

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

**Tuesday, September 13, 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*)

### **CONSENT AGENDA (Item A)**

- A) Approve regular meeting minutes of August 9 and 23, 2016

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

A

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, August 9, 2016**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Dotsi Graves, Fair/Parks Manager  
Mary Goelz, Health & Human Services Director  
Tim Crose, Community Development Director

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, Chinook Observer  
Fred Hill

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

**PUBLIC COMMENT – None**

**CONSENT AGENDA**

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

**Approve regular meeting minutes of July 12 and 26, 2016**

**MEETING CLOSED – 9:01AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, August 23, 2016**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:02 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Mary Goelz, Health & Human Services Director  
Tim Crose, Community Development Director  
Shawn Humphreys, Community Development Deputy Director  
Scott Jacot, Juvenile Court Administrator

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, Chinook Observer

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

**PUBLIC COMMENT – None**

**CONSENT AGENDA**

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

**Approve Rainbow Valley Landfill Claims Vouchers**  
**SCS Engineers - \$1,061.51**  
**Royal Heights Transfer Station Inc. - \$614.88**  
**PUD No. 2 - \$30.06**

**MEETING CLOSED – 9:03AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

---

Frank Wolfe, Chairman

ATTEST:

---

Lisa Ayers, Commissioner

---

Marie Guernsey  
Clerk of the Board

---

Steve Rogers, Commissioner

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

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

**September 13, 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 HEARING(S)** *(held in the Commissioners Meeting Room unless otherwise noted)*  
10:00 AM budget supplemental requests

**WORKSHOP(S)** *(held in the Commissioners Conference Room unless otherwise noted)*  
12:00 PM Joint (Elected/Appointed) Management Meeting  
*(Auditor's Elections Room)*  
2:00PM State Auditor's Exit Conference *(Commissioners Meeting Room)*

---

### **Call to Order**

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

### **PROCLAMATION**

- 1) Adopt Proclamation establishing September, as National Recovery Month

### **YEARS OF SERVICE**

- 2) 10 Years:  
John Ashley (Sheriff's Office)

### **CONSENT AGENDA (Items 3-10)**

#### **Health & Human Services Department**

- 3) Approve Amendment #9 to the Consolidated Contract Number C17121 with WA State Department of Health; authorize Director to sign

#### **Department of Community Development**

- 4) Approve Amendment #2 to the Grant No. G1300057 with State of WA Department of Ecology; authorize Chair to sign

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

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

**General Business**

- 5) Confirm Special Event Application from Tim Martindale for the 3rd Annual BBQ for Sheriff's Office employees and their families, held Saturday, August 28, 2016
- 6) Confirm Special Event Application for use of the Rotunda for a wedding that was held September 3, 2016
- 7) Approve amendment to Commissioners' appointments to Boards/Commissions/Committees for 2016
- 8) Approve August, 2016 payroll; total employees: 202; total payroll: \$788,996.74
- 9) Approve Vendor Claims  
Warrants Numbered 133506 thru 133596 in the amount of \$473,404.85  
Warrants Numbered 133597 thru 133647 in the amount of \$433,716.03
- 10) Approve regular meeting minutes of August 9 and 23, 2016

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 11) Consider approval of request to purchase Microsoft Surface Pro 4 from state bid
- 12) Consider approval of request to purchase an additional 48 port network switch from state bid
- 13) Consider approval of request to purchase security firewall from Palo Alto Networks; authorize Chair to sign Firewall Refresh Project Statement of Work
- 14) Consider approval of request to hire Jesse Brock, Road Maintenance Technician II, 1.0 FTE

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 15) Consider approval of Great Rivers Inter-Local Agreement for 5177 Diversion Program Services; authorize Chair to sign
- 16) Consider approval of Continuum of Care Program Grant Agreement No. WA0352L0T011500 with US Department of Housing and Urban Development ; authorize Chair to sign
- 17) Consider approval of Service Contract for School Nurse Services with South Bend School District
- 18) Consider approval of Service Contract for School Nurse Services with Naselle-Grays River School District

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

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

**ITEMS REGARDING SHERIFF'S OFFICE**

- 19) Consider approval of request to issue Request for Proposal (RFP) for the Enhancement of Geographic Information System
- 20) Consider approval of request for Leave Without Pay for Telecommunicator
- 21) Consider approval of request to purchase Next Generation 911 call taking system and consider adoption of Resolution 2016-\_\_\_\_\_ authorizing a Sole Source purchase
- 22) Consider approval of request to purchase a time server/master clock system from Spectracom Orolia USA, Inc. of Rochester, NY
- 23) Consider approval of request to purchase a NG911 UPS Inverter from Wilmore Electronics Co., Inc. of Hillsborough, North Carolina
- 24) Consider approval of request to purchase a 48vdc generator from Capital Electric of Olympia, WA

