part of the analysis, BST estimated the strength of demand, the level of competition, economic impact (jobs, income, revenues, taxes), and potential revenue to the Port. The purpose of analysis was to assist the Port in selecting between alternatives and evaluating a strategy for moving forward, including contingency plans.

**Seaport Landing Pre-Feasibility Analysis**

The Seaport Landing PDA owns a former waterfront mill site in Aberdeen, Washington. The PDA is analyzing the potential for the site to serve as a boatyard/shipyard, in addition to serving the needs of the *Lady Washington*. BST Associates was retained to conduct a pre-feasibility study, designed to identify the key factors that should be considered in evaluating whether to move forward. Key steps included defining the primary and secondary markets for boats/vessels that could potentially utilize the proposed boatyard, documenting the size of the local and regional recreational, commercial fishing and other commercial fleets, identifying competitive boatyards/shipyards, among others.

**Charleston Shipyard Vessel Lift Analysis**

The Charleston Shipyard Boatyard is an integral part of the facilities operated by the Port of Coos Bay in support of the commercial fishing fleets and the recreational boating market on Oregon's south coast. The boat haulout assets (travel lift and boat slip/pier) are reaching the end of their useful lives. The Port is concerned that the travel lift may fail in the very near future, and is in need of immediate replacement. BST Associates was retained to evaluate the requirements for a replacement lift to meet the needs of the local and regional fleets.

**Toledo Shipyard Financial Feasibility Study**

The Port of Toledo (Oregon) wanted to purchase and operate the former Fred Wahl Shipyard. BST Associates was retained to assess the economic and financial viability of reviving the ship yard. BST received several years of tax returns from Fred Wahl Company. Using this information and interviews with potential users, we prepared a financial assessment of the proposed port project. The Port was able to obtain funding from the State of Oregon to acquire the facility. It is currently reviving the business.

**LaConner Marina Plan & Rate Study**

BST Associates has assisted the Port of Skagit County with several master plans and a rate study for the La Conner Marina. The most recent master plan update was recently approved unanimously by the port commissioners. BST's role in this project was to forecast demand for the reconfigured marina and evaluate the financial performance of the marina before and after improvements. A key element of this effort was to calculate the elasticity of demand by slip type (open and covered) and length, following increases in rates during the past three years. BST also evaluated the rates that would be needed to cover construction of single versus double slips. BST has also assisted the Port in rate setting and in grant applications. As a part of the La Conner Marina Master Plan, BST Associates also surveyed people on the waiting list to determine boating characteristic features, helped identify dry-storage needs and provided demand forecasts and a financial plan for the proposed improvements.

**Westport Marina District Revitalization Study**

BST Associates assisted the Port of Grays Harbor in determining various needs at Westport, including those related to the commercial fishing, fish processing, ship construction/repair, charter boats and retail/tourism businesses. These efforts were included in the Westport Marina District Revitalization Plan. A key part of this plan was to determine the equity of funding by the City of Westport and the Port of Grays Harbor for garbage collection/disposal, restrooms and other public facilities. BST updated the master plan in 2009. A key part of this effort was to describe the need for a marine lift to service the needs of Westport Shipyard and commercial boats.

**Port of Kalama Comprehensive Plan**

BST Associates has assisted in the last four comprehensive plans for the Port of Kalama. This includes a comprehensive evaluation of economic conditions and trends, description of market opportunities, action plan for five years and a financial evaluation of the Port. The Port has undertaken these studies for the past 20 years to define how its goal and objectives are implemented in its five year action plan.

**Port of Coos Bay Strategic Business Plan**

BST is currently assisting the Port of Coos Bay with a Strategic Business Plan. BST's role in this study included analyzing the markets for the Port's various lines of business, including cargo piers, marinas, properties, and boatyard. The market analysis for the piers included information on potential cargos, including those generated locally as well as cargos moving to or from inland points. BST is also preparing a financial assessment of existing and proposed future development plans.

**Port of Astoria Strategic Business Plan**

BST was a key part of the team that completed the Port of Astoria's Strategic Business Plan. BST's role in this study included analyzing the markets for the Port's various lines of business, including cargo piers, marinas, airport, properties, and boatyard. The market analysis for the piers included information on potential cargos, including those generated locally as well as cargos moving to or from inland points. This analysis also included a discussion of the strengths and weaknesses of Astoria in regard to the different cargo types. BST also prepared a financial assessment of existing and proposed future development plans.

**Port of Toledo Strategic Business Plan and Capital Facilities Plan**

The Port of Toledo is a diversified operation, with assets that are critical to the economy of Lincoln County. Included in these assets are a boat repair yard that supports the local fishing industry, industrial properties, and recreational facilities. BST Associates was member of the team retained to produce a Strategic Business Plan and Capital Facilities Plan for the Port.

**Cold Storage Market Analysis**

BST Associates was retained by a private client in the Puget Sound region to analyze the market for a proposed public refrigerated warehouse. BST produced a report that documented the existing supply of cold storage space in the market region, analyzed the demand for this type of space, and described the favorable characteristics of the proposed site for use as a cold storage facility. This study helped set the strategic plans for the client.

# Paul Sorensen

*Principal*

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## **Education**

Masters Degree in Economics - University of Washington, 1979  
Bachelors Degree in Political Economics - University of Washington, 1976

## **Professional Experience**

BST Associates - Partner, 1987  
Trade Information Planning Systems - Vice President Consulting, 1987-88  
Natural Resources Consultants - Partner, 1988  
URS Corporation - Senior Financial Planner 1986-87  
TAMS Consultants - Senior Economist, 1981-86  
Kramer, Chin & Mayo - Economist, 1979-81  
Basset, Park & Silberberg - Research Analyst, 1976-79

## **Relevant Qualifications**

Mr. Sorensen has served as lead researcher and/or project manager for a wide variety of projects including demand forecasting, site/project evaluation, demand/capacity analysis and financing alternatives of trade, transportation, and waterfront development projects. Descriptions of several recent projects are presented below.

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## **Land Use Planning**

Port Angeles Shipyard Analysis, 2015  
Seaport Landing PDA Analysis, 2015  
Curtis Wharf Market Analysis, 2014  
Newport Property Highest and Best Use, 2014  
Kirkland Transient Moorage Analysis, 2014  
Port Angeles SMP Update, 2010  
Blaine Airport Highest & Best Use Study, 2006  
TransAlta Site Industrial Redevelopment Analysis, 2009  
Tacoma Waterfront Lands Analysis, 2009  
Westport Marina Master Plan, 2009  
Point Wells Highest and Best Use, 2009  
Port of Toledo Ship/Boatyard Feasibility Study and Business Plan, 2008  
Bellingham Waterfront Lands Analysis, 2006  
West Bay Highest & Best Use Study, 2000 - 2001

## **Economic Impact Analysis**

Coos Bay Rail Link Economic Impact, 2015  
Port of Skagit Economic Impact, 2014  
Westlake Ave Cycle Track Impact, 2014  
Oregon Ports Economic Impact, 2013  
Port of Port Angeles Economic Impact, 2013  
Trade Impact of San Pedro Bay Ports, 2012  
Arlington Property Economic Impact, 2010

## **Comprehensive & Strategic Plans**

Port of Coos Bay Strategic Business Plan, 2014  
Port of Toledo Strategic Business Plan, 2012  
Port of Astoria Strategic Business Plan, 2011  
Port of Kalama Comprehensive Plan, 2015

## **Marine Cargo Analysis**

Pasco Barge Cargo Analysis, 2015  
Tesoro Savage Vancouver Energy Distribution Terminal, 2013  
Coos Bay Bulk Cargo Market Assessment, 2013  
Columbia River Crossing Navigation Analysis, 2012-2013  
Washington Marine Cargo Forecasts, 1991, 1995, 1999, 2004, 2009, and 2011  
Port of Astoria Grain Market Analysis, 2011  
Port of Long Beach Dry Bulk Cargo Forecast, 2010  
Lower Columbia Port Capacity Assessment, 2010

## **Rail Cargo Analysis**

Humboldt Bay East-West Rail Corridor Feasibility (2013)  
Port of Portland Rail Forecast (2012)  
Longview SR432 Corridor Analysis (2012)  
Port of Pasco Heritage Industrial Center (2009)

## **Financial Analysis**

Kodiak Harbor Tariff Analysis, 2014  
Port of Edmonds Harbor Square Redevelopment, 2012  
Port of Seattle Revenue Bond Analysis (2009, 2010, 2015)  
Port of Bellingham Revenue Bond Analysis, 2010

# Brian Winningham

Senior Economist

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## Education

Bachelors Degree in Business Administration - University of Washington, 1988  
Bachelors Degree in Economics - University of Washington, 1988

## Professional Experience

BST Associates -- Senior Economist, 1988-

## Relevant Qualifications

Mr. Winningham joined BST Associates in March 1988, following his graduation from the University of Washington. He has been a key team member for most of the work completed by BST Associates, and often serves as project manager for the firm's work. He is skilled at combining data from various sources into a coherent narrative. His work has included primary research, survey design and execution, database development and analysis, formulating statistical tests, and report preparation. He has worked on a number of Shoreline Master Program updates, analyzing the demand for waterfront lands. Descriptions of several projects on which he has worked are presented below.

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## Land Use Planning

Port Angeles Shipyard Analysis, 2015  
Seaport Landing PDA Analysis, 2015  
Curtis Wharf Market Analysis, 2014  
Newport Property Highest and Best Use, 2014  
Kirkland Transient Moorage Analysis, 2014  
Port Angeles SMP Update, 2010  
Blaine Airport Highest & Best Use Study, 2006  
TransAlta Site Industrial Redevelopment Analysis, 2009  
Tacoma Waterfront Lands Analysis, 2009  
Westport Marina Master Plan, 2009  
Point Wells Highest and Best Use, 2009  
Port of Toledo Ship/Boatyard Feasibility Study and Business Plan, 2008  
Bellingham Waterfront Lands Analysis, 2006  
West Bay Highest & Best Use Study, 2000 - 2001

## Economic Impact Analysis

Coos Bay Rail Link Economic Impact, 2015  
Port of Skagit Economic Impact, 2014  
Westlake Ave Cycle Track Impact, 2014  
Oregon Ports Economic Impact, 2013  
Port of Port Angeles Economic Impact, 2013  
Trade Impact of San Pedro Bay Ports, 2012  
Arlington Property Economic Impact, 2010

## Comprehensive & Strategic Plans

Port of Coos Bay Strategic Business Plan, 2014  
Port of Toledo Strategic Business Plan, 2012  
Port of Astoria Strategic Business Plan, 2011  
Port of Kalama Comprehensive Plan, 2015

## Marine Cargo Analysis

Pasco Barge Cargo Analysis, 2015  
Tesoro Savage Vancouver Energy Distribution Terminal, 2013  
Coos Bay Bulk Cargo Market Assessment, 2013  
Columbia River Crossing Navigation Analysis, 2012-2013  
Washington Marine Cargo Forecasts, 1991, 1995, 1999, 2004, 2009, and 2011  
Port of Astoria Grain Market Analysis, 2011  
Port of Long Beach Dry Bulk Cargo Forecast, 2010  
Lower Columbia Port Capacity Assessment, 2010

## Rail Cargo Analysis

Humboldt Bay East-West Rail Corridor Feasibility (2013)  
Port of Portland Rail Forecast (2012)  
Longview SR432 Corridor Analysis (2012)  
Port of Pasco Heritage Industrial Center (2009)

## Financial Analysis

Kodiak Harbor Tariff Analysis, 2014  
Port of Edmonds Harbor Square Redevelopment, 2012  
Port of Seattle Revenue Bond Analysis (2009, 2010, 2015)  
Port of Bellingham Revenue Bond Analysis, 2010

**Professional Recommendations**

Jack Crider, Executive Director  
Humboldt Bay Harbor, Recreation and Conservation District  
601 Startare Dr, Eureka, CA 95501  
(707) 443-0801  
[jcrider@humboltdbay.org](mailto:jcrider@humboltdbay.org)

Eric Yakovich, Economic Development Manager  
Port of Kalama  
10 W Marine Dr, Kalama, WA 98625  
(360) 673-2325  
[eyakovich@portofkalama.com](mailto:eyakovich@portofkalama.com)

Bud Shoemake, Executive Director  
Port of Toledo  
PO Box 428, Toledo, OR 97391  
(541) 336-5207  
[bud.shoemake@portoftoledo.org](mailto:bud.shoemake@portoftoledo.org)



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:

11/08/16

### 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: \_\_\_\_\_

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: <b>DPW</b>	DIVISION (if applicable): <b>Roads</b>
OFFICIAL NAME & TITLE: <b>Mike Collins, Director/County Engineer</b>	PHONE / EXT: <b>3368</b>
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Carlson & Sons Logging, Inc. has submitted a cash bond in the amount of \$1,048 for hauling an estimated 200 loads on Nemah Valley Road and North Nemah Road under Road Haul Permit No. 2016-14.  Please approve acceptance of this bond that will be filed with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  <b>Accept Road Haul Permit No. 2016-14 from Carlson &amp; Sons Logging, Inc.</b>	



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

REQUESTED MEETING DATE:

11/08/16

### 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

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: Community Development	DIVISION (if applicable): EH
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE: _____	DATE: 11/2/2016
<p>NARRATIVE OF REQUEST</p> <p>The Department is requesting the BOCC approve amendment #1 with Stericycle Environmental Solutions, Inc. to amend Exhibit A. The contract handles the disposal of the hazardous waste collected at the household hazardous waste facility.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve Amendment #1 with Stericycle Environmental Solutions, Inc. amending Exhibit A pertaining to the disposal of hazardous waste</p>	

Name of Contractor: Stericycle Environmental Solutions, Inc.

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

Agreement for Professional 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):

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 142 \_\_\_\_\_,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:

AGREEMENT FOR PROFESSIONAL SERVICES  
Between  
Pacific County  
and  
Stericycle Environmental Solutions, Inc  
**Amendment #1**

WHEREAS, the Professional Services Agreement between Pacific County and Stericycle Environmental Solutions, Inc, allows for amendment to the general scope of the Agreement and the services to be performed; and

WHEREAS, there is a need to revise Exhibit A, Waste Streams, Management Options, and Costs, to expand the list of materials;

NOW, THEREFORE, Exhibit A shall be amended to include the following:

1. Metallic Mercury (pourable, elemental)

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed  
This \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Board of County Commissioners

\_\_\_\_\_  
Frank Wolfe, Chair

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

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

ATTEST:

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

Stericycle Environmental Solutions, Inc.

 11/1/16  
Signature Date



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

5

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

REQUESTED MEETING DATE:  
 11/8/16

**AGENDA REQUEST FORM**

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

Agenda Item #: 4

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"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT:
SIGNATURE:	DATE: 10/31/16
NARRATIVE OF REQUEST Confirm attached inventory disposals regarding fixed assets #2495 & #2634, and inventory transfer to Assessor's Office regarding fixed asset #3165. These changes will be reflected on 2016 inventory.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve disposal of Brother Fax Machine and Cannon Printer/Fax/Scanner; transfer of Sharp Copy Machine to the Assessor's Office in accordance with Personal Property Inventory Procedures	

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 2495	DEPT/OFFICE: General Administration
EQUIPMENT DESCRIPTION: Brother Fax Machine	LOCATION: Courthouse Annex
MODEL NUMBER: Intellifax 4100	SERIAL NUMBER: U60298M4J188802

IS THIS EQUIPMENT STILL FUNCTIONING?  YES  NO  
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?  YES  NO

### DISPOSAL

DISPOSAL DATE: 10/31/16	HOW DISPOSED: Garbage
REASON FOR DISPOSAL: Purchased in 2005; Obsolete per Computer Services	
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 surplused 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  dispose  transfer the above referenced inventory item was  approved  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.

# PACIFIC COUNTY - INVENTORY ~~DISPOSAL~~/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 2634	DEPT/OFFICE: General Administration
EQUIPMENT DESCRIPTION: Cannon Printer/Fax/Scanner	LOCATION: Courthouse Annex
MODEL NUMBER: Pixma MP830	SERIAL NUMBER:

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: 10/31/16	HOW DISPOSED: Garbage
REASON FOR DISPOSAL: Purchased in 2006; Obsolete per Computer Services	
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 surplused 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 checked="" 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.

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 3165	DEPT/OFFICE: General Administration
EQUIPMENT DESCRIPTION: Sharp Copy Machine	LOCATION: Courthouse Annex
MODEL NUMBER: MX-M700N	SERIAL NUMBER:

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

### DISPOSAL

DISPOSAL DATE:	HOW DISPOSED:
REASON FOR DISPOSAL:	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

### TRANSFER

TRANSFER DATE: 10/28/16	
TRANSFERRED FROM (DEPT/OFFICE): General Administration	TO (DEPT/OFFICE): Assessor's 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 surplused 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  dispose  transfer the above referenced inventory item was  approved  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.

**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.

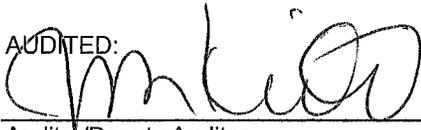
As of this date, November 8, 2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

134469            thru            134551            \$ 322,144.59

Warrants Dated:        October 28, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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: OCTOBER, YEAR OF 2016

TOTAL EMPLOYEES: 180

TOTAL PAYROLL: \$731,595.86

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 8TH<sup>th</sup> day of NOVEMBER 2016

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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



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

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

REQUESTED MEETING DATE:

11/08/16

### AGENDA REQUEST FORM

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

Agenda Item #: 7

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: <u>DPW</u>	DIVISION (if applicable): <u>Roads</u>
OFFICIAL NAME & TITLE: <u>Mike Collins, Director/County Engineer</u>	PHONE / EXT: <u>3368</u>
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST <u>Accept contract, performance bond and insurance from Stripe Rite, Inc. for the Signing Upgrade Project and return bid bonds.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <u>Accept Contract, Performance Bond and Insurance from Stripe Rite, Inc., pertaining to the Signing Upgrade Project and authorize return of bid bonds</u>	

Name of Contractor: Stripe Rite, Inc.

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

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):  
contract awarded in October 11th meeting.

TOTAL COST/AMOUNT (include sales & use tax): \$87,979      TOTAL TAX: included

TOTAL SHIPPING/HANDLING: \_\_\_\_\_      EXPENDITURE FUND #: <sup>104</sup>\_\_\_\_.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

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THIS AGREEMENT, made and entered into this 11th day of October, 2016, between Pacific County, hereinafter called the COUNTY, and Stripe Rite, Inc., hereinafter called the CONTRACTOR.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1 - Work

1.1 CONTRACTOR shall complete all work and furnish all materials and equipment as specified or indicated in the Contract Documents for:

### PACIFIC COUNTY SIGNING UPGRADE PROJECT 2016

1.2 The CONTRACTOR shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by the COUNTY.

## Article 2 - Contract Time

2.1 The Work of the Contract shall be physically completed and ready for final payment within sixty (60) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.