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 25) Consider approval of the appointment of C. J. Poellnitz to the Fair Board
- 26) Consider approval of the appointment of Jeff McEntarffer to the Marine Resource Committee

**ITEMS REGARDING GENERAL BUSINESS**

- 27) Consider approval of Special Event Use Agreement with Erinn Hale on September 24, 2016; authorize Chair to sign
- 28) Consider adoption of Resolution 2016-\_\_\_\_\_ establishing the Facility Use Application Process and rescind Resolutions 2010-035, 2013-070, and 2015-015
- 29) Consider approval of Cross Commission Law Enforcement Agreement and Interlocal Agreement with Shoalwater Bay Indian Tribe
- 30) Consider adoption of Findings of Fact and Conclusions of Law pertaining to the adoption of the Critical Areas and Resource Lands Ordinance No. 180
- 31) Consider approval of request to issue Request for Qualifications pertaining to the USEPA Brownfields grant

**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00AM**

- 33) Budget supplemental requests

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

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



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

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

REQUESTED MEETING DATE:  
9/13/2016

### AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD  |   |   |  |
|--|---|---|--|
|  |   | Agenda Item #: <u>1</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: 8/30/2016           |
| NARRATIVE OF REQUEST  |                           |
| RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u><br>Adopt Proclamation recognizing September as 'National Recovery Month' |                           |



# Pacific County COMMISSIONERS

Steve Rogers, District #1  
Frank Wolfe, District #2  
Lisa Ayers, District #3

## PROCLAMATION

*Whereas*, substance use disorders and mental health problems affect all communities nationwide; and

*Whereas*, the published 2015 report by the National Survey on Drug Use and Health indicated that 27.0 million people aged 12 or older used an illicit drug in the past 30 day; and

*Whereas*, about 1 in 5 adults aged 18 or older had a mental illness in the past year; and

*Whereas*, it is important to increase public awareness of, and action around, substance use disorders and mental health issues; and

*Whereas*, taking part in prevention-related activities and conversations helps raise awareness of these behavioral health issues and changes lives; and

*Whereas*, according to the 2016 County Health Rankings for the State of Washington, Pacific County ranked 28<sup>th</sup> out of 39 counties, for overall health; and

*Whereas*, the citizens of Pacific County have the power to change this ranking, and more importantly, change lives by recognizing the seriousness of behavioral health issues in our communities.

NOW, THEREFORE, we the Board of County Commissioners, of Pacific County, State of Washington, do hereby proclaim September, 2016 to be

### **NATIONAL RECOVERY MONTH**

and call upon our community to embrace this event with conversations that support all local Recovery Events.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COMMISSIONERS  
PACIFIC COUNTY

ATTEST:

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

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

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

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

9/27/16  
BOCC mtg

5

2

**Years of Service Report** September 2016

|                               |                     |                         |                  |
|-------------------------------|---------------------|-------------------------|------------------|
| <b>Total Years of Service</b> | 10                  |                         |                  |
| <b>Employee Name</b>          | <b>Date of Hire</b> | <b>Calculation Date</b> | <b>ID Number</b> |
| Darree Smith                  | 9/5/2006            | 9/1/2006                | SMITD            |
| Jonathon T. Ashley            | 9/2/2006            | 9/1/2006                | ASHLJ            |

Thursday, June 2, 2016

Page 1 of 1

6/3/16 - OK per Alex - KB

9/6/16 C: Lisa - KB



### 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

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: Health  | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Mary P. Goelz, Director   | PHONE / EXT: 2644         |
| SIGNATURE:   | DATE: 9/6/16              |
| <p>NARRATIVE OF REQUEST</p> <p>Request the Board approve and sign the Amendment #9 of the Consolidated Contract 2015-17 with Department of Health. This is funding is included in the approved 2016 budget and in the proposed 2016 budget for our department. We have increased our hourly rate with the school district in part to adjust for any COLA/benefit increase in 2017. This amendment provides funding for the Maternal Child Health program, Emergency Preparedness, Snap Ed Education and Women Infant Children program. The funding for both the Emergency Preparedness and Snap Ed education have decreased from the past year. The decrease is accounted for in the proposed 2016 budget and no supplemental should be required at this time.</p> |                           |
| <p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve Amendment #9 to the Consolidated Contract Number C17121 with WA State Department of Health and authorize Director to sign</p>  |                           |

RECEIVED  
 SEP - 6 2016  
 GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

Name of Contractor: Department of Health

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Pacific County Health & Human Services Department 2015-2017 Consolidated Contract Amendment #9

**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):**  
The amendments for this contract come at various times in the year depending on funding sources.

|  |  |
|--|--|
| TOTAL COST/AMOUNT (include sales & use tax):   | TOTAL TAX:   |
| TOTAL SHIPPING/HANDLING:   | EXPENDITURE FUND #: <u>118</u> .XXX.XXX.XX.XX  |
| EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    | SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  | DESCRIBE MATCH:  |
| MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | AMOUNT OF