2.2 Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 of this agreement, plus any extensions thereof allowed in accordance with Section 1-08.5 of the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COUNTY if the Work is not substantially and physically completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY the amounts specified in Section 1-08.9 of the Standard Specifications, as may be supplemented by the Special Provisions, for each working day that expires after the times specified in Paragraph 2.1 of this Agreement.

### **Article 3-Contract Price**

- 3.1 COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an estimated Contract Price as provided in CONTRACTOR's Bid Form attached as Exhibit A.

### **Article 4-Payment Procedures**

- 4.1 CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications. Applications for Payment will be processed by COUNTY as provided in the Standard Specifications.
- 4.2 COUNTY will make monthly progress payments on the basis of CONTRACTOR's Applications for Payment each month during construction as provided below. All progress payments will be on the basis of the measured or estimated number of units of Unit Price work completed.

In accordance with RCW 60.28.011 no final payment will be made until such time as all claims have been satisfied.

- 4.3 Upon final completion and acceptance of the Work in accordance with the Contract Documents, COUNTY shall pay the remainder of the Contract Price, provided that there are no related liens registered against the project at that time, and provided that the industrial insurance premiums with the Department of Labor and Industries are current.

### **Article 5-Contractor's Representations**

CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality, availability of labor, union or non-union practices, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Special Provisions of the Contract Documents, and accepts the determination set forth in the Special Provisions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 5.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR

considers necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 5.4 CONTRACTOR has reviewed and checked all information and data shown or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. CONTRACTOR shall perform, at CONTRACTOR'S sole expense, all such additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said underground facilities which are or will be required to perform and furnish the Work at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR is experienced and qualified to perform the services described herein, and is properly staffed and organized and financed to perform such services. CONTRACTOR shall act as an independent contractor and not as an employee or agent of COUNTY in performing its services, maintaining control over its employees and managing all subcontractors and suppliers.

#### **Article 6-Contract Documents**

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 Notice to Contractors.
- 6.2 CONTRACTOR'S Bid Form, including Appendix A, attached as Exhibit A.
- 6.3 Addenda Numbers Ø to Ø inclusive, attached as Exhibit B.
- 6.4 Notice of Award, attached as Exhibit C.
- 6.5 This Contract.
- 6.6 Project Manual, including Instructions to Bidders, Amendments to the Standard Specifications, Special Provisions, and Drawings, attached as Exhibit D.

- 6.7 Performance and Construction Payment Bonds, attached as Exhibit E.
- 6.8 2014 Standard Specifications for Road, Bridge, and Municipal Construction, as published by W.S.D.O.T.
- 6.9 Certificates of Insurance, attached as Exhibit F.
- 6.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:  
  
All written Amendments and other documents amending, modifying, or supplementing the Contract Documents.
- 6.11 There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the Special Provisions.

**Article 7-Indemnification**

- 7.1 The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless the COUNTY and all officers, employees and agents of the COUNTY from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the work or in consequence of any negligence regarding the work, the use of any improper materials in the work, caused in whole or in part by any act or omission by the CONTRACTOR or his agents or employees during performance or at any time before final acceptance. In addition to any remedy authorized by law, the COUNTY may retain as much of the money due the CONTRACTOR as deemed necessary to assure indemnification until disposition has been made of such suits or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

The CONTRACTOR, including its successors and assigns, shall indemnify, defend, and save harmless any city or district, its officers, and employees connected with the work, within the limits of which city or district the work is being performed, all in the same manner and to the same extent as provided above for the protection of the COUNTY, its officers and employees, provided that no retention of money due the CONTRACTOR be made by the COUNTY except as provided in Chapter 60.28 RCW, pending disposition of suits or claims for damages brought against the city or district.

The CONTRACTOR will not be required to indemnify, defend, or save harmless the COUNTY as provided in the preceding paragraphs of this Article if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of (a) the COUNTY or the COUNTY'S agents or employees and (b) the CONTRACTOR or the

CONTRACTOR'S agent or employees, the indemnity provisions provided in the preceding paragraphs of this Article shall be valid and enforceable only to the extent of the CONTRACTOR'S negligence or the negligence of its agents and employees.

It is further specifically and expressly understood that the indemnification provided in this Article constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification and not with respect to claims by any third party. This waiver has been mutually negotiated by the parties.

#### **Article 8-Assignment**

8.1 The Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of the COUNTY.

#### **Article 9 - Binding Effect**

9.1 COUNTY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **Article 10 – Severability**

10.1 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.

#### **Article 11 - Venue**

11.1 In the event that either party shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

#### **Article 12 - Entire And Complete Agreement**

12.1 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict between the language set forth in this Agreement, any of the exhibits hereto, Standard Specifications, or Special Provisions, the language in this Agreement shall prevail, and this Agreement shall be interpreted as if that conflicting language was not a part of the agreement between the parties.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the day and first below written, and the County Legislative Authority has caused this instrument to be executed by and in the name of said PACIFIC COUNTY the day and year first above written.

Executed by the Contractor on this 17<sup>th</sup> day of October, 2016.

**Contractor**

**Board of County Commissioners  
Pacific County, Washington**

Stripe Rite, Inc.  
Company

[Signature]  
Chairperson

[Signature]  
Title President

[Signature]  
Commissioner

1813 137<sup>th</sup> Ave. E.  
Address

[Signature]  
Commissioner

Sumner, WA. 98390  
City, State, Zip Code

**Approved As To Form:**

**Attest:**

\_\_\_\_\_

[Signature]  
Clerk of the Board



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

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

REQUESTED MEETING DATE:  
11/08/16

### AGENDA REQUEST FORM

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

Agenda Item#: 8

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: Community Development DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Megan McNelly PHONE / EXT: 875-9356

SIGNATURE: DATE: 11/2/2016

NARRATIVE OF REQUEST

The Department is revising the fee schedule, adopted by Resolution 2015-058 on December 22, 2015.

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

Adopt Resolution 2016-\_\_\_\_ regarding fees for services performed by Department of Community Development and Department of Public Works in support of building, environmental health, and land use review, adoption of a schedule of fees, and rescision of pre-existing fee resolutions

**BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS**

**RESOLUTION NO.2016 - \_\_\_\_\_**

A RESOLUTION REGARDING FEES FOR SERVICES PERFORMED BY PACIFIC COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS IN SUPPORT OF BUILDING, ENVIRONMENTAL HEALTH, AND LAND USE REVIEW, ADOPTION OF A SCHEDULE OF FEES, AND RECISION OF PRE-EXISTING FEE RESOLUTIONS.

WHEREAS, in the matter of providing services to the public and other municipal entities, the Board of Pacific County Commissioners and the Board of Health have reviewed state statutes and county ordinances, resolutions, rules, regulations, policies and procedures and find the following facts:

1. Pacific County has enacted certain ordinances and resolutions that provide fees for the reimbursement of costs of services provided by Pacific County; and
2. Those ordinances and resolutions and certain facts regarding the same were enumerated in Resolution 2015-058, passed in open session on December 22, 2015;
3. The revisions and/or amendments stipulated in the resolutions listed herein have been accomplished in accordance with state statute and county rules, regulations, policies and procedures; and
4. The Board of Pacific County Commissioners desires to coalesce and adjust existing fees administered by the Department of Community Development into one uniform fee schedule for the benefit of the general public; now, therefore,

BE IT HEREBY RESOLVED, that the following schedule of fees be adopted, and that any and all portions of the above listed resolutions that conflict with this schedule are hereby rescinded:

**Section 1: Application Processing**

A. Application Processing Fee (Charged on all applications, licenses, etc) <sup>1</sup>	65.00
B. Technology Fee (Charged on all applications, licenses, renewals, etc)	\$10.00
C. NSF fee	\$25.00

**Section 2: Shoreline Substantial Development**

A. Exemption-Substantial Development Permit Application	\$130.00
B. Exemption- Forest Practice Review <sup>2</sup>	\$65.00
C. Type II Shorelines Substantial Development Permit Application	\$650.00
D. Type III Shorelines Substantial Development Permit Application	\$780.00
E. Sand Removal-Substantial Development Permit Application	\$130.00
F. Dune Modification and Exemption	\$390.00
G. Shorelines Permit Revision	\$325.00
H. Public Notice Fee (Shorelines)	\$195.00

**Section 3: Planning/Zoning**

A. Setback/Zoning Review	\$40.00
B. Zoning Variance (Type IV Review Process)	\$650.00
C. Zoning Variance (Type III Review Process)	\$650.00

<sup>1</sup> Not applicable to temporary food permits

<sup>2</sup> Review for timber harvest/forest practices only for compliance with the Shoreline Master Program

E. Special Use Permit (Type II Review Process)	\$520.00
F. Change of Zone (Site Specific Rezone) Application	\$975.00
G. Comprehensive Plan Amendment/Amendment Ordinance	\$975.00
H. Forest Land Conversion Review (Conversion review, conversion option harvest plans, moratorium waivers)	\$425.00
I. WCF Application Review Type I Process <sup>3</sup>	\$130.00
J. WCF Application Review Type II Process <sup>4</sup>	\$520.00
K. WCF Application Review Type III Process <sup>5</sup>	\$650.00
L. Floodplain Development Permit	\$130.00
M. Oysterville Design Review <sup>6</sup>	\$300.00
N. Public Notice Fee	\$195.00
O. Vacation Rental License	\$90.00
P. Type I Administrative Variance <sup>7</sup>	\$195.00
Q. Type II Administrative Variance <sup>8</sup>	\$260.00

#### Section 4: Critical Areas and Resource Lands (CARL)/Land Alteration and Drainage Ordinance (LADO)

A. CARL and LADO Checklist Review/Site Evaluation	\$130.00
B. CARL Assessment, Delineation, and Mitigation Plan Review	\$325.00
C. CARL Administrative Variance/Viable Use Review	\$390.00
D. Public Notice Fee (CARL/LADO)	\$195.00

#### Section 5: State Environmental Policy Act (SEPA)

A. Environmental (SEPA) Checklist Filing Fee	\$160.00
B. Threshold Determinations Review Fee <sup>9</sup>	
Commercial Industrial Rezones (additional fee)	\$195.00
Subdivision or Short Platting not exempted under WAC 197-11-800(6) (c) (additional fee)	\$325.00
C. DNS – Determination of Non-Significance (no additional fee) <sup>10</sup>	
D. Mitigated Determination of Non-significance (additional fee) <sup>11</sup>	\$195.00
E. Environmental Impact Statement (EIS) <sup>12</sup>	
F. Public Notice Fee (SEPA) (minimum fee) <sup>13</sup>	\$195.00
G. SEPA Exemption Fee <sup>14</sup>	\$130.00

3 Cell Tower Review Type I (Attaching antenna to existing tower)

4 Cell Tower Review Type II (New tower co-located)

5 Cell Tower Review Type III (New tower, variance)

6 Administrative Review

7 Heard by Administrator or their designee; applies to variance requests that are 0-10% of the numerical standards

8 Heard by the administrator or their designee; applies to variance requests that are 11-25% of the numerical standards

9 Additional fees will be required 1). Commercial Industrial Rezones 2). Subdivision or short plat that are not exempted under WAC 197-11-800(6)(a). Note: No threshold determination fee shall be charged for a proposal which could be categorically exempt by for the provisions of the County's Ordinances.

10 When a DNS is withdrawn by the County as a result of procurement by misrepresentation or lack of material disclosure and if such a DNS resulted from the actions of an applicant, any subsequent environmental checklist on the proposal shall be prepared directly by the lead agency or its consultant at the expense of the applicant.

11 Those threshold determinations resulting in a mitigated Determination of Non-Significance. In addition, the preparation and distribution costs as detailed in Resolution No. 90-156, or any amendments thereto.

12 EIS preparation and distribution costs shall be borne by the applicant or proponent as detailed in Resolution No. 90-156.

13 The County shall collect a reasonable fee from applicants to cover the cost of meeting any public notice requirement of the County's rules (Pacific County SEPA Ordinance)

14 Assessed when a letter of determination is required or requested

## Section 6: Subdivision(s)

### Short Subdivision/Large Lot Fees (1-4 lots)

A. Short Plat or Large Lot Subdivision (1-4) Lots Pre-application	No charge
B. Short Plat or Large Lot Subdivision Preliminary Application	\$650.00+\$30/lot
C. Minor Revisions (no hearing/no re-advertisement)	\$260.00
D. Major Revisions (hearing and/or re-advertisement)	\$520.00
E. Amended Short Plat or Large Lot	\$325.00
F. Plat Feasibility Review Septic/Well (On-site Sewage Evaluation for short subdivisions, long subdivisions, large lots subdivision) <sup>15</sup>	\$325.00+\$65/additional lot
G. Final Short Plat or Large Lot Review (includes public hearing with Hearings Examiner)	\$65/lot+recording fee <sup>16</sup>
H. Re-division or Alteration of Large Lot or Short Subdivision	\$650+\$30/lot
I. Land Division Exemption Review <sup>17</sup>	\$65+recording fee <sup>13</sup>
J. Refundable Cash Payment in lieu of public improvements	150% of estimated cost
K. Public Notice Fee (Subdivision)	\$195.00
L. Type I Administrative Variance <sup>18</sup>	\$195.00
M. Type II Administrative Variance <sup>19</sup>	\$290.00

### Long Subdivision (5 or more lots)

A. Long Subdivision Pre-Application	No Charge
B. Long Subdivision Preliminary Plat Application	\$975.00 + \$45.00/lot
C. Minor Revision (no hearing, no re-advertisement)	\$325.00
D. Major Revision (hearing and/or re-advertisement)	\$520.00
E. Final Subdivision Review	\$65.00/lot+ recording fee <sup>13</sup>
F. Amend Subdivision or Redivision	\$520.00
G. Redivision or Alteration of Long Subdivision	\$975.00+\$45.00/lot
H. Plat Feasibility Review Septic/Well (On-site Sewage Evaluation for short subdivisions, long subdivisions, large lots subdivision) <sup>20</sup>	\$325.00+\$65/additional lot
I. Refundable cash payment in lieu of public improvements	150% of estimated cost
J. Short Plat/Subdivision/Large Lot Exemption Review	\$65/lot+recording fee <sup>16</sup>
K. Public Notice Fee (Subdivision)	\$195.00
L. Type I Administrative Variance <sup>21</sup>	\$195.00
M. Type II Administrative Variance <sup>22</sup>	\$290.00

### Subdivision Variance

A. Administrative Variance Review (Type II process)	\$520.00
B. Lot Size or other Variance from Subdivision Standard	\$650.00
C. Plat Vacation	\$390.00
D. Recording	As charged by Auditor
E. Binding site plan review	\$520.00
F. Type I Administrative Variance <sup>23</sup>	\$195.00
G. Type II Administrative Variance <sup>24</sup>	\$290.00

15 The work of a standard septic/well evaluation is performed as in any other lot/parcel. However, due to the volume of evaluations possible with a short/large plat, the standard rate isn't feasible for each lot and so an hourly rate will be charged per additional lot.

16 If DCD is tasked to record the documents with the Auditor's Office then recording fees will be assessed by DCD. If the applicant records the documents themselves then the fee is assessed at the time of recordation with the County Auditor.

17 Exemptions listed in Land Division Ordinance Section 3(B).

18 See Footnote 7

19 See Footnote 8

20 See Footnote 10.

21 See Footnote 7

22 See Footnote 8

23 See Footnote 7

24 See Footnote 8

**Boundary Line Adjustment**

A. Boundary Line Adjustment <sup>25</sup>	\$95.00
B. Type I Administrative Variance <sup>26</sup>	\$195.00
C. Type II Administrative Variance <sup>27</sup>	\$290.00

**Section 7: Appeal(s)**

A. Appeal of Type I Decision	\$260.00
B. Appeal of Type II or III Decision	\$390.00
C. Appeal of Type IV Decision	\$390.00
D. Appeal of Franchise Decision	\$260.00

**Section 8: Public Works Development Review<sup>28</sup>**

A. Road Right-of-Way Fee (road access/approach)	\$50.00
B. Drainage Fee	\$300.00
C. Addressing	\$25.00
D. Road Review Fee (Subdivision)	\$65.00/hr
E. Franchise Application	\$520.00
F. Sand Haul/Overweight Permit	\$20.00

**Section 9: Building Permit(s)<sup>29 30</sup>****Total Valuation (plus 65% of Value for Plan Check Fees)<sup>31</sup>**

<b>\$1.00 to \$500.00</b> - \$23.50	\$23.50
<b>\$501.00 to \$2,000.00</b> - \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.	\$23.50+\$3.05 per increment
<b>\$2,001.00 to \$25,000.00</b> - \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$69.25+\$14.00 per increment
<b>\$25,001.00 to \$50,000.00</b> - \$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.	\$391.25+\$10.10 per increment
<b>\$50,001.00 to \$100,000.00</b> - \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.	\$643.75+\$7.00 per increment
<b>\$100,001.00 to \$500,000.00</b> - \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.	\$993.75 +\$5.60 per increment
<b>\$500,001.00 to \$1,000,000.00</b> - \$3233.75 for the first \$500,000.00 plus \$4.74 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3233.75+\$4.74 per increment
<b>\$1,000,001.00 and Up</b> - \$5603.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.	\$5603.75+\$3.65 per increment

25 Recording fees assessed at time of recording w/ County Auditor

26 See Footnote 7

27 See Footnote 8

28 Fees shall follow the most current fee schedule adopted by the Board of County Commissioners

29 The fees for each building permit, plumbing permit, and/or mechanical permit are based on finished value rather than true cost; therefore, volunteer labor and furnished materials must be included.

30 Not applicable to agriculture buildings; no plan review or inspections are performed so no building fees are applied

31 The following values were taken from the 1997 Uniform Building Code Table 1-A. The plan review fee shall be sixty-six (65) percent of the building permit fee as established in the Table titled "Total Valuation" in the this resolution.

**Building Valuations<sup>32</sup> (all valuations per square foot unless otherwise noted)**

A. Single Family Dwelling	\$84.86
B. Residential Addition	\$84.86
C. Residential Interior Remodel (Non-structural)	\$42.43
D. Residential Interior Remodel (Structural)	\$84.86
E. Basement (Unfinished)	\$21.22
F. Garage	\$30.64
G. Carport/Shed	\$20.93
H. Deck (Covered)	\$12.25
I. Deck (Uncovered)	\$10.40
J. Pole Building	\$24.51
K. Foundation Under Existing House (per lineal foot)	\$65.00
L. Metal Carports (flat rate) <sup>33</sup>	\$65.00
M. Greenhouse <sup>34</sup>	\$30.64
N. Decommission of Cell Tower	\$130.00

**Mobile Homes/Manufactured Houses<sup>35</sup>**

A. Singlewide	\$455.00
B. Doublewide	\$520.00
C. Triplewide	\$585.00
D. Title Elimination Fee <sup>36</sup>	\$65.00
E. Modular Stick-Built <sup>37</sup>	50% of stick-built cost

**Other Building Fees**

A. Mechanical/Plumbing Repiping (wood stove/heat pump/propane/repiping/etc)	\$65.00
B. Change in Occupancy	\$65.00
C. Renewal of Building Permit (per 6 month increment; max 2 years)	\$50.00
D. Re-issuance of a Permit Packet	\$50.00
E. State Building Inspection Fee (plus \$2.00/each additional unit)	\$4.50
F. Fire & Life Safety Inspection	\$150.00
G. Greenhouse, partial building permit <sup>38</sup>	\$50.00

**Section 10: Fireworks**

A. Fireworks - Retail Sales Permit Application	\$25.00
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**Section 11: On-site Septic**

**Permit(s)**

A. Evaluation (new/modification/expansion/abandoned system)	\$400.00
B. Installation	\$240.00
C. Design Review <sup>39</sup>	\$240.00
D. Repair Permit (6 month permit)	\$200.00

32 Commercial – Based on Architects or Contractors Bid Information

33 Up to 520 sq ft. Over 520 sq ft, the Carport/Shed valuation will be used if no sides or the Garage valuation if there are two or more sides.

34 Applicable for greenhouses attached to a residence or garage connected to a residence and on a permanent foundation; does not include any structure used for the growing of marijuana

35 The permit fee for installation of a mobile/manufactured is for either a home on a privately owned individual lot or in a mobile home park.

36 Fee collected at time of application and valid for duration of the permit - failure to eliminate title prior to permit expiration requires payment of fee.

37 Structure is substantially built off-site. Building/Plan Check fees are calculated by determining the building/plan check fees for a stick-built house and multiplying by 0.50.

38 Applicable to any greenhouse, regardless of size, if attached to a residence or garage connected to a residence OR a greenhouse over 200 sq ft with siding, which can be attached to an ag/shop or detached garage; Siding means a rigid material used to enclose all or some sides of the building, such as plastic sheeting or corrugated material; excludes any structure used for the growing of marijuana

39 Additional review by the request of the applicant or the County will be charged an hourly fee.

E. Site Re-inspection	\$115.00
F. Operation and Maintenance Inspection Review	\$50.00
G. Annual Operation and Maintenance Permit	\$115.00
H. Septic System Variance Fee/Waiver Health Officer Hearing	\$475.00
I. Winter Water Table	\$735.00
J. Design Revision <sup>40</sup>	\$240.00

**Installers/Pumpers/O&M Inspectors**

A. License-New <sup>41</sup>	\$275.00
B. License-Annual Renewal	\$160.00
C. Septic Tank Design Review	\$120.00
D. Retest fee	\$160.00
E. Pump Truck Inspections	\$160.00

**Section 12: Water System**

A. Single-family Well Permit	\$160.00
B. Cistern Permit	\$490.00

**Section 13: Recreational Vehicle Parks**

A. 0-20 spaces	\$160.00
B. 21-50 spaces	\$240.00
C. 51-100 spaces	\$320.00
D. 101 or more spaces	\$400.00
E. Temporary RV Park (less than 7 days in duration)	\$80.00

**Section 14: Solid Waste**

A. Transfer Station Permit-Plus other solid waste plan implementation tipping fee as adopted by separate resolution	\$650.00
B. Land Application Permit	\$250.00
C. Other Solid Waste Sites and Facilities <sup>42</sup>	\$130.00

**Section 15: Water Recreation Facilities<sup>43</sup>**

A. Spa	\$160.00
B. Swimming Pool	\$320.00

**Section 16: Water Quality**

**Laboratory Testing**

A. Coliform Presence/Absence	\$30.00
B. Membrane Filtration	\$30.00

**Section 17: Food**

**Food Classes**

A. Food Handlers Permit	\$10.00
B. Copy of Food Handler Card	\$1.00
C. Food Handlers Booklets	\$1.00

<sup>40</sup> Applicable to any designs that have been altered after the original submittal and resubmitted for review, whether or not the EHS required corrections or if the alteration was voluntary by the applicant or agent

<sup>41</sup> The test is \$100 for a homeowner that does not require a license.

<sup>42</sup> Includes exempt facilities.

<sup>43</sup> Fees are for an annual permit. The same number of inspections is performed at each facility, regardless of the differences in operating times or schedules.

**Food Service Establishments<sup>44</sup>**

A. Level 1 <sup>45</sup>	\$80.00
B. Level 2 <sup>46</sup>	\$160.00
C. Level 3 <sup>47</sup>	
0-25 seats	\$240.00
26-50 seats	\$275.00
51-75 seats	\$320.00
76-100 seats	\$355.00
100+ seats	\$400.00
D. School Cafeteria	\$240.00
E. Bed & Breakfast	\$160.00
F. Commissary Kitchen/Caterer	\$160.00
G. Complex Facilities (includes multiple levels (1, 2, & 3) w/in one establishment)	
Fee based on highest level (1,2, or 3) plus a flat rate per facility/department <sup>48</sup>	\$60.00

**Temporary Events<sup>49</sup>**

A. Non-potentially hazardous (per event) – submitted by application deadline	\$40.00
B. Non-potentially hazardous (annual) – submitted by application deadline	\$80.00
C. Potentially hazardous (per event) - submitted by application deadline	\$80.00
D. Potentially hazardous (annual) – submitted by application deadline	\$160.00
E. Temporary Food Establishment Permit Late Fee <sup>50</sup>	\$80.00
F. Sampling of Non-potentially and Potentially Hazardous Food	\$35.00

**Section 18: Plan Review for Environmental Health**

A. All environmental health permits/licenses (2 hour minimum) <sup>51</sup>	\$65.00/hr
B. Change of ownership w/ no change in operations (2 hour minimum)	\$65.00/hr
C. Site Plan Review <sup>52</sup>	\$40.00

**Section 19: Miscellaneous Review(s)**

A. Open Space Applications Requiring Public Review and Public Hearing with Planning Commission (Tax conversions)	\$425.00
B. Permit Revision/Site Plan Revision after Permit Issuance (2 hour minimum)	\$65.00/hr
C. Permit Revision/Site Plan Revision prior to permit issuance (An additional review fee assessed if further review is requested by either the applicant or the County.)	\$65.00/hr
D. Assembly Ordinance Permits	\$200.00
E. Special Consultation Fee/Special Inspection Fee - Hourly Rate (2 hour minimum)	\$65.00/hr
F. Hearings Examiner <sup>53</sup>	\$600.00
G. Administrative Review <sup>54</sup>	\$300.00

44 Change of ownership w/ no change in food preparation methods will only be charged the plan review fee. If food preparation methods change from previous owner then a plan review fee and food establishment service establishment fee will be assessed.

45 Level 1 (cold holding)

46 Level 2 (cold holding, hot holding)

47 Level 3 (cold holding, hot holding, reheating, cooling, variances, any type of food prep)

48 Example: A facility with three departments (grocery, deli w/14 seats, and meat market) would pay a Level 3 plus a flat rate of \$50.00 for each additional department 195+50+50=\$295

49 Non-profit organizations will be assessed at ½ the original fee; no application fee will be charged in addition of the permit fee listed

50 Applicable to all applications received after the application deadline; applications must be complete prior to the deadline to avoid the late fee

51 Excludes water recreation facilities, which are sent to the State for review.

52 When review is necessary but no permit is required, i.e. septic review for a garage building permit

53 If the total cost of the hearing examiner is above the flat fee of \$600, the applicant will be charged for the balance of the invoice.

54 In the case that something needs to come before the Board of Health or the Health Officer.

**Section 20: Penalty/Additional Fees**

A. All license renewal fees not received by January 1 <sup>st</sup>	\$80.00
B. All license renewal fees not received by February 1 <sup>st</sup> (in-addition to all previously assessed fees) <sup>55</sup>	\$80.00
C. Posting those facilities/establishments that did not pay their annual license fees <sup>56</sup>	\$180.00
D. Recording Fees (for all notices that are recorded by DCD)	As charged by the Auditor
E. Work started prior to permit issuance or approval shall be assessed a penalty fee totaling 1 1/2 times the total of all permit fees <sup>57</sup>	
F. A site needing to be re-inspected will be charged at the hourly rate. <sup>58</sup>	\$65.00/hr

**Section 21: Hourly Fee**

A. Hourly rate <sup>59</sup>	\$65.00/hr
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**Section 22: Administrative<sup>60</sup>**

A. Copies (8 1/2 x 11 & 8 1/2 x 14 & 11x17) <sup>61</sup>	Per Pacific County Resolution
B. Fax fee (Off public phone network)	Per Pacific County Resolution
C. Tapes/CD Duplication Fee	Per Pacific County Resolution
D. Recording Fee	As charged by Auditor
E. Certified Letters	As charged by the USPS
F. Mileage	Per Pacific County Policy

All fees are non-refundable, except when an individual withdraws or cancels a building project at which point the individual will receive a refund of 60% of their building fees. No application will be issued without receipt of payment in full of all applicable fees. Any application that remains on inactive status for a period of 180 days will be closed and fees may be forfeited.

PASSED by the following vote this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage: \_\_\_\_YEA; \_\_\_\_NAY; \_\_\_\_ABSTAIN; and \_\_\_\_ABSENT

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Frank Wolfe, Chair

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

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

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

55 Licenses not renewed by February 15th will be terminated and the establishment closed. Re-application and fees will be required to re-open.  
 56 Establishments that reopen within the same calendar year that they are closed will be required to pay all assessed penalty fees plus annual license fees unless a copy of the Washington State Business License is submitted showing a change of ownership.  
 57 The penalty fee is 1.5x the total permit cost and is added to the permit fee, i.e. a \$200 permit + \$300.00 penalty fee = \$500.00 fee total  
 58 Every inspection will be allowed one re-inspection. Anything beyond two inspections will be charged.  
 59 The hourly rate includes anything that is not in the fee schedule that takes time and resources, such as special inspections, consultation fees, etc.  
 60 Determining the exact personnel, equipment, and supply costs associated with duplication is an unduly burdensome task; therefore, the County adopts the following rate structure.  
 61 Document Fee shall equal sum of duplicating costs and representative proportion of cost of personnel performing duplication of that document.  
 NOTE: If the representative proportion of the cost of personnel performing duplication cannot easily be determined, the fee shall default to A) of this table.



REQUESTED MEETING DATE:  
 11/8/16

### 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: \_\_\_\_\_

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"/> NDC        | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Treasurer      |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health   | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <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: 10/25/16
NARRATIVE OF REQUEST	
Request the Board approve the advertisement and hire of a Deputy Director over Health Services. This will be a 1.0 FTE, based primarily out of the South Bend office and will be a contracted position similar to the current health deputy director. Salary range will be \$61,000.00 to \$64,000.00 depending on experience.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approval request to advertise/hire Deputy Director in accordance with Section 2.22 Hiring Process of the Personnel Policy	



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

REQUESTED MEETING DATE:  
 11/8/16

### 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

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"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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: 10/25/16
NARRATIVE OF REQUEST  Request the Board approve an increase in FTE for Tessa Clements. This increase will be a 0.1 FTE at a Grade 9, Step 6. She will be providing clinic coverage two days per month and the work will be similar to work performed by other Administrative Assitant II employees. <i>Effective 10/25/16</i>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve increase of Tessa Clements to 0.80 FTE, effective October 25, 2016, subject to adequate budget appropriations	

Name of Contractor: \_\_\_\_\_

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

**W-9 Attached** for all vendors/contractors (County issuing payment to)       **Certificate of Insurance Attached** (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, 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     Post, Advertise, & Fill Position  
 Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**  
Tessa has agreed to increase by two days a month to cover clinic that we currently do not have the staff to complete without undue travel from Long Beach. We had requested advertising for a 0.7 FTE Admin Assistant II position when Tessa accepted a job change to a Grade 10 position. Due to budget concerns for 2017 we have decided not to fill this position. To cover some of the work this person would have taken over Tessa has agreed to increase time at a Grade 9.

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

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

EXPENDITURE BUDGETED?     Yes     No      SUPPLEMENTAL REQUIRED?     Yes     No

IN-KIND MATCH REQUIRED?     Yes     No      DESCRIBE MATCH: \_\_\_\_\_

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



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:

11/8/16

### 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

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"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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: 10/26/2016
<b>NARRATIVE OF REQUEST</b> Requesting approval and signature of Contract #2016-19 PX Boys & Girls Club with the Boys & Girls Club of the Long Beach Peninsula to provide Childcare for Parenting Classes and Coordination of the Teen Center. The childcare is funded with Drug Free Communities (DFC) and the Teen Center is funded through DSHS- Division of Behavioral Health & Recovery (DBHR). The Teen Center is sole source since Boys & Girls Club is the only provider of this service in south county. The contract begins October 1, 2016 and goes through Sept 30, 2019 (although budget has only been allocated for the first state and federal fiscal years. Please contact me at extension 2648 with any questions.	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b>  Approve Contract #2016-19PX with the Boys & Girls Club of Long Beach to provide childcare for Parenting Classes and Coordination of the Teen Center	

Name of Contractor: Boys & Girls Club of the Long Beach Peninsula

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):  
Contract #2016-19 PX Boys & Girls Club

W-9 Attached for all vendors/contractors (County Issuing payment to)  Certificate of Insurance Attached (if required)  
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 provide Tax ID #, Uniform Business Identification (UBI) #, 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  Post, Advertise, & Fill Position  
 Other (please describe): \_\_\_\_\_

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

TOTAL COST/AMOUNT (include sales & use tax): 13,350 TOTAL TAX: 0  
TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX  
EXPENDITURE BUDGETED?  Yes  No SUPPLEMENTAL REQUIRED?  Yes  No  
IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH:  
MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS:

**Contract #2016-19 PX Boys & Girls Club**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Pacific County, hereinafter referred to as "County," and Boys & Girls Club of the Long Beach Peninsula, hereinafter referred to as "Contractor", a nonprofit corporation with federal 501(c) (3) nonprofit status. County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The purpose of this contract is to provide qualified childcare providers for parenting classes and workshops as directed by the COUNTY, and to coordinate and implement the Boys & Girls Club Teen Center for students attending Ocean Beach School District.

Services are funded through grants provided by the Substance Abuse Mental Health Services Administration (SAMHSA), and the Department of Social & Health Services (DSHS) Division of Behavioral Health & Recovery (DBHR). As such, all services provided shall be in full compliance with all federal requirements by SAMHSA and DBHR. These requirements are outlined in **Exhibit A- Funder Requirements**.

Effective Date. The effective date of this Agreement is October 1, 2016.

Termination. This Agreement shall terminate on September 30, 2019. The COUNTY or the CONTRACTOR may terminate this Agreement at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

**1. CONTRACT REPRESENTATIVES**

Each Party to this Contract shall have a Contract representative. Each Party may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Allie Friese	Katie Lindstrom
Executive Director Boys & Girls Club of the Long Beach Peninsula	Deputy Director, Pacific County Public Health & Human Services
Address: PO Box 1172 Long Beach, WA 98631	1216 West Robert Bush Drive South Bend, WA 98586
Contractor Tax ID #: 20-3585444	
Contract DUNS #: 021722737	

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180(2), the Contractor shall provide access to data generated under this agreement to DBHR, SAMHSA, the County, and the Office of the State Auditor at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

**3. ATTORNEY’S FEES/COST OF SUIT AND VENUE**

If either Party files suit to enforce this Contract, Parties agree that the prevailing Party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit. This Contract has been and shall be construed as having been made and delivered within the State of Washington. Each Party agrees that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. The Parties also agree that Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

**4. DISPUTES**

**A. General**

Differences between the Contractor and the County, arising under and by virtue of the Contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

**B. Notice of Potential Claims**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

**C. Detailed Claim**

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

**5. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

**6. ALL WRITINGS CONTAINED HEREIN**

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

**7. AMENDMENTS**

This Contract 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.

**8. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**9. APPROVAL**

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**10. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

**11. AUDIT**

- A. General Requirements- The Contractor is to procure audit services based on the following guidelines:
  - i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
  - ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
  - iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
  - iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request
- B. State Fund Requirements- Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:
  - i. Contractor name
  - ii. State program name
  - iii. BARS account number
  - iv. County
  - v. County Contract number
  - vi. Contract award amount including amendments (total Contract award)
  - vii. Current year expenditures
- C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- D. The Contractor shall include the above audit requirements in any subcontracts.
- E. In all cases, the Contractor's financial records must be available for review by County.

## **12. BILLING PROCEDURES AND PAYMENT**

The County will pay Contractor upon acceptance of services provided and receipt of properly completed County invoices and program reporting which shall be submitted to the Representative for the County not more often than monthly, or as outlined in **Exhibit B- Budget**.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

- A. Duplication of Billed Costs- The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- B. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **13. BOARD OF DIRECTORS**

The Contractor 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 Contractor shall apprise the County of any changes to this roster as they occur.

## **14. CONFLICTS OF INTEREST**

The County may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act that constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from a Contractor 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 event this contract is terminated for a conflict of interest, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

## **15. CONTRACTOR SERVICES**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials, and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in **Exhibit C- Statement of Work**.

## **16. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
  - ii. All material produced by the Contractor that is designated as "confidential" by the County; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure: The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**17. CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**18. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor 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 children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

**19. DATA SECURITY REQUIREMENTS**

- A.** Data Transport. When transporting DSHS Confidential Information electronically, including via email The data will be protected by:
- i. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
  - ii. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
- B.** Protection of Data. The contractor agrees to store data on one or more of the following media and protect the data as described:
- i. 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.
  - ii. 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Data storage on portable devices or media. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.

## **20. 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.

## **21. DEFINITIONS**

The terms listed below, as used in this Contract, shall have the following meanings:

- A. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. "Shall," indicates that which is mandatory.

- C. "Subcontract" shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- D. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

## **22. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Contractor Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

## **23. ELIGIBILITY**

Eligibility for the programs and services provided shall be limited to parents and youth served by or located within the Ocean Beach School District Boundaries.

## **24. EVALUATION, REPORTING, AND MONITORING**

The Contractor shall cooperate with, and freely participate in, any reporting, monitoring or evaluation activities conducted by the County or its funders that are pertinent to the intent of this Contract. The County and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

## **25. FAIR HEARING**

Termination of this contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

## **26. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

## **27. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in **Exhibit B- Budget** and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

## **28. INDEMNIFICATION/HOLD HARMLESS**

Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- A. Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- B. Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## **29. INDUSTRIAL INSURANCE WAIVER**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **30. INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence,

\$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- B. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- D. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

### 31. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

#### Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- d. Discrimination-human rights commission, Chapter 49.60 RCW.
- e. Ethics in public service, Chapter 42.52 RCW.
- f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- g. Open public meetings act, Chapter 42.30 RCW.
- h. Public records act, Chapter 42.56 RCW.
- i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### Federal Laws and Regulations

- a. Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and the Continuum of Care Program Rule (the "Rule").
- b. Federal Hatch Act, 5 USC 1501-1508

### 32. LICENSING, ACCREDITATION, AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

### 33. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**34. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

**35. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**36. OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

**37. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

**38. PROGRAM REPORTING**

Contractor shall comply with all program reporting requirements as directed by the county including, but not limited to monthly reporting in the PBPS system and biannual report in the COMET system.

**39. PROHIBITIONS**

The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

**40. PUBLIC RECORDS ACT**

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

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

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

#### **41. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

#### **42. RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

#### **43. REPORT ABUSE AND NEGLECT**

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

The Contractor will promptly report to the County representative if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred. 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.

#### **44. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

#### **45. SEVERABILITY**

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

**46. SUBCONTRACTING**

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

**47. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**48. TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**49. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

**50. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the third day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **51. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C.** Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- D.** Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

## **52. TREATMENT OF ASSETS**

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

## **53. UNALLOWABLE USE OF FEDERAL FUNDS**

This contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For more information on 45 CFR part 75 requirements, see <https://cfo.gov/cofar/>. Funds cannot be used to supplant current funding of existing activities. Supplanting is to replace funding of a recipients' existing program with funds from a federal grant or funding source.

This contract is subject to the following additional regulations and requirements:

- A.** 28 CFR Part 69- "Restrictions on Lobbying"
- B.** 2 CFR Part 25- "Universal Identifier and System of Award Management"
- C.** Conflict of Interest and Mandatory Disclosure Requirements
- D.** Non-profit Certifications



**Exhibit B- Budget**

<b>DFC Funded (Federal Year)</b>	<b>Funding Period</b>		
Childcare for Parenting Classes	<i>10/01/2016-9/30/2017</i>	<i>10/01/2017-9/30/2018</i>	<i>10/01/2018-9/30/2019</i>
	\$1,350.00	-	-

<b>DBHR Funded (State Year)</b>	<b>Funding Period</b>		
Teen Center Coordination	<i>Sept 1, 2016- June 30, 2017</i>	<i>July 1, 2017-June 30, 2018</i>	<i>July 1, 2018-June 30, 2019</i>
	\$12,000.00	-	-

**Exhibit C- Statement of Work**

Contractor shall provide the following services:

<b>Activity/Program</b>	<b>Brief Description</b>	<b>How</b>	<b>Who</b>	<b>Reporting</b>
<i>Name of activity/program</i>	<i>Briefly state the main purpose of activity</i>	<i>How much? How often?</i>	<i>Who is this service for? How many people reached?</i>	<i>What are the reporting requirements related to this activity?</i>
<b>Boys &amp; Girls Club Teen Center</b>	<i>After school teen center</i>	<i>Once per week during school year</i>	<i>7-12<sup>th</sup> grade OBSD students</i>	<i>Monthly Report submitted in PBPS</i>
<b>Childcare for Parenting Classes</b>	<i>Childcare for Triple P Seminars and other classes as scheduled</i>	<i>2-3 hours x 3-8 nights quarterly</i>	<i>Parenting Class attendees</i>	<i>Bi-annual COMET report submitted to WellSpring</i>

5



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:  
9/13/16

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD** 11/8/16

Agenda Item #: 12

BOCC ACTION:     APPROVED             DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

CONTINUED TO DATE: \_\_\_\_\_ TIME: 9/13/16

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

DEFERRED TO: From 6/14/16 mtg.

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"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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: 08/22/2016
<p><b>NARRATIVE OF REQUEST</b></p> <p>Requesting approval and signature of amendment #1 to contract #20160151 with Great Rivers Behavioral Health (GRBHO). <del>This amendment corrects a mis-allocation on the original budget.</del> The contract is to provide services related to the mental health diversion program. All other terms and conditions remain the same. Please contact me at extension 2648 with any questions. Thank you!</p>	
<p><b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b></p> <p>Approve Great Rivers Inter-Local Agreement for 5177 Diversion Program Services and authorize Chair to sign</p>	

Name of Contractor: GRBHO

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
GRBHO- 5117 (contract #20160151)

**W-9 Attached** for all vendors/contractors (County Issuing payment to)     **Certificate of Insurance Attached** (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, 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     Post, Advertise, & Fill Position  
 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    SUPPLEMENTAL REQUIRED?     Yes     No

IN-KIND MATCH REQUIRED?     Yes     No    DESCRIBE MATCH: \_\_\_\_\_

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

# Great Rivers Inter-Local Agreement 5177 Diversion Program Services

This contract is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

<b>Pacific County</b> 7013 Sandridge Road Long Beach, WA 98631 Telephone: (360) 642-9349	Contract Start Date: <b>April 15, 2016</b> Contract End Date: <b>June 30, 2017</b> Budget Authority: <b>DSHS 5177 Funds</b> Contract Number: 20160151
Program Contact: <b>Mary P. Goelz</b> Great Rivers Contact: <b>Marc Bollinger</b> DUNS Tax ID Number	

Pacific County hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

**FOR GREAT RIVERS BEHAVIORAL  
HEALTH ORGANIZATION:**

**FOR PACIFIC COUNTY:**

\_\_\_\_\_  
Edna J. Fund  
Great Rivers Governing Board Chair

\_\_\_\_\_  
Frank Wolfe, Chair  
Board of County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS.

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

- 1.1. **Agreement** means this Great Rivers and Contractor Agreement on General Terms and Conditions, Special Terms and Conditions and Exhibits and other documents attached or incorporated by reference.
- 1.2. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>.
- 1.3. **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- 1.4. **Contractor** means the BHA entity with which Great Rivers enters into this Agreement.
- 1.5. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 1.6. **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington.
- 1.7. **DSHS Representative** means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
- 1.8. **Data Universal Numbering System (DUNS)** means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.
- 1.9. **Encrypt** means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- 1.10. **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between Great Rivers and the BHA.
- 1.11. **Great Rivers** means Great Rivers Behavioral Health Organization. Great Rivers is a BHO within Cowlitz County, Grays Harbor County, Lewis County, Pacific County and Wahkiakum County.
- 1.12. **Owner** means a person who is a director, officer, partner, or a person or corporation with beneficial ownership of more than 5 percent of an entity's equity.
- 1.13. **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances,

education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

- 1.14. **Physically Secure** means that access is restricted through physical means to authorized individuals only.
- 1.15. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
- 1.16. **Secretary** means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
- 1.17. **Secured Area** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- 1.18. **Subcontract** means a separate Contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.
- 1.19. **Tracking** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.20. **Trusted Systems** include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.21. **USC** means the United States Code. All references in this Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpo.gov/uscode/>.
- 1.22. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

## 2. **AMENDMENT.**

This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

## 3. **ASSIGNMENT.**

Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the Great Rivers CEO and the written assumption of the Contractor's obligations by the third party.

#### **4. BILLING LIMITATIONS.**

Unless otherwise specified in this Agreement, Great Rivers shall not pay any claims except for those described in Exhibit A.

#### **5. COMPLIANCE WITH APPLICABLE LAW.**

At all times during the term of this Agreement the Contractor and Great Rivers shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulation.

#### **6. CONFIDENTIALITY.**

6.1. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the Contractor's performance of the services contemplated there under, except:

6.1.1. As provided by law; or,

6.1.2. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

6.2. The Contractor and Great Rivers shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

6.2.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

6.2.2. Physically securing any computers, documents, or other media containing the Confidential Information.

6.2.3. Ensure the security of Confidential Information transmitted via fax (facsimile) by:

6.2.3.1. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

6.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

6.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.

6.2.4. Sending paper documents containing Confidential Information via a Trusted System.

- 6.2.5. Following the requirements of the Great Rivers Data Security Requirements Exhibit B (attached to this contract).
- 6.3. Upon request by Great Rivers, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to Great Rivers or Contractor shall certify in writing that they will employ a Great Rivers approved method to destroy the information at the end of any required records retention period. Contractor may obtain information regarding approved destruction methods from the Great Rivers contact identified on the cover page of this Agreement.
- 6.4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
- 6.5. The compromise or potential compromise of Confidential Information must be reported to Great Rivers Contact designated on this Agreement within five (5) business days of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law, or Great Rivers.

## **7. CONTRACTOR CERTIFICATION REGARDING ETHICS.**

By signing this Agreement, the Contractor certifies that the Contractor will be in compliance with Great Rivers Code of Ethical Conduct throughout the term of this Agreement.

## **8. DEBARMENT CERTIFICATION.**

The Contractor, by signature to this Contract, certifies that the Contractor and any Owners is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. The Contractor shall immediately notify Great Rivers if, during the term of this Contract, Contractor becomes debarred. Great Rivers may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof. The Contractor also agrees to include the above requirements in all subcontracts in which it enters.

## **9. DISPUTES.**

When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute.

- 9.1. The Contractor and Great Rivers shall attempt to resolve the dispute through informal means between the Contractor and the Great Rivers CEO.
- 9.2. If the Contractor is not satisfied with the outcome, the Contractor may submit the disputed issue, in writing to Chair, Great Rivers Governing Board, P.O. Box 1447, Chehalis, WA 98632. The written submission must contain the following information:
  - 9.2.1. The Contractor's Contact for the issue.
  - 9.2.2. The Issue in dispute.

- 9.2.3. The Contractor's position on the issue.
- 9.3. The Great Rivers Governing Board Chair may request additional information from the Contractor. The Chair shall issue a written review decision to the Contractor within thirty (30) calendar days of receipt of all information relevant to the issue. The review decision shall be provided to the Contractor.
- 9.4. If the Contractor disagrees with the written review decision by the Chair, the Contractor may request the full Great Rivers Governing Board review all information supplied by both parties up to that point. The Governing Board shall issue a final written decision to the Contractor within thirty (30) calendar days of receipt of all requested information.
- 9.5. Both parties agree to make their best efforts to resolve disputes arising from this Agreement and agree that this dispute resolution process is the sole administrative remedy available under this Agreement.

## **10. ENTIRE AGREEMENT.**

This Agreement, including all documents attached to or incorporated by reference, shall contain all the terms and conditions to be agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

## **11. GOVERNING LAW AND VENUE.**

The laws of the State of Washington govern this Agreement. In the event of a lawsuit by either party involving this Agreement, venue shall be proper only in Lewis County, Washington.

## **12. HIPAA COMPLIANCE.**

Preamble: This section of the Agreement (referred to as "Contract" in this section") is the Business Associate Agreement as required by HIPAA.

### **12.1. Definitions.**

- 12.1.1. **Business Associate**, as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 12.1.2. **Business Associate Agreement** means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 12.1.3. **Breach** means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- 12.1.4. **Covered Entity** means Great Rivers, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care

components.

- 12.1.5. **Designated Record Set** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 12.1.6. **Electronic Protected Health Information (EPHI)** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- 12.1.7. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- 12.1.8. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 12.1.9. **Individual(s)** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 12.1.10. **Minimum Necessary** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 12.1.11. **Protected Health Information (PHI)** means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- 12.1.12. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 12.1.13. **Subcontractor** as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

- 12.1.14. **Use** includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 12.2. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 12.3. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- 12.3.1. **Duty to Protect PHI.** Business Associate shall protect PHI and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- 12.3.2. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- 12.3.3. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- 12.3.4. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 12.3.5. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 12.3.6. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to Great Rivers in writing all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a

Business Associate), as well as any Security Incident of which it becomes aware. Upon request by Great Rivers, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- 12.3.7. **Failure to Cure.** If Great Rivers learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by Great Rivers do not end the violation, Great Rivers shall terminate this Contract, if feasible. In addition, if Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- 12.3.8. **Termination for Cause.** Business Associate authorizes immediate termination of this Contract by Great Rivers, if Great Rivers determines that Business Associate has violated a material term of this Business Associate Agreement. Great Rivers may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 12.3.9. **Consent to Audit.** Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of Great Rivers, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- 12.3.10. **Obligations of Business Associate upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from Great Rivers, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of Great Rivers, Business Associate shall:
  - 12.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 12.3.10.2. Return to Great Rivers or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
  - 12.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
  - 12.3.10.4. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in

the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

12.3.10.5. Return to Great Rivers or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

12.3.11. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

#### 12.4. **Individual Rights.**

##### 12.4.1. **Accounting of Disclosures.**

12.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

12.4.1.2. Within ten (10) business days of a request from Great Rivers, Business Associate shall make available to Great Rivers the information in Business Associate's possession that is necessary for Great Rivers to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

12.4.1.3. At the request of Great Rivers or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

12.4.1.4. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

##### 12.4.2. **Access.**

12.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by Great Rivers or the Individual as necessary to satisfy Great Rivers' obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

12.4.2.2. When the request is made by the Individual to the Business Associate or if Great Rivers asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by Great Rivers, the Business Associate shall provide the records to Great Rivers within ten (10) business days.

##### 12.4.3. **Amendment.**

- 12.4.3.1. If Great Rivers amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and Great Rivers has previously provided the PHI or record that is the subject of the amendment to Business Associate, then Great Rivers will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
  - 12.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by Great Rivers or as necessary to satisfy Great Rivers' obligations under 45 CFR 164.526 (Amendment of Protected Health Information).
- 12.5. **Subcontracts and Other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- 12.6. **Obligations.** To the extent the Business Associate is to carry out one or more of Great Rivers' obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to Great Rivers in the performance of such obligation(s).
- 12.7. **Liability.** Within ten (10) business days, Business Associate must notify Great Rivers of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform Great Rivers of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 12.8. **Breach Notification.**
  - 12.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from Great Rivers or involving Great Rivers' clients, Business Associate will take all measures required by state or federal law.
  - 12.8.2. Business Associate will notify Great Rivers within one (1) business day of discovery by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
  - 12.8.3. Business Associate will notify the Great Rivers Contact shown on the cover page of this Contract within five (5) business days by telephone or e-mail of any potential Breach of security or privacy of PHI by the

Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the Great Rivers Contact. Business Associate will coordinate and cooperate with Great Rivers to provide a copy of its investigation and other information requested by Great Rivers, including advance copies of any notifications required for Great Rivers review before disseminating and verification of the dates notifications were sent.

12.8.4. If Great Rivers or the Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

12.8.4.1. requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

12.8.4.2. requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

12.8.4.3. requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

12.8.4.4. Great Rivers will take appropriate remedial measures up to termination of this Contract.

#### 12.9. **Miscellaneous Provisions.**

12.9.1. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

12.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

### 13. **INDEPENDENT STATUS.**

For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of Great Rivers and that an independent contractor relationship will be created by this Agreement. The Contractor shall not hold out itself or any of its employees as, nor claim

status as, an officer, employee, or agent of Great Rivers. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of Great Rivers. The Contractor shall indemnify and hold harmless Great Rivers from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

#### **14. INSPECTION.**

Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of the Agreement unless otherwise extended until all litigation, claims, or audit findings involving the records have been resolved as described in Section 18. Maintenance of Records, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

#### **15. INSURANCE.**

15.1. Great Rivers certifies that it is a member of a risk pool as provided by RCW 48.62 and RCW 39.34., and shall pay for losses for which it is found liable.

15.2. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.

15.2.1. If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. Great Rivers, its elected and appointed officials, agents, and employees shall be named as additional insureds.

#### **16. LAWSUITS.**

Nothing in this Agreement shall be construed to mean that the Contractor, a County, BHA, or their Subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.

#### **17. LOBBYING PROHIBITED.**

Federal Funds must not be used for lobbying activities as defined in 2 CFR 200.450, as amended.

#### **18. MAINTENANCE OF RECORDS.**

- 18.1. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, the Contractor shall maintain records sufficient to:
  - 18.1.1. Document performance of all acts required by law, regulation, or this Agreement, including but not limited to maintaining the content of all medical records in a manner consistent with the utilization control requirements of 42 CFR 456, 42 CFR 456.111, and 42 CFR 456.211.
  - 18.1.2. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Great Rivers and all expenditures made by the Contractor to perform as required by this Agreement.
  - 18.1.3. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- 18.2. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, audit or other legal action involving the records is started before the expiration of the six (6) year period, the records subject to this section shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **19. ORDER OF PRECEDENCE.**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- 19.1. Applicable federal and State of Washington statutes and regulations.
- 19.2. The **General** Terms & Conditions of this Agreement.
- 19.3. The **Special** Terms & Conditions of this Agreement.
- 19.4. Any **Exhibits** attached or incorporated into this Agreement by reference.

## **20. OWNERSHIP OF MATERIAL.**

Material created by the Contractor and paid for by Great Rivers as a part of this Agreement shall be owned by Great Rivers and shall be "work made for hire" as defined by Title 17 USC, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by Great Rivers is owned by the Contractor and is not "work made for hire"; however, Great Rivers shall have a perpetual license to use this material for Great Rivers internal purposes at no charge to Great Rivers, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

## **21. RESPONSIBILITY.**

Contractor shall be responsible for and shall defend, indemnify and hold Great Rivers harmless (including all costs and attorneys' fees) from all claims for personal injury, property damage and/or disclosure of confidential information and/or from the imposition of government fines or penalties resulting from the acts or omissions of the Contractor and of subcontractors related to the performance of this contract. Great Rivers shall be responsible and shall defend, indemnify and hold Contractor harmless (including costs and attorneys' fees) from all claims for personal injury,

property damage and /or disclosure of confidential information and/or imposition of government fines or penalties resulting from the acts or omissions of Great Rivers related to the performance of this contract.

## **22. SEVERABILITY.**

The provisions of this Agreement are severable. If any court holds invalid any provision of this Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement.

## **23. SUBCONTRACTING.**

The Contractor may subcontract services to be provided under this Agreement, unless otherwise specified within this Agreement. If Great Rivers, the Contractor, and a subcontractor of the Contractor are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement, then Great Rivers shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than Great Rivers and the Contractor. This provision shall not apply in the event of a settlement by either Great Rivers or the Contractor.

## **24. SUBRECIPIENTS.**

24.1. **General.** If the Contractor is a subrecipient of federal awards as defined by the 2 CFR Part 200 and this Agreement, the Contractor shall:

- 24.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 24.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 24.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 24.1.4. Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- 24.1.5. Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200 and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- 24.1.6. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C D E, and G, and 28 CFR

Parts 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

- 24.2. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- 24.2.1. Submit to the Great Rivers contact person, listed on the first page of this Agreement, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - 24.2.2. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings", reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- 24.3. **Overpayments.** If it is determined by Great Rivers, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Agreement, Great Rivers may require the Contractor to reimburse Great Rivers in accordance with 2 CFR Part 200.

## 25. SURVIVABILITY.

The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to, the following Sections: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Subcontracting, Termination for Default, Termination Procedure, and Treatment of Property.

## 26. TERMINATION DUE TO CHANGE IN FUNDING, CONTRACT RENEGOTIATION OR SUSPENSION.

If the funds Great Rivers relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Agreement:

- 26.1. At Great Rivers' discretion, this Agreement may be renegotiated under the revised funding conditions.
- 26.2. At Great Rivers' discretion, Great Rivers may give notice to Contractor to suspend performance when Great Rivers determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
  - 26.2.1. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - 26.2.2. When Great Rivers determines that the funding insufficiency is

resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to Great Rivers informing Great Rivers whether it can resume performance and, if so, the date of resumption. For purposes of this sub-subsection, "written notice" may include email.

26.2.3. If the Contractor's proposed resumption date is not acceptable to Great Rivers and an acceptable date cannot be negotiated, Great Rivers may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Great Rivers shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

26.3. Great Rivers may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Great Rivers shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Great Rivers in the event the termination in this section is exercised.

## **27. TERMINATION FOR CONVENIENCE.**

Great Rivers CEO may terminate this Agreement in whole or in part for convenience by giving the Contractor at the least ninety (90) days calendar days' written notice addressed to the Contractor. The Contractor may terminate this Agreement for convenience by giving Great Rivers at least ninety (90) days calendar days' written notice addressed to the Great Rivers CEO.

## **28. TERMINATION FOR DEFAULT.**

28.1. Great Rivers CEO may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if Great Rivers has a reasonable basis to believe that the Contractor has:

28.1.1. Failed to meet or maintain any requirement for contracting with Great Rivers;

28.1.2. Failed to protect the health or safety of any Great Rivers client;

28.1.3. Failed to perform under any term or condition of this agreement, or any provision of this Agreement;

28.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; or

28.1.5. Otherwise breached any provision or condition of this Agreement.

28.2. Before Great Rivers CEO may terminate this Agreement for default, Great Rivers shall provide the Contractor with written notice of the Contractor's noncompliance with this Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, Great Rivers CEO may then terminate this Agreement. Great Rivers CEO may terminate this Agreement for default without such written

notice and without opportunity for correction if Great Rivers has a reasonable basis to believe that a client's health or safety is in jeopardy.

- 28.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to Great Rivers, if the Contractor has a reasonable basis to believe that Great Rivers has:
  - 28.3.1. Failed to meet or maintain any requirement for contracting with the Contractor;
  - 28.3.2. Failed to perform under any provision of this Agreement;
  - 28.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; or
  - 28.3.4. Otherwise breached any provision or condition of this Agreement.
- 28.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide Great Rivers with written notice of Great Rivers' noncompliance with the agreement and provide Great Rivers a reasonable opportunity to correct Great Rivers' noncompliance. If Great Rivers does not correct Great Rivers' noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the agreement.

## **29. EXPIRATION PROCEDURE.**

The following provisions apply in the event this Agreement is terminated or expires:

- 29.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions including those contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- 29.2. The Contractor shall promptly deliver to Great Rivers business office, all Great Rivers assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return Great Rivers' property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of Great Rivers that is in the possession of the Contractor pending return to Great Rivers.
- 29.3. Great Rivers shall be liable for and shall pay for only those services authorized and provided through the effective date of termination or expiration. Great Rivers may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by Great Rivers.
- 29.4. If Great Rivers terminates this Agreement for default, Great Rivers may withhold a sum from the final payment to the Contractor that Great Rivers determines is necessary to protect Great Rivers against loss or additional liability occasioned by the alleged default. Great Rivers shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this

Agreement except as to the limitations set forth in "Lawsuits" Section of this Agreement.

- 29.5. If the Contractor at any time decides it shall no longer be a service provider within Great Rivers mental health system for any reason, the Contractor must provide the Great Rivers contact person, or successor, listed on the first page of this Agreement with written notice at least ninety (90) calendar days prior to the effective date of termination and work with Great Rivers to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to BHO clients. The transition plan shall address all issues leading to the transition of the agency function to Great Rivers such as the payment and encounter reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.

### **30. TREATMENT OF CLIENT PROPERTY.**

- 30.1. Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property, except when the client's property is held in evidence or when access to the property could endanger public safety..
- 30.2. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs.
- 30.3. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's Authorized Representative all of the client's personal property.
- 30.4. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of lawful or unlawful weapons and drugs).

### **31. TREATMENT OF PROPERTY.**

Title to all property purchased or furnished by Great Rivers for use by the Contractor during this Contract term shall remain with Great Rivers. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by Great Rivers under this Contract shall pass to and vest in Great Rivers. The Contractor shall protect and maintain all Great Rivers property in its possession against loss or damage and shall return Great Rivers' property to Great Rivers upon Contract termination or expiration.

### **32. WAIVER.**

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, "Amendment". Only the Great Rivers Governing Board or designee has the authority to waive any term or condition of this Agreement on behalf of Great Rivers.

## **SPECIFIC TERMS AND CONDITIONS**

### **1. PURPOSE OF AGREEMENT**

The purpose of this agreement is to arrange for Contractor to implement a Mental Health Diversion Program (MHDP) with community partners, including the courts, Great Rivers, prosecuting attorneys, and behavioral health providers to provide services to Participants. The Program will provide an alternative to incarceration by allowing prosecutors to use their discretion to dismiss a Qualifying Charge without prejudice if the issue of competency is raised and the Participant undergoes a mental health, substance abuse, or developmental disability assessment to determine his or her appropriate service needs and agrees to participate in a program to address those needs. The intent of the Program is to divert defendants charged with Qualifying Crimes away from incarceration and hospitalization and into needed behavioral health treatment which will be delivered in the community setting, whenever possible.

Contractor's Program shall promote recovery and improve individual outcomes for who have been charged with Qualifying Crimes and shall reduce time spent in jail and in the State Hospitals by persons with mental illnesses. The Program shall promote system collaboration by allowing participating communities to partner with providers, prosecutors, jails, and defense counsel in building and supporting an innovative program tailored to their population needs.

Period of Performance – This Agreement is in effect from **April 15, 2016 through June 30, 2017**. Contractor understands that continued funding for the Program described in this Contract may not be available following the expiration of this Contract. Notwithstanding any expiration of this Contract or decision to discontinue the Program, Contractor shall, for Participants referred to Contractor prior to the expiration of the Contract, arrange for those Participants to complete all required services.

### **2. DEFINITIONS**

- 2.1. **Diversion Program or Program** means the activities carried out by the Contractor to coordinate the functions of a group of community partners to permit the identification and support of Participants to receive an assessment and services in lieu of prosecution of charges.
- 2.2. **Participant** shall refer to an individual who had a Qualifying Charge dismissed without prejudice and has been referred to the Program.
- 2.3. **Qualifying Charge** shall refer to a current misdemeanor or non-violent felony charge with respect to an individual for whom the issue of competency has been raised and who has neither a current charge nor a prior conviction for (1) a violent offense or sex offense as defined in RCW 9.94A.030 or (2) a violation of RCW 9A.36.031 (a) (d), (f) or (h).

### **3. STATEMENT OF WORK**

- 3.1. The Contractor provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth on Exhibit C to this Contract, which is attached hereto and incorporated herein.

### **4. PAYMENT**

- 4.1. 5177 Diversion Program Services funds will be paid in the amount outlined in Exhibit A., Payment and Budget Provisions.

- 4.2. During the term of this Contract, payments are made on or about the fifteenth (15th) day of each month following the month of service. The Contractor shall be responsible to provide all behavioral health services through the end of the month for which they are legally obligated by this agreement.
  - 4.2.1. Each payment shall be reduced by the amount paid by Great Rivers on behalf of the Contractor for unpaid assessments, penalties, damages, and other payments pending a dispute resolution process. If the dispute is still pending at the end of this Agreement, Great Rivers shall withhold the amount in question from the final payment until the dispute is resolved.
  - 4.2.2. Great Rivers will withhold fifty percent (50%) of the final payment under this Agreement until all final reports and data are received and accepted by Great Rivers, and until all pending corrective actions, penalties, or unpaid assessments are satisfied.
- 4.3. Contractor must pursue and report all Third Party Revenue related to services provided under this Agreement.
- 4.4. Great Rivers must not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Great Rivers will not pay for any services provided prior to the start date of this Agreement.

## **5. USE OF CONTRACT FUNDS.**

Program Funding provided under this Contract is for a limited period of time. Contractor is expected to use funding efficiently and to track outcomes in order to evaluate whether investment in the Program is having the intended impact. In order to make the Program as cost effective as possible, to the extent that another source of reimbursement is available for a cost associated with the Program, Contractor shall use reasonable efforts to utilize such source before utilizing Program Funds. Funds should be used for treatment related activities only after other reimbursement sources have been exhausted. Contract funds made available to Contractor during the term of this Contract or that remain at the expiration of this Contract must be used exclusively for the implementation of the Program activities including payment for services provided to Participants.

## **6. BACKGROUND CHECKS (RCW 43.43.832, WAC 388-877 AND 388-877B)**

- 6.1. Background Checks (RCW 43.43.832, WAC 388-877 and 388-877B). The Contractor must ensure a criminal background check is conducted on all staff members; case managers, outreach staff members, etc.; and volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- 6.2. Background checks shall be done
  - 6.2.1. At the time of the initial employment decisions. (RCW 43.43.834(5)).
  - 6.2.2. When an employer knows or has reason to believe that a disqualifying conviction or finding occurred after completion of the most recent background check. (RCW 43.43.832(8)(d)).

## **7. PROGRAM DESIGN AND IMPLEMENTATION**

Contractor and its community partners shall be responsible for the design and implementation of the Program. Contractor shall be responsible for securing appropriate releases, consents and court orders as needed to carry out the activities comprising the Program in a manner that complies with all applicable laws including, but not limited to, laws and regulations governing the disclosure of personal health information.

**8. PROGRAM ACTIVITIES UPON EXPIRATION OF CONTRACT.**

Contractor understands that continued DSHS funding for the Program described in this Contract may not be available following the expiration of this Contract. Contractor shall consider this fact, and the availability of other funding sources, in determining whether it and its community partners shall continue to operate the Program following the expiration of this Contract. Notwithstanding any expiration of this Contract or decision to discontinue the Program, Contractor shall, for Participants referred to Contractor prior to the expiration of the Contract, arrange for those Participants to complete all required services.

**ALL OTHER TERMS AND CONDITIONS** of the original contract and any subsequent amendments thereto remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature in execution thereof.

## EXHIBIT A – PAYMENT PROVISIONS

1. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$73,850.00, which shall be payable upon completion of the payment milestones and in accordance with the amounts, deliverables, and dates as set forth in Exhibit D, which is attached hereto and incorporated herein.
2. Payment shall be based on invoices approved by Great Rivers and shall be contingent upon timely receipt and acceptance of all financial and program reports required pursuant to this contract. Invoices should be received by Great Rivers no later than the tenth (10<sup>th</sup>) of the month. Payment shall be made on or about the 15<sup>th</sup> of the month following the month of service if required documentation is submitted in a timely manner.
3. Great Rivers shall not be responsible for any financial loss incurred by the Contractor or its subcontractors as a result of performance of services outlined in the Contract.
4. Great Rivers expressly reserves the right to withhold payment in whole or in part when:
  - a. The Contractor fails to submit documentation as required by the contract necessary to substantiate claims for payments earned; or
  - b. Claims for payments are inconsistent with the terms and conditions of the contract; or
  - c. The required reports have not been submitted in a timely fashion.

## EXHIBIT B – DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access Great Rivers Confidential Information.
  - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
  
2. **Data Transport.** When transporting Great Rivers Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
  
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For Great Rivers Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by Great Rivers on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access Great Rivers 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 Great Rivers on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, Great Rivers Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically secure the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
  - (e) Using check-in/check-out procedures when they are shared, and
  - (f) Taking frequent inventories
- (2) When being transported outside of a Secured Area, portable devices and media with Great Rivers Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
  - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
  - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

**h. Data stored for backup purposes.**

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

**4. Data Segregation.**

- a. Great Rivers Data must be segregated or otherwise distinguishable from non-Great Rivers data. This is to ensure that when no longer needed by the Contractor, all Great Rivers Data can be identified for return or destruction. It also aids in determining whether Great Rivers Data has or may have been compromised in the

event of a security breach. As such, one or more of the following methods will be used for data segregation.

- b. Great Rivers Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-Great Rivers data. And/or,
- c. Great Rivers Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Great Rivers Data. And/or,
- d. Great Rivers Data will be stored in a database which will contain no non-Great Rivers data. And/or,
- e. Great Rivers Data will be stored within a database and will be distinguishable from non-Great Rivers data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, Great Rivers Data will be physically segregated from non-Great Rivers data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate Great Rivers Data from non-Great Rivers data, then both the Great Rivers Data and the non-Great Rivers data with which it is commingled must be protected as described in this exhibit.

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration

Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

## EXHIBIT C – STATEMENT OF WORK

### 1. Scope of Work

Contractor shall carry out a Diversion Program within the Contractor's Service Area which shall use its best efforts to serve twenty-five (25) participants during the term of this Contract. Contractor shall design and carry out the Program in conjunction with Key stakeholders identified by Contractor who will include the court administrator, prosecutor, public defender, pre-trial services, Great Rivers, mental health and substance use disorder providers, and jail mental health staff. Contractor shall develop procedures that are satisfactory to legal and behavioral service stakeholders and shall conduct training and education activities relative to the Program with stakeholders. Key stakeholders will meet monthly (initially) for oversight of the model, identify process improvements, review data related to profiles of participants and their needs (identified via assessment), and identify and address barriers and gaps in the service delivery system.

### 2. Overview

The goal of the MHDP is to improve outcomes for individuals whose misdemeanor criminal acts are clearly attributable to untreated mental illness or co-occurring disorders and connect them to treatment and support services rather than punishment, thereby reducing the burden on the criminal justice system. The MHDP utilizes a Diversion Team model made up from representatives from the Jail, Behavioral Health, Prosecutors Office, and other social services providers as necessary. The Diversion Team meets regularly to monitor client progress towards goals, and modify plans if needed. MHDP will employ a full time intensive case manager/program coordinator who will coordinate monthly Diversion Team meetings, act as liaison between the court and service providers, and provide intensive case management for program participants. MHDP will also support a half time Mental Health Specialist who will conduct assessments, prepare case to be presented to Prosecutor, and develop care plans. Finally, the program will support a half time deputy Prosecutor who will address the matters in District Court, file necessary petitions in Superior Court to commit to treatment (i.e. inpatient, outpatient, involuntary), participate in in-court reviews of petitions filed, and file other necessary matters to ensure compliance.

The MHDP pilot is a scalable Prosecutorial diversion model for small rural counties in Washington State. The MHDP estimates a 1 to 25 staff to client ratio and a half time jail-based Mental Health Professional to assist with assessment, plan development, and data collection. As client caseload increases, we would recommend a proportionate increase in staffing levels to ensure quality. Additional costs related to transportation to crisis providers and for treatment costs for clients outside the traditional mental health care (Medicaid) system are also scalable, but need to be considered.

MHDP is a cost savings program. According to Pacific County Jail Administrator, Pat Matlock, the average cost to house an inmate with mental illness in Pacific County is \$130 per day. Pacific County Prosecutor Mark McClain estimates the stay for clients with mental illness who require restoration is much longer than average, or approximately 6 months (versus 30 days average stay). This delay is caused by a variety of factors including time spent waiting for evaluations and inpatient beds, and other factors related to client stabilization. Matlock further reports that individuals often incur additional charges while in custody due to their mental illness. Given these factors and assuming a six month average stay, the estimated costs to house 25 individuals with mental illness is just under \$585,000 per year. At \$127,941 the MHDP is a fraction of the cost of incarceration.

Additional community resources will be leveraged to support the MHDP. The Pacific County Human Services Housing Committee in partnership with our primary housing provider, Coastal Community Action Program (CCAP), is currently working to develop permanent supportive

housing options in collaboration with Willapa Behavioral Health. In early 2016, CCAP received funding through the 0.1% Mental Health Tax to provide four units of long term supportive housing for individuals with mental illness who are also involved in criminal justice system. An additional 18 long term supportive housing units may become available through a HUD grant that the county expects to receive spring 2016. We will explore additional partnerships with employment and training providers such as Division of Vocational Rehab and Grays Harbor College to further strengthen supports for participants of the MHDP. Finally, as a BJA Justice Mental Health Collaboration grant recipient, we have already garnered buy-in and are actively building capacity to implement additional programs and facilitate systems change within the Criminal Justice/Behavioral Health systems that will further enhance the MHDP.

MHDP will provide a mechanism to help individuals exit jail much faster (by dismissing charges in lieu of AOT). The program will develop policies/procedures and training for jail staff to identify potentially eligible individuals upon intake at the jail. MHDP will support coordination efforts between the prosecutor, behavioral health provider, and the court to divert misdemeanor offenders into AOT. It will also provide additional capacity for jail based mental health specialist who will assess individuals and make recommendation for diversion.

MHDP will provide an intensive case manager who will be assigned to assist clients navigate intercept points between agencies (i.e. case manager is assigned and begins working with client to ensure adherence to the program immediately upon exit from the jail). The MHDP will also facilitate the development of needed partnerships to provide wrap around services to individuals to ensure long term stabilization.

### **3. Funding Plans**

The MHDP will leverage state and federal dollars to provide treatment support for clients through the BHO funded system; and by accessing local funds (0.1% Sales Tax, Millage, etc.) for clients not eligible through the BHO system. In addition, program participants will be connected to other available social service programs/resources like housing and job training that will be provided by community partners. MHDP is designed to use RCW 71.05.150 to deliver involuntary outpatient treatment to misdemeanor offenders who appear to be suffering from a mental illness as follows

### **4. Program Services**

- a. Diversion to Program. Diversion and referral would take place after authorization by the Pacific County Prosecuting Attorney's Office (PAO) via the Regional Mental Health Court. Referrals may occur prior to filing, after arraignment, or when competency is raised. Length of participation will be based on the individual's stability and engagement level with the treatment plan, and pending exits from the program will be reviewed by the stakeholder group. Individual will be referred for intake evaluation, identification of needs, and creation of community based support plan (CBSP). The CBSP will be monitored by the Diversion Team and will provide the court with compliance updates on a regular basis. If an individual in AOT begins to decompensate, a new ITA investigation may be initiated to determine if involuntary psychiatric inpatient is appropriate.
- b. Referrals. Referrals may occur through the following:
  - i. **Option One: Diversion initiated by law enforcement.** If individual with known mental health issues makes contact with law enforcement for a misdemeanor crime, then DMHP is contacted for an evaluation and transports to hospital. If individual meets criteria

for detention the DMHP may file a petition for initial detention or evaluation and start process for Assisted Outpatient Treatment (AOT).

- ii. **Option Two: Diversion initiated at Jail.** If an Individual is arrested for misdemeanor crime and transported to Jail, a screening is conducted by jail staff. If determined to meet criteria is referred to the Mental Health Professional (MHP) for assessment. The assessment will evaluate if the criminal behavior has resulted from a specific underlying mental health problem and will recommend to PAO that an ITA investigation be completed. If Prosecutor agrees with MHP, charges will be dismissed without prejudice, and the individual will be immediately referred to a DMHP for an ITA investigation, and if results indicate AOT, petition for AOT will be submitted to Superior Court for approval.
- c. Program Services for Participants. Treatment staff will engage in non-traditional outreach and engagement efforts, to include motivational interviewing, use of flexible funds, rapid access to respite services for those individuals experiencing homelessness, and advocacy in legal matters as authorized by law. In addition to care management, the program will utilize medication management and monitoring, intensive supports and linkages to needed services and resources, day support, and peer support services. The program will work with each individual throughout treatment in the project and until the individual has been linked and engaged fully with his/her ongoing behavioral health provider. Services will be provided through collaboration with community-based providers to ensure the continuum of care. Individuals eligible for entitlements would be assisted in obtaining the necessary documentation to secure entitlements and other publicly funded benefits.
- d. Program Exit. Clients will exit the program upon successful completion of CBSP and experiencing no charges or legal involvement for an agreed upon period of time. If after all reasonable supports have been exhausted, and the client is unsuccessful in adhering to the plan, client will be referred back to the court for prosecution on original charges.
- e. Length of Participation. We estimate the average length of engagement in the MHDP will be 8-18 months per client. Based on data provided by the Prosecutor's Office, we project up to 25 clients per year will participate in the MHDP. Of these we assume 10%, or about two individuals, will be clients who would not be eligible for traditionally funded Medicaid treatment services (either due to income or access to care standards). We estimate treatment costs for these clients to average \$17,000 per client per year or about \$34,000 total. The MHDP will support these individuals who are outside the regular mental health treatment system, by pursuing a variety of public and private resources including the 0.1% Mental Health Funds, County Millage Funds, and by negotiating with providers for reduced rates.

## **5. Outcome Goals for Program Participants**

- Reduction of arrests/convictions while in the Program,
- Reduction in competency evaluation referrals
- Successful completion of all Pre-Trial Services and diversion requirements,
- Successful completion of treatment,
- Housing stability, and
- No recidivism (defined as conviction) within twelve (12) months post Program.

## **6. Tracking and Reporting.**

Both program and process outcomes will be tracked to monitor effectiveness of the MHDP, to assess whether goals have been met, to gauge the success of the program, and to evaluate whether investments are having the intended impact. Data will be collected by MHDP Coordinator and Jail Mental Health Specialist and reviewed by the Diversion Team to determine systems effectiveness for individuals in the program, improve quality of the program services, and ultimately determine the fiscal return on investment of the MHDP.

Participation will be measured by count of program participants who enter the MHDP.

Engagement/Retention- will be counted by number of participants who are actively engaged in their Community Based Support Plan at 6, 12 and 18 months.

Completion will be measured by number of participants who successfully adhere to Community Based Support Plan and complete program.

Recidivism will be tracked bi-annually to compare recidivism rates between MHDP client's vs those not in the program.

## EXHIBIT D – PERFORMANCE PAYMENT SCHEDULE

<b>Great Rivers BHO for Pacific County Diversion Program Performance Based Outputs and Payment Schedule</b>			
#	Time Period (Invoice Date is last day of Period)	Outputs	Payment
1	SFY 16- 4th Quarter (April 1, 2016-June 30, 2016)	<ul style="list-style-type: none"> <li>• Establish Deputy Prosecutor Position</li> <li>• Create and adopt MHDP policies/procedures (Prosecutors Office)</li> <li>• Create and adopt MHDP policies/procedures (Jail)</li> <li>• Draft participant handbook</li> <li>• Monthly planning team meeting Outreach meetings with Superior and Municipal Courts</li> </ul>	\$ 13,933
2	1st Quarter (July-Sept 2016)	<ul style="list-style-type: none"> <li>• Finalize participant handbook</li> <li>• Monthly team meeting</li> <li>• Jail staff training</li> </ul>	\$ 14,979
3	2nd Quarter (Oct-Dec 2016)	<ul style="list-style-type: none"> <li>• Monthly Team meetings</li> <li>• CIT Training</li> </ul>	\$ 14,979
4	3rd Quarter (Jan-March 2017)	<ul style="list-style-type: none"> <li>• Create and adopt field policies/procedures</li> <li>• Conduct field officer trainings</li> <li>• Monthly team meetings</li> </ul>	\$ 14,979
5	4th Quarter (April-June 2017)	<ul style="list-style-type: none"> <li>• Implement MHDP in field</li> <li>• Monthly team meeting</li> </ul>	\$ 14,980



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

OCT 28 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

AGENDA REQUEST FORM

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

REQUESTED MEETING DATE:

11/8/2016

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: \_\_\_\_\_

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor DIVISION (if applicable):

OFFICIAL NAME & TITLE: Joyce Kidd Auditor PHONE / EXT: x3313

SIGNATURE:  DATE: 10/27/2016

NARRATIVE OF REQUEST

Please adjust request approved 12/08/2015 for employee's FMLA to intermittent FMLA, and extend the use of donated time until the expiration of the FMLA effective 12/08/2016.

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

Approve request to amend approved FMLA to intermittent FMLA and extend use of Leave Credit Transfers to December 8, 2016



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

RECEIVED  
 PACIFIC COUNTY

OCT 28 2016

8

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

REQUESTED MEETING DATE:  
 11/08/2016

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

AGENDA REQUEST FORM

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

Agenda Item #: 14

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Joyce Kidd Auditor	PHONE / EXT: 3313
SIGNATURE: <i>Rachel Satrial</i>	DATE: 10/28/2016
NARRATIVE OF REQUEST Request permission to purchase server for Eden, Andy has recommended this server be replaced immediately. I have a quote for \$6,619.32 for the server, \$2,300 for the software and I am still waiting on the quote for migration from Eden. But Andy has gotten a good deal on the server and the sale only lasts until 11/12, he indicated it would save \$2,000 to purchase on this sale. I will ask for the migration costs as soon as I receive them.  The purchase of this server will require a supplement I would ask to pay 50% out of 522 and 50% out of current expense.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve purchase of server and software for Eden from state bid in the amount of \$8,919.32 including sales tax, subject to adequate budget appropriations and acknowledge that a supplement will be required	





# Quote 3000001115882.1

## COUNTY OF PACIFIC

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Nick Kruger	<b>Quote Date</b> 10/13/2016	<b>Company Name</b> COUNTY OF PACIFIC
<b>Salesperson Email</b> Nick_Kruger@Dell.com	<b>Quote Validity</b> 10/14/2016	<b>Customer Number</b> 7153115
<b>Salesperson Phone</b> 1(800) 456-3355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (360) 8759368
<b>Salesperson Extension</b> 5133393		<b>Address</b> 211 COMMERCIAL ST RAYMOND WA 98577-2429 US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R630	1	\$6,128.99	\$6,128.99
		<b>Subtotal:</b>	\$6,128.99
		<b>Taxable Amount:</b>	\$6,128.99
		<b>Non-Taxable Amount:</b>	\$0.00
		<b>Taxes</b>	\$490.33
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Total</b>	<b>\$6,619.32</b>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.



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:

November 8, 2016

### AGENDA REQUEST FORM

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

Agenda Item #: 15

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:

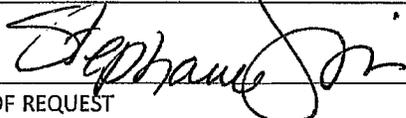
- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor    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

#### AGENDA ITEM REQUEST

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

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

OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy PHONE / EXT: 3340

SIGNATURE:  DATE: November 2, 2016

NARRATIVE OF REQUEST

Request approval and signature for a GIS services contract with Melissa Liebert to a maximum of \$22,000.00. The contract accompanies this request and has been approved by the Prosecutor's Office.

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

Approve E911 GIS Professional Services Agreement with Melissa Liebert, dba Liebert's Guide Service in an amount not to exceed \$22,000, subject to adequate budget appropriations

Name of Contractor: Liebert's Guide Services

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):  
E911 GIS PROFESSIONAL SERVICES AGREEMENT

**W-9 Attached** for all vendors/contractors (County issuing payment to)     **Certificate of Insurance Attached** (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, 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: \_\_\_\_\_ Professional Services - GIS

**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     Post, Advertise, & Fill Position  
 Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**  
PACCOM issued a RFP and responses were unsatisfactory, ranging from \$48,000 - \$170,000 for 911 related GIS Services. Melissa Liebert is a GIS professional with Wahkiakum Co, and a leader on the WA State 911 GIS Subcommittee. She is very qualified and provided advice on the RFP effort. After seeing the responses, Ms. Liebert offered to work independently on a professional services contract and has stated that she can complete all the work describe/required within the RFP on an hourly basis to a maximum of \$20,000.00. Requesting approval and signature with W9 original to be supplied with.

TOTAL COST/AMOUNT (include sales & use tax): \$20,000.00    TOTAL TAX: \$1,600.00

TOTAL SHIPPING/HANDLING: NA    EXPENDITURE FUND #: 160,XXX.XXX.XX.XX

EXPENDITURE BUDGETED?     Yes     No    SUPPLEMENTAL REQUIRED?     Yes     No

IN-KIND MATCH REQUIRED?     Yes     No    DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?     Yes     No    AMOUNT OF MATCHING FUNDS:

## E911 GIS PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between **Pacific County (Pacific County Communications)**, hereinafter "**Client**", with its principal place of operation located at 300 Memorial Drive (P.O. Box 27) South Bend, WA. 98586 and **Melissa Liebert, dba Liebert 's Guide Service, 87722 Lewis & Clark Rd, Astoria, OR 97103** hereinafter; **Pacific County E911 GIS Consultant**, or "**Consultant**".

1. **Services to be Performed**  
**Consultant** agrees to perform the services described in Appendix A, which is attached hereto and by this reference made part of this agreement.
2. **Payment**  
In consideration for the services to be performed by the **Consultant** as described in Appendix A, **Client** agrees to pay the **Consultant** as negotiated, an hourly rate of \$30.00 with a maximum total payment of \$22,000.00, including sales tax.
3. **Terms of Payment**  
Amount negotiated will be payable monthly with payment to be issued within 30 days upon receipt of monthly invoice.
4. **Division of Labor**  
The **Consultant** will act as the primary point of contact for the **Client**. With prior written approval by the **Client**, the **Consultant** may sub-contract assistance on any specific task as needed. Any sub-contract will be at the **Consultant's** expense. The **Client** will not be liable for any costs or expenses incurred due to the sub-contract.
5. **Expenses/Travel**  
The **Consultant** shall be responsible for any necessary travel expenses incurred while performing services under this Agreement. These expenses will not include travel expenses for attendance at any WA State E911 Advisory or Subcommittee meeting that are currently paid for by the State of Washington. Any travel for which reimbursement is expected shall have prior written approval by the **Client**.
6. **Materials**  
The **Consultant** will furnish all supplies used to provide the services required by this Agreement at no cost to **Client**.
7. **Equipment and Software**  
**Client** shall provide **Consultant** data necessary to perform services. A detailed inventory form of any equipment assigned will be on record with the **Client** and amended as necessary. All equipment and/or software provided to the **Consultant** by the **Client** will be returned to the **Client** within 30 days of termination of the Agreement.
8. **Public Disclosure**  
This Agreement and all public records associated with this Agreement shall be available from the **Consultant** for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the **Consultant** are needed for the **Client** to respond to a request under the Act, as determined by the **Client**, the **Consultant** agrees to make them promptly available to the **Client**. If the **Consultant** considers any portion of any record provided to the **Client**

under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the **Consultant** shall clearly identify any specific information that it claims to be confidential or proprietary. If the **Client** receives a request under the Act to inspect or copy the information so identified by the **Consultant** and the **Client** determines that release of the information is required by the Act or otherwise appropriate, the **Client's** sole obligations shall be to notify the **Consultant** (a) of the request and (b) of the date that such information will be released to the requester unless the **Consultant** obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the **Consultant** fails to timely obtain a court order enjoining disclosure, the **Client** will release the requested information on the date specified. The **Client** has, and by this section assumes, no obligation on behalf of the **Consultant** to claim any exemption from disclosure under the Act. The **Client** shall not be liable to the **Consultant** for releasing records not clearly identified by the **Consultant** as confidential or proprietary. The **Client** shall not be liable to the **Consultant** for any records that the **Client** releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

A member of the public could request public records from the **Consultant** directly. The **Consultant** agrees to notify **Client** within one (1) business day of any request for public records that include those supplied by **Client**, including the name of the requestor and the documents sought, to allow the **Client** to facilitate the prompt review and supply of the documents.

All Public Records prepared, owned, used or retained in conjunction with this Contract shall be subject to retention in accordance with the Local Government Common Records Retention Schedule (CORE) as published by the WA State Office of the Secretary of State/WA State Archives.

The **Consultant** agrees to indemnify and hold harmless the **Client** from any third-party claims concerning public document requests and fulfillment that arise from **Consultant's** reckless or negligent release or nonrelease of records.

9. Term of Agreement

This Agreement will become effective when signed by both parties and will terminate when a party to the Agreement terminates this Agreement as provided below, or on December 31, 2017.

10. Termination for Cause/Suspension

In the event that the **Client** determines that the **Consultant** failed to comply with any term or condition of this Agreement, the **Client** may terminate the Agreement in whole or in part upon written notice to the **Client**. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the **Client** upon written notice may allow the **Consultant** a specific period of time in which to correct the non-compliance. During the corrective-action time period, the **Client** may suspend further payment to the **Consultant** in whole or in part, or may restrict the **Consultant's** right to perform duties under this Agreement. Failure by the **Consultant** to take timely corrective action shall allow the **Client** to terminate the Agreement upon written notice to the **Consultant**.

“Termination for Cause” shall be deemed a “Termination for Convenience” when the **Client** determines that the **Consultant** did not fail to comply with the terms of the Agreement when the **Client** determines the failure was not caused by the **Consultant’s** actions or negligence.

If the Agreement is terminated for cause, the **Consultant** shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

11. Termination for Convenience

Either Party may terminate this Agreement for Convenience upon thirty (30) business days’ written notice to the other party, the calculation of such period beginning on the second day after mailing. If this Agreement is terminated for convenience, the **Client** shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

12. Independent GIS **Consultant**

The **Consultant** agrees that it is acting as an independent contractor, and not as an employee of the **Client**. As such, the **Client** will not provide any compensation or benefits beyond the compensation described immediately hereinabove. The **Consultant** hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the **Consultant** is an employee of the **Client**.

The **Consultant** also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the **Client** pursuant to this Agreement.

- The **Consultant** has the sole authority to control and direct the means, manner and method by which the services required by the Agreement will be performed.
- **Client** agrees that the **Consultant** shall perform the services required by this Agreement, except that with prior written approval by the **Client** the **Consultant** may sub-contract at her own expense.
- At **Client's** discretion, **Client's** employees may assist the **Consultant** with matters requiring data collection or other local coordination or assistance.
- The **Consultant** is ineligible to participate in any employee pension, health, vacation pay, sick pay or any other fringe benefit plan offered by **Client** to **Client's** employees.

13. Confidentiality

All records will be confidential and will not be viewed by, or released to anyone other than the **Consultant** without the expressed permission of the **Client**.

14. Local, State and Federal Taxes

The **Consultant** and any sub-contractor shall pay all use tax, sales tax, income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. **Client** will not:

- Withhold FICA from **Consultant's** payments or make FICA payments on **Consultant's** behalf.
- Withhold state or federal income tax from **Consultant's** payments.
- Make any unemployment compensation contributions on **Consultant's** behalf.

15. Notices

All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- **Pacific County E911 GIS Consultant:**

Melissa Liebert  
87722 Lewis & Clark Rd  
Astoria, OR, 97103  
melissa.liebert@gmail.com

- **Client:**

Pacific County Communications  
300 Memorial Avenue/P O Box 27  
South Bend, WA 98586  
Attn: Tim Martindale  
Work: 360-875-9340  
Email: [tmartindale@co.pacific.wa.us](mailto:tmartindale@co.pacific.wa.us)

Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated above, or when sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

16. Indemnification/Hold Harmless

To the fullest extent permitted by law, the **Consultant** agrees to indemnify, defend and hold the **Client** and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the **Consultant**, its employees, agents or volunteers or **Consultant's** sub-contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the **Consultant's** or its sub-contractors use of, presence upon or proximity to the property of the **Client**. This indemnification obligation of the **Consultant** shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the **Client**. This indemnification obligation of the **Consultant** shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the **Consultant** hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the **Consultant** are a material inducement to **Client** to enter into the Agreement, are reflected in the **Consultant's** compensation, and have been mutually negotiated by the parties.

Survival of **Consultant's** Indemnity Obligations. The **Consultant** agrees all **Consultant's** indemnity obligations shall survive the completion, expiration or termination of this Agreement.

17. Attorney's Fees

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

18. Disputes

Differences between the **Consultant** and the **Client**, arising under and by virtue of this Agreement, shall be brought to the attention of the **Client** at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due **Consultant** shall be decided by the **Client's** representative or designee. All rulings, orders, instructions and decisions of the **Client's** representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

19. Choice of Law, Jurisdiction and Venue

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

20. Severability

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should the **Client** determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the **Client** may, in its sole discretion, terminate this Agreement.

21. Insurance

Without limiting the **Consultant's** indemnification of **Client**, and prior to commencement of this Agreement, **Consultant** shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the **Client**.

A) General Liability Insurance. **Consultant** shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket Agreement Dual liability.

- B) Workers' Compensation Insurance. **Consultant** shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- C) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against **Client**, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow **Consultant** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **Consultant** hereby waives its own right of recovery against **Client**, and shall require similar written express waivers and insurance clauses from each of its sub-contractors. The **Consultant** must name the **Client** as an additional insured. The **Consultant** agrees that its liability insurance shall be primary and non-contributory to the **Client's** and that **Consultant's** liability insurance policy shall so state.
- D) Professional Liability (Errors & Omissions) Insurance. **Consultant** shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract .

22. Assignment and Delegation

Neither the **Consultant** nor **Client** may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

23. Exclusive Agreement

This document, including Appendix A, is the entire Agreement between the individual **Consultant** and **Client**. **There shall be no modification unless it is in writing and approved by both parties.**

Pacific County E911 GIS Consultant

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Melissa Liebert                      Date

\_\_\_\_\_  
Frank Wolfe, Chairman

ATTEST:

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

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

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

# PROFESSIONAL SERVICES AGREEMENT

## APPENDIX A

Title: Pacific County E911 GIS **Consultant (Consultant)**  
Reports To: Tim Martindale  
Reporting Mechanism: Detailed billing outlining services provided will be submitted monthly.

### Primary Responsibilities:

1. Maintains excellent communication with Pacific County Communications Director and other involved parties such as Pacific County Department of Public Works. The **Consultant** must keep users aware of events affecting the system and policies concerning its use. To accomplish this, the **Consultant** must demonstrate effective verbal and written communications skills in order to issue written memos, send electronic memos, hold meetings with users, provide training and make presentations to various groups as necessary. Additionally, the **Consultant** must be willing to be accessible to Pacific County E911 Director at all times in order to fix problems of an emergent nature that may occur at any hour of the day or night.
2. The **Consultant** will provide professional services to Pacific County Communications to:  
1) Identify the presence or absence of the Washington State required, recommended and optional GIS data layers, 2) identify the mandatory data fields in each layer, 3) identify the conditional data fields in each layer, 4) identify the optional data fields in each layer, 5) identify the gaps and overlaps in each polygon layer, 6) develop a task list to bring existing data up to the Washington State recommendations, 7) develop a Washington State NG911 compliant data layer, 9) identify possible training needs for the creation and maintenance of GIS layers and 10) identify possible assistance the county may need in the creation and maintenance of this data. Further, the updated street centerline and address point files must be completed by February 13, 2017 with a 98% match rate. The **Consultant** will provide final data in standard GIS (ESRI) format and assist with conversion to a format compatible with Spillman CAD mapping through the Spillman Geo-Validation process.
3. Pacific County prefers a phased approach to the project. While the exact steps that comprise each phase are subject to discussion between the **Consultant** and Pacific County Communications, the phases will consist of the following:
  - Data Assessment
  - Data Creation, upgrading and clean-up
  - GIS Data Maintenance
4. Data Assessment  
The **Consultant** will perform an assessment of the county's existing GIS data for NG911 and compliance with the Washington State NG911 Data Model Standard, i.e. perform GAP Analysis and Road Centerline to MSAG match rate, thereby identifying needed work and elements of data.
  1. Data Assessment to include as a minimum:
    - (i) Assess the GIS layers for general data standardization between each of the respective layers

- (ii) Review the GIS data layers for data standardization compatibility with published Washington Standards for NG9-1-1 GIS data model standards
- (iii) Assess the data attribution quality for Street Centerline layer, Address Points Layer, Emergency Service Zone Boundary Layers
- (iv) Assess the MSAG and ALI databases
- (v) Prepare data assessment report
- (vi) Develop data enhancement plan

#### 5. Data Creation/Enhancement

The **Consultant** must be trained in ESRI GIS mapping software at his/her own expense in order to proficiently coordinate with Pacific County GIS personnel to upload mapping updates into the software systems. The **Consultant** will create/upgrade/clean-up data, including street centerline, address point, and the Washington State required polygon data layers. The updated street centerline and address point files must be at 75% or better accuracy by December 30, 2016 in order to meet project requirements. Failure to maintain proficiency as demonstrated through coordination with Pacific County GIS is grounds for termination of the Agreement.

##### 1. Data enhancement to include at a minimum:

- (i) Enhance the data accuracy and completeness of the GIS and MSAG databases to be maintained by PACCOM
- (ii) Implement effective quality assurance and quality control procedures to ensure consistent and reliable database synchronization and verification.
- (iii) Process existing backlog of changes to GIS and MSAG databases
- (iv) Conduct field work if pre-approved by the PACCOM Project Manager
- (v) Perform synchronization of the GIS database layers, including street centerline and address point files, with the MSAG and the ALI databases.
- (vi) Correct and update the street centerline file, address point file, service boundary layers, and MSAG data to comply with Washington NG9-1-1 GIS standards
- (vii) Ensure that the data are compatible with and meets the requirements of the Spillman public safety software application
- (viii) Ensure that service boundaries are snapped to the road centerline file
- (ix) Coordination with the telephone company/database provider as necessary to synchronize MSAG/ALI/GIS databases, test data transfer solutions and update the ALI/MSAG databases
- (x) Complete the updated street centerline and address point files as soon as possible, but no later than February 13, 2017.
- (xi) When synchronization of ALI and MSAG is complete, **Consultant** must be able to show a validation of 98% or better accuracy when GIS database is compared to the corrected MSAG database. Pursuant to industry standards, the Consultant shall deliver a countywide MSAG and GIS address database that correctly matches a minimum 98% of the ALI database.

#### 6. Data Maintenance

The **Consultant** will act as a liaison with Pacific County MSAG Coordinator and GIS Department to keep the addressing system current. The **Consultant** must implement an effective written Workflow Plan in order to maintain data and process corrections. The **Consultant** may complete response plans and assist in keeping the Spillman data base current, working with other agencies as needed. The Workflow must be submitted to the

Pacific County Communications Operations Board for approval. Establishing an accepted workflow will identify duplicate data and data that are entered incorrectly or does not conform to standards.

#### 1. Delivery of Data and Maintenance Plan Options

- (i) On December 30, 2016, deliver 75% accurate MSAG and ALI synchronized GIS map layers to the E911 Office for review. Following that review, a decision will be made as to future deliveries of layers. ALI database datum will be supplied to the **Consultant** on a quarterly basis. The desired map data file format will be determined in consultation with the PACCOM, Spillman and the Pacific County Department of Public Works.
- (ii) February 13, 2017 deliver 98% accurate MSAG and 75% accurate ALI synchronized enhanced GIS layers and associated documentation and MSAG and ALI databases to the E911 Office for a final review at the conclusion of the project. Updated MSAG and ALI databases will be delivered noting all deletions, additions or modifications made.
- (iii) Complete the updated street centerline and address point files as soon as possible, but no later than February 13, 2017.
- (iv) Prepare a cost- and resource-appropriate integration and maintenance plan for PACCOM, outlining methodology using applicable NENA standards, to keep the GIS, MSAG, and ALI databases in synch, accurate and complete, as changes and updates occur.
- (v) Provide training, as appropriate
- (vi) The **Consultant** shall perform onsite training at the conclusion of the project as appropriate. Training material will include written procedures describing step by step methods for maintaining the GIS map layers and the MSAG.

#### 7. Final Delivery/Report

##### 1. Final Draft and Report

- (i) **Consultant** will develop and deliver a draft Final Project Report to the E911 Office for review and comments.
- (ii) The **Consultant** shall then correct any deficiencies in the report and resubmit the report.

8. Define Data Entry Standards

The **Consultant** will ensure that data follows the Washington State NG911 Data Model Standard. In order to use the full power of mapping and the Spillman Software, all users must enter data consistently. The **Consultant** will review WA State required data layers in order to identify problematic areas, and take appropriate steps to ensure development of Pacific County data to the Washington State NG911 Data Model Standard

9. Contact

The **Consultant** will act as the main contact point, not only with Pacific County Communications, but also with all outside groups, vendors, agencies, etc. for handling GIS-related inquiries, assistance requests, etc. during the term of the agreement.

10. Policies and Procedures

Although the GIS software is very powerful and flexible, there will always be additional features that some users would like to see added. Some requested changes are neither feasible nor advantageous to the majority of GIS users. In these situations, the **Client** may need to change their procedures. The **Consultant** will act as a liaison between user agencies when special requests have been made.

11. The **Consultant** will maintain familiarity with the Standard Operating Procedures and appropriate manuals that provide knowledge of Pacific County Communications Center operations and procedures as such applies to GIS data.

12. Authority

The **Consultant**, with approval of the Pacific County Communications Center Chief Deputy, will set policy and procedures for management of GIS data and applications.



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

REQUESTED MEETING DATE:  
11-8-16

### 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>16</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"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required	
<b>DISTRIBUTION LIST:</b>			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 110-25-16
<b>NARRATIVE OF REQUEST</b> <p>Attached for your consideration is a contract for services with Sound Municipal Consultants (Emily Terrell) to serve as our land use hearings examiner. Sound Municipal Consultants were the only respondents to our RFP. We feel fortunate to have the opportunity to work with Emily. She is an experienced planner, and serves as hearings examiner for several other jurisdictions. We have contracted with Emily recently while we were recruiting for this position. She conducted the hearing with the utmost of professionalism and prepared a thorough, well researched ruling. She is willing review and provide recommendations regarding our various land use and process ordinances. She will be a real asset as we move forward.</p>	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> <p>Move to approve Contract for Professional Services with Municipal Consultants for land use hearing examiner services.</p>	

Name of Contractor: Municipal Consultants

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

**W-9 Attached** for all vendors/contractors (County issuing payment to)     **Certificate of Insurance Attached** (if required)  
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 provide Tax ID #, Uniform Business Identification (UBI) #, 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: \_\_\_\_\_ Land Use Hearings Examiner

**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     Post, Advertise, & Fill Position  
 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

SUPPLEMENTAL REQUIRED?     Yes     No

IN-KIND MATCH REQUIRED?     Yes     No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?     Yes     No

AMOUNT OF MATCHING FUNDS:

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between Pacific County, Washington, a municipal corporation (“County”), and Sound Municipal Consultants, (“Consultant”) whose principal office is located at 906 Wood Avenue, Sumner, WA 98390. County and Consultant are at times referred to collectively herein as the (“Parties”).

WHEREAS, the County has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the County desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit “A” of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the County if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The County shall pay Consultant according to the rates set forth in Exhibit “B”.

The Consultant shall complete and return to the County Exhibit “C,” federal tax Form W-9, prior to or along with the first billing invoice. The County shall pay the Consultant for services rendered within ten (10) days after County Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing November 1, 2017 and ending October 31, 2018 with an option to renew annually at the County’s discretion, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the County, shall be the property of the County, whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the County agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Each of the Parties, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, agents and volunteers, while acting within the scope of their employment as such, from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorney's fees, arising out of or in any way resulting from, that Party's own acts, errors or omissions which may arise in connection with its performance under this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance

A. Without limiting Consultant's indemnification of County, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance as required by the State of Washington.

B. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's Risk Manager.

C. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

D. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant must name the County as an additional insured. The Consultant agrees that its liability insurance shall be primary and non-contributory to the County's and that the Consultant's liability insurance policy shall so state.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

E. Verification of Coverage. The Consultant shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

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

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

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the County during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the County giving to the Consultant thirty (30) days written notice of the County's intention to terminate the same. Failure to provide services or products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the County shall have the right to terminate this Agreement.

A. The County reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the County.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the County from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the County. Consultant has written consent to use Phil Olbrechts and its other subcontractors at the rates specified in this agreement to assist in the preparation and proofing of decisions. Phil Olbrechts may conduct hearings at the request and/or consent of the County.

13. Conflict of Interest. The Consultant represents to the County that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the County.

14. Confidentiality. All information regarding the County obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the County in the event that the sufficient fund are not appropriated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices.

Notices to Pacific County shall be sent to the following address:

County Clerk  
Pacific County  
300 Memorial Drive  
South Bend, Washington 98586

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

Sound Municipal Consultants  
906 Wood Avenue  
Sumner, WA 98390  
Phone No.: 253.709.6044

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pacific County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. Public Records Act. The Public Records Act, RCW 42.56, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the Count may be subject to a public records request. If the Bidder in good faith believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. The County will also independently make a good faith review of documents subject to a public records request for statutory exemptions. If there is a request for a document submitted by the Bidder that the County believes contains potentially exempt material, the County will notify the Bidder before its release. However, by submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for improper or illegal release of confidential information if the Bidder did not notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act. The Bidder agrees to hold harmless and to indemnify to the fullest extent of the law the County from third-party claims (such as from a subcontractor or others) for improper or illegal release of exempt information pursuant to a public records request for documents supplied by a bidder.

CONSULTANT:  
By: \_\_\_\_\_  
Title: Principal  
Date: 10/24/16

PACIFIC COUNTY:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

Consultant shall provide County with hearing examiner services as set forth in the Pacific County adopted ordinances or Municipal Code. Without limiting the foregoing, Consultant shall also perform the following:

- A. Consultant shall perform all duties in a manner consistent with accepted practices for municipal examiner services and shall conform with all required ethical standards.
- B. Consultant shall interpret, review and implement the County's land use regulations, policies, plans, and the pertinent and appropriate provisions of the Pacific County adopted ordinances or Municipal Code.
- C. Consultant shall provide his/her own transportation for all Services, including to and from public hearings and to and from any sites to be visited. Consultant shall visit sites as necessary to render informed and accurate decisions.
- D. Hearing dates and times will be arranged with the Consultant on an as needed basis, recognizing there will be times when Consultant cannot serve because of illness, vacation, conflict of interest, or similar reasons.
- E. Consultant shall provide County with all decisions via electronic .pdf signed copy. Final decisions shall be provided within ten working days of the conclusion of a hearing unless the Applicant, Appellant, or County and the examiner agree otherwise.
- F. Development Code review as requested by County.

County shall provide the following related to performance of the Services:

- A. A hearing room and facilities, including recording equipment and sound system, along with a clerk or equivalent for each hearing.
- B. Copying, distribution and record keeping services as required by County regulation and state law.
- C. A current copy of relevant County plans, policies, codes, maps, data, regulations, standards, and guidance documents, including current amendments thereto, in hard or electronic form.
- D. A hearing packet containing the County's staff report and exhibits, which may include but is not limited to pertinent applications, maps, site plans, applicant submittals, SEPA information, analyses, and departmental staff reports.
- E. County will provide notices of hearings and other actions as required by County regulations and state law, and will schedule all hearings and other events. County will notify Consultant of upcoming schedules and will check with Consultant as appropriate to such activities.

**Exhibit B**  
**Compensation**

Emily Terrell: \$130 per hour.

Phil Olbrechts: \$160 per hour.

Subcontract attorneys pre-approved by the client: \$150 per hour.

Contract decision writers and legal interns: Up to \$65 per hour.

Hearings to be billed at a minimum of one hour.

Billing to be done in 1/10 hour increments.

Travel time at \$60/hour, at 2 hours each way for hearings held in north Pacific County and 3 hours each way for hearings held in south Pacific County. No mileage.

## **EXHIBIT C**

### **Nondiscrimination Agreement.**

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

#### **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

#### **2. Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### **3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations, either by competitive bidding or negotiations, made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

#### **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

#### **5. Sanctions for Noncompliance**

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

#### **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the contractor may request WSDOT enter into such litigation to protect the interests of the State and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.



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

**REQUESTED MEETING DATE:**  
11/8/2016

### 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 #: <u>17</u></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>
<b>DISTRIBUTION LIST:</b>	
<p><input type="checkbox"/> RF                      <input type="checkbox"/> Assessor                      <input type="checkbox"/> DPW                      <input type="checkbox"/> NDC</p> <p><input type="checkbox"/> CF                      <input type="checkbox"/> Auditor                      <input type="checkbox"/> EMA                      <input type="checkbox"/> PACCOM</p> <p><input type="checkbox"/> SEA                      <input type="checkbox"/> Clerk                      <input type="checkbox"/> Fair                      <input type="checkbox"/> Prosecutor</p> <p>                                  <input type="checkbox"/> Civil Service                      <input type="checkbox"/> Health                      <input type="checkbox"/> SDC</p> <p>                                  <input type="checkbox"/> DCD                      <input type="checkbox"/> Juvenile                      <input type="checkbox"/> Sheriff</p>	<p><input type="checkbox"/> Superior Court</p> <p><input type="checkbox"/> Treasurer</p> <p><input type="checkbox"/> Veg Mgmt</p> <p><input type="checkbox"/> WSU Ext.</p> <p><input type="checkbox"/> Other</p>

### 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: 11/2/2016
<b>NARRATIVE OF REQUEST</b> <p>Attached for your consideration is a memo from Jan Wilson regarding her planned retirement in May 2017. Per the memo sent to all County employees dated June 7, 2016, the Board agreed to "grandfather" employees who notified the Board by December 31, 2016 of their retirement in 2017 under the previous terms of the County's personnel policy regarding accrual of leave during extended employment.</p>	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> <p>Move to approve Jan Wilson's request to continue to accumulate leave during her period of extended employment per the memo sent to all County employees on June 7, 2016</p>	



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

REQUESTED MEETING DATE:  
 11/8/16

### 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"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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:	DATE: 11-1-16
NARRATIVE OF REQUEST Attached for your consideration is a resolution amending the county's personnel policy. The amendment adds a management, grade 13, paralegal job description.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Resolution #2016-_____ amending Exhibit 7.2, management job classification schedule and Exhibit 8, job descriptions, of the the County's personnel policy.	

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**PACIFIC COUNTY****POSITION DESCRIPTION**

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**POSITION:** Paralegal  
**OFFICE/DEPARTMENT:** Prosecutor's Office  
**REPORTS TO:** County Prosecutor  
**UNION STATUS:** Non-Represented  
**SALARY GRADE:** NU-13  
**DATE LAST REVISED:** November 8, 2016

**1.0 PRIMARY FUNCTION AND PURPOSE**

Performs specialized and complex secretarial and legal tasks associated with all aspects of the Prosecutor's Office. Special attention is devoted to civil, adult and/or juvenile felony cases, appellate work, public disclosure responses, and monetary collection efforts.

**2.0 ORGANIZATIONAL RELATIONSHIPS****2.1 Supervision Received**

Persons in this position are expected to perform the essential duties and responsibilities defined in Section 3.0 under the supervision of the Prosecuting Attorney.

**2.2 Supervision Exercised**

Assists the Prosecutor with interviewing, training, planning, assigning and directing work of Senior Legal Assistant, and Legal Assistants. Provides input for performance appraisals and assists with complaint resolution. Ensures vacation and training schedules of the Senior and Legal Assistants do not interfere with general operations, including victim/witness coordination and Diversion Program components.

**3.0 ESSENTIAL DUTIES AND RESPONSIBILITIES**

Drafting of felony pleadings.

Felony victim/witness coordinator. Serves as liaison with community based support service providers.

Calculating an offender's score per the Sentence Reform Act (SRA).

Research and review of defendant's criminal history. Determine how difference in other state's coding scheme relates/applies to that in Washington.

Prepares and/or reviews essential legal documents, e.g., pleadings, witness lists, subpoenas, pretrial release forms, plea agreements, judgments and sentences, jury instructions, complaints; assists victims, witnesses, and other interested parties in navigating the legal system.

Assists prosecutors in responding to civil issues that involve a County interest. Prepares documents that pertain to the development and modification of local ordinances (including the Pacific County Shoreline Master Program).

Tracks all appeals that fall under the Rules of Appellate Procedure or the Rules for Appeal of Decisions of Courts of Limited Jurisdiction; ensures that appellate briefs comply with the technical requirements of the rules of Appellate Procedure and the Rules for Appeal of Decisions of Courts of Limited Jurisdiction; process appellate briefs as directed by prosecutors.

Responds timely to public disclosure requests; works with management personnel to ensure that requests for public records are processed according to the requirements of the Public Records Act.

Oversees the monetary collection efforts of the Prosecutor's Office; with the assistance and approval of prosecutors, negotiates monetary settlements for infraction and non-felony cases; enforces collection agreements when defendants/respondents fail to pay their legal financial obligations; ensures the timely deposit of money received by the Prosecutor's Office.

Works with prosecutors to create diversion agreements; monitors defendants' compliance with the conditions contained in diversion agreements; creates appropriate paperwork to revoke diversion agreements, Drug Offender Sentences, Sex Offender Sentencing Alternatives, or other post-conviction matters.

Monitors court calendars and tracks cases to final disposition; inputs case resolutions into appropriate databases, e.g., Spillman; purges case files according to the relevant records retention schedule. Modifies forms as required to comply with changes in law.

Maintains jury instructions that conform to the latest WPIC recommended language. Uses the latest WAPA charging language in preparing informations and complaints. Places appropriate notes on case files in a timely manner. Transcribes audio/video tapes as necessary. Provides discovery to defense counsel and unrepresented defendants; ensures that issues raised by defense counsel and unrepresented defendants are handled in a timely manner.

Greets the public and interacts positively with people who are seeking assistance.

#### **4.0 PERIPHERAL DUTIES**

Fills in for legal assistants during periods of absence or vacancies.

Performs some Confidential Secretary duties during periods of absence or vacancy.

Assists in other duties as assigned.

## **5.0 EDUCATION AND EXPERIENCE**

High school diploma or equivalent **AND** an associate degree with paralegal emphasis **PLUS** a minimum 10 years' experience in a Prosecutor's or law office; **OR** bachelor's degree **PLUS** a minimum of five years' experience in a Prosecutor's or law office.

## **6.0 NECESSARY KNOWLEDGE, SKILLS AND ABILITIES**

Through knowledge of English grammar and composition; thorough understanding of the procedures and practices that are employed in a prosecutor's office.

Knowledge of personal micro computers, all standard office equipment and the software utilized in a prosecutor's office.

Specialized knowledge of the SPILLMAN and JIS databases.

Thorough knowledge and ability to apply standards of the Sentence Reform Act.

Significant experience in monetary collections of legal financial obligations must be able to create payment agreements that hold offenders accountable for their transgressions; must show demonstrated ability to negotiate agreements with offenders that maximize deterrence; must present evidence which demonstrates the ability to manage effectively a large volume of collection cases in district court (or equivalent).

Must demonstrate significant knowledge of the legal system in the State of Washington; must have specific knowledge of the nuances of appellate procedure, land use issues, and the Public Records Act.

Must possess strong interpersonal skills.

Requires the ability to pay careful attention to detail.

## **7.0 BEHAVIORAL STANDARDS**

Positively represent the County, demonstrating honest and ethical behavior. Be respectful and courteous to the public, county leadership and other employees. Demonstrate good work habits, and ensures these standards are followed throughout the Office

## **8.0 WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS**

Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in a normal office environment.

While performing the duties of this job, the employee must occasionally walk and is frequently required to sit, talk and hear; use hands to finger, handle or operate objects, tasks or equipment; and reach with hands and arms. The employee must lift and/or move up to 25 pounds, occasionally to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in an office environment with adequate lighting and HVAC. The noise level in the work environment is low to moderately noisy.

Standard office equipment used in this position includes, but is not limited to, personal computer, printer, typewriter, calculator, photocopier, facsimile machine, scanner, microfilm reader/printer, and camera.

***Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.***

## **9.0 SELECTION PROCESS**

The selection process will include a formal application and evaluation of education and experience, and may also include an oral interview, background and/or reference checks, a polygraph and job-related tests.

The duties set forth in this position description are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee. It is subject to change by the employer as the needs of the employer and requirements of the job change.



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

REQUESTED MEETING DATE:

11/8/16

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

#### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable): Risk

OFFICIAL NAME & TITLE: Kathy Spoor, CAO PHONE / EXT: \_\_\_\_\_

SIGNATURE: *Kathy Spoor* DATE: 10/31/16

NARRATIVE OF REQUEST  
 Attached for your consideration is our underground storage tank liability insurance renewal. There is no change in the premium for next year.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  
 Move to approve renewal of pollution liability insurance coverage for underground fuel storage tank and authorize the CAO to sign.

Name of Contractor: Arthur J. Gallagher Risk Management Services, Inc.

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

**W-9 Attached** for all vendors/contractors (County issuing payment to)  **Certificate of Insurance Attached** (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, 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: \_\_\_\_\_ Pollution Liability Insurance Coverage

**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  Post, Advertise, & Fill Position  
 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

SUPPLEMENTAL REQUIRED?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  Yes  No

AMOUNT OF MATCHING FUNDS:

# Insurance Proposal Prepared For

## PACIFIC COUNTY

PO Box 6  
South Bend, WA 98586

Presented: October 31, 2016



Arthur J. Gallagher & Co.

Elizabeth Miser  
Producer

Arthur J. Gallagher Risk Management Services, Inc.  
1501 Market Street Suite 250  
Tacoma, WA 98402

[elizabeth\\_miser@ajg.com](mailto:elizabeth_miser@ajg.com)  
[www.ajg.com](http://www.ajg.com)

# Pacific County

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### Attachments

Pacific County - TRIA form for signature

**RCW 42.30.110**  
**Executive sessions.**

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in [RCW 41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.



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:**  
11/8/2016

**AGENDA REQUEST FORM**

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>21</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: _____			
<b>DISTRIBUTION LIST:</b>			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 10/27/2016
<b>NARRATIVE OF REQUEST</b>  Open Public Hearing Swear in those wishing to testify/provide comment Close Public Hearing	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b>  Approve Open Space Taxation Agreement with Columbia Land Trust pertaining to Property Tax Parcel 13113241015 and 13113332014 and authorize Chair to sign	

When Recorded Return to:

Board of Pacific County Commissioners  
P O Box 187  
South Bend, WA 98586

## OPEN SPACE TAXATION AGREEMENT CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	Pacific County
Grantee(s)	Columbia Land Trust
Legal Description --	N1/2 of N1/2 of Government Lot 3, Section 32 and the N1/2 of NW1/4 of the SW1/4, Section 33, all in T13N, R11W, W.M., Pacific County, Washington.
Assessor's Property Tax Parcel or Account Number	13113241015; 13113332014
Reference Numbers of Documents Assigned or Released	
This agreement between	Columbia Land Trust
hereinafter called the 'Owner', and	Pacific County

hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Open Space Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.
7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
  - a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
  - b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
  - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
  - f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;
  - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
  - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: November 08, 2016

Granting Authority:

\_\_\_\_\_  
Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
(Must be signed by all owners)

Dated signed agreement received by Legislative Authority:

\_\_\_\_\_

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

**FINDINGS OF FACT REGARDING APPROVAL OF:**

**Open Space Open Space Land filed by Columbia Land Trust**

Legal Description -- N1/2 of N1/2 of Government Lot 3, Section 32 and the N1/2 of NW1/4 of the NW1/4 of the SW1/4, Section 33, all in T13N, R11W, W.M., Pacific County, Washington. Assessors Parcel Number -- 13113241015; 13113332014.

**Findings of Fact:**

- ( ) 1. The benefits of preserving the current use of the parcel of land in question override the revenue impact that will result from granting the application;
- ( ) 2. Preservation of the land in its current use will:
  - ( ) Conserve or enhance natural or scenic resources.
  - ( ) Protect streams, stream corridors, wetlands, natural shorelines, and aquifers.
  - ( ) Protect soil resources and critical wildlife and native plant habitat.
  - ( ) Promote conservation principles by example or by offering education opportunities.
  - ( ) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, natural reservations or sanctuaries or other open spaces.
  - ( ) Enhance recreation opportunities.
  - ( ) Preserve historic and archaeological sites.
  - ( ) Preserve visual quality along highway, road and street corridors or scenic vistas.
  - ( ) Affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of such land.
  - ( ) \_\_\_\_\_
- ( ) 3. No mining issues exist. (if mining exists, explain how concerns affect the merit of the application).
- ( ) 4. Conditions: .

DATED: November 08, 2016

ATTEST:

PACIFIC COUNTY  
BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Chair



Application for Classification or Reclassification  
Open Space Land  
Chapter 84.34 RCW

File With The County Legislative Authority

#181

Name of Owner(s): Columbia Land Trust Phone No: 1-360-213-1206

Email Address: isinks@columbialandtrust.org

Address: 850 Officers Row, Vancouver, WA 98661

Parcel Number(s): 13113241015 and 13113332014

Legal Description: **N 1/2 of N 1/2 of Govt Lot 3, Sec 32, and the N 1/2 of NW 1/4 of the NW 1/4 of the SW 1/4, Sec 33, all in Township 13 North, Range 11 West, W.M., all in Pacific County, WA, together with all lands lying Westerly thereof to the "Western boundary of upland ownership". Together with an easement for ingress, egress and utilities as set forth in 8308 at page 399.**

Total Acres in Application: 19

Indicate what category of open space this land will qualify for:

- Conserve or enhance natural, cultural, or scenic resources
- Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- Protect soil resources, unique or critical wildlife, or native plant habitat
- Promote conservation principles by example or by offering educational opportunities
- Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- Enhance recreation opportunities
- Preserve historic or archaeological sites
- Preserve visual quality along highway, road, street corridors, or scenic vistas
- Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

1. Describe the present use of the land.  
open space
  
2. Is the land subject to a lease or agreement which permits any other use than its present use?  Yes  No  
If yes, attach a copy of the lease agreement.
  
3. Describe the present improvements (residence, buildings, etc.) located on the land.  
none
  
4. Is the land subject to any easements?  Yes  No  
If yes, describe the type of easement, the easement restrictions, and the length of the easement.  
Easement Declaration and agreement for ingress and egress and utilities (Sand Road).
  
5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

**NOTICE:**

**The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.**

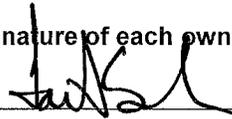
As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

**Print the name of each owner:**

Columbia Land Trust

**Signature of each owner:**



By: Ian Sinks, Stewardship Director

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

### Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
  - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
  - (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes; plus
  - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
  - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
  - (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
  - (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
  - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
  - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
  - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
  - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
  - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
  - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
  - (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
  - (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: 7/13/2010 By: BOCC/mj

Amount of processing fee collected: \$425<sup>00</sup>

- Is the land subject to a comprehensive land use plan adopted by a city or county?  Yes  No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county?  Yes  No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

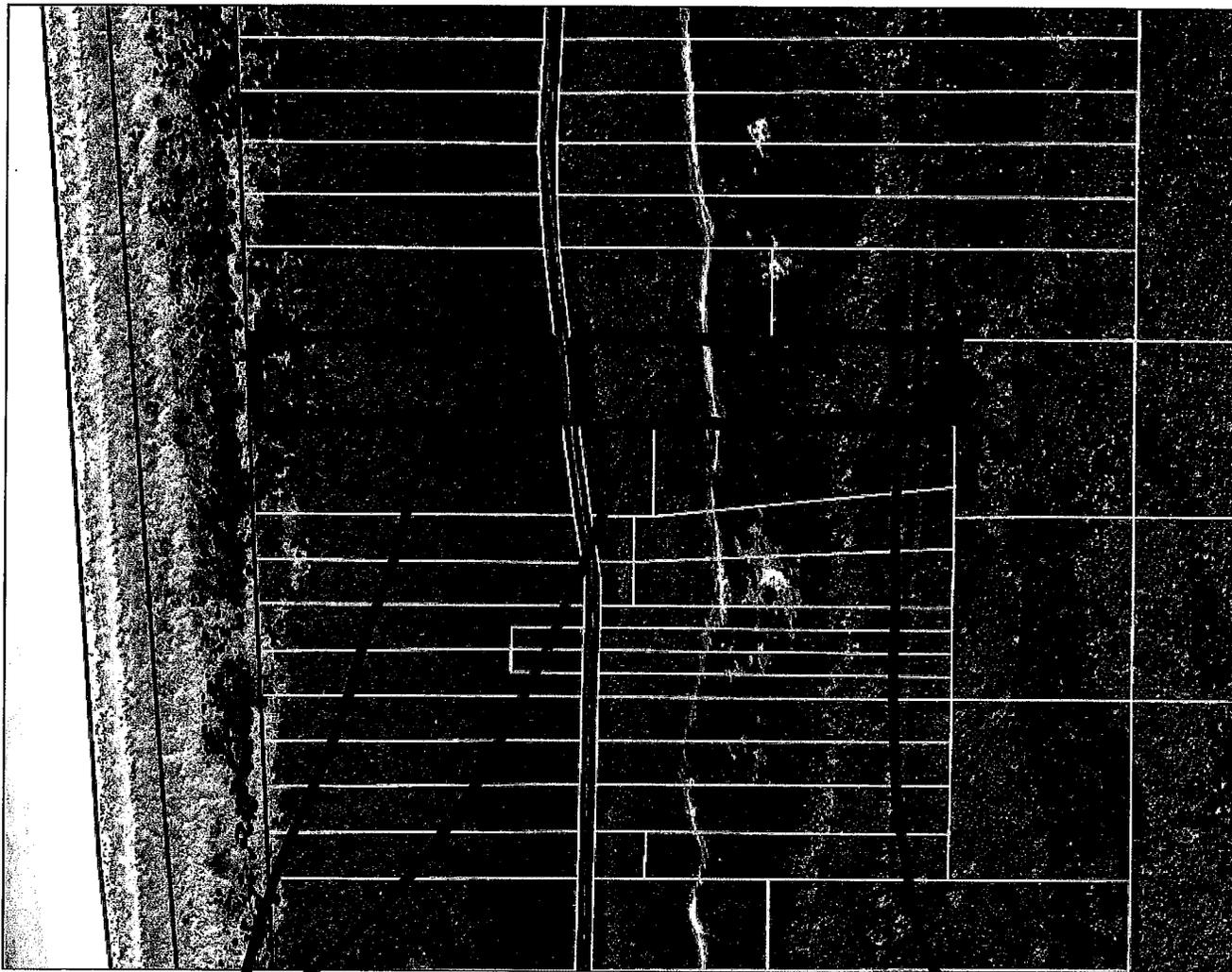
- Application approved  In whole  In part
- Application denied  Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



Parcels

Parcel 13113241015

Owner COLUMBIA LAND TRUST

Situs

13113332014



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:  
 11/8/2016

### 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

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"/> NDC        | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Treasurer      |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health   | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <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: 10/27/2016
NARRATIVE OF REQUEST  Open closed record Public Hearing To be conducted in accordance with Process Ordinance No. 177(7)(4)(d)  Close Public Hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Ordinance No. 162C amending land use/zoning regulations authorizing a site specific re-zone of county parcel #12112833140	



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:  
 10/25/2016

### 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

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"/> NDC        | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Treasurer      |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health   | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <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: 10/18/2016
NARRATIVE OF REQUEST Open public hearing Swear in those wishing to comment/provide testimony Receive Engineer's Report Testimony for/against vacation  RCW 36.87.060.... If the county road is found useful as a part of the county road system it shall not be vacated, but if it is not useful and the public will be benefited by the vacation, the county legislative authority may vacate the road or any portion thereof.  Close public hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve/Deny Road Vacation V-2016-01 vacating the following portions of County Road that portion of Upper Naselle Road No. 19690 beginning at the Northern entrance to Pacific County from Wahkiakum County (Pacific County Road No. 19690 mp 4.02) and continuing along the existing Upper Naselle Road right-of-way approx. 12,144 feet (Pacific County Road No. 19690 mp 6.3). Located in Section 31, Township 11 North, Range 8 West of W.M. and Section 25, Township 11 North, Range 9 West, W.M. and Section 36, Township 11 North, Range 9 West, W.M.	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS  
RESOLUTION NO. 2016-035

IN THE MATTER OF AUTHORIZING A PUBLIC HEARING TO CONSIDER  
ROAD VACATION V-2016-01 – UPPER NASELLE ROAD

WHEREAS, RCW 36.87 allows for the vacation of a county road or any part thereof if it is considered useless; and

WHEREAS, a freeholders petition has been received and signed by Randy Lewis, Robert W. Tallman, and Barbara Lee Tallman in Pacific County; and

WHEREAS, the Board of Pacific County Commissioners direct that a public hearing be set on the 25th day of October, 2016, at the hour of 10:00AM or as soon thereafter as possible to consider either approval or denial of vacating the following described portions of road:

THAT PORTION OF UPPER NASELLE ROAD NO. 19690 BEGINNING AT THE NORTHERN ENTRANCE TO PACIFIC COUNTY FROM WAHAKIACUM COUNTY (PACIFIC COUNTY ROAD NO. 19690 MP 4.02) AND CONTINUING ALONG THE EXISTING UPPER NASELLE ROAD RIGHT OF WAY APPROXIMATELY 12,144 FEET (PACIFIC COUNTY ROAD NO. 19690 MP 6.3). THIS PORTION OF ROADWAY IS LOCATED IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 8 WEST OF W.M. AND SECTION 25, TOWNSHIP 11 NORTH, RANGE 9 WEST, W.M. AND SECTION 36, TOWNSHIP 11 NORTH, RANGE 9 WEST, W.M.

NOW THEREFORE, BE IT HEREBY RESOLVED that the County Engineer examine the above described portions of road and report his opinion as to whether or not the portions of county road should be vacated and abandoned; and

BE IT FURTHER RESOLVED that said hearing to consider the vacation be published once a week for two consecutive weeks preceding the date fixed for hearing, in the county official newspaper and a copy of the notice shall be posted for at least twenty (20) days preceding the date fixed for hearing at that portion of county road proposed to be vacated or abandoned; and

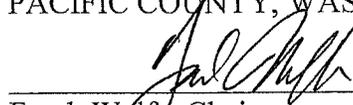
BE IT STILL FURTHER RESOLVED that if after the hearing the Board finds that vacation of said portions of road be approved or denied, a Resolution of the Board be signed noting same.

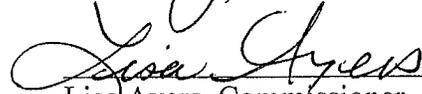
DATED this 27th day of September, 2016.

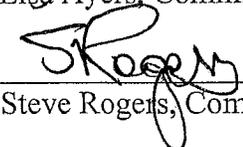
ATTEST:

  
Marie Guernsey  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

  
Frank Wolfe, Chairman

  
Lisa Ayers, Commissioner

  
Steve Rogers, Commissioner

**REQUEST FOR VACATION OF COUNTY ROAD BY COMMISSIONERS**

WHEREAS Upper Naselle Road has failed, cutting off access to Petitioner's properties and whereas Petitioners are the owners of all the homes directly served by the affected portion of the road and it appearing that Pacific County will be unable to re-open the road at any time in the future and it further appearing that the washed out portion of the road is useless to the County road system and to the public at large;

NOW THEREFORE, Petitioners Randy Lewis, Robert W. and Barbara Lee Tallman and Carlton Appelo, Trustee hereby request that the Pacific County Commissioners act under Pacific County Ordinance 96A and RCW chapter 36.87 to vacate the washed out portion of Upper Naselle Road.

Randy Lewis 8/5/20016      Robert W. Tallman 7-31-16  
Randy Lewis                      Date                      Robert W. Tallman                      Date

\_\_\_\_\_  
Carlton Appelo                      Date

Barbara Lee Tallman  
Barbara Lee Tallman                      Date

July 31, 2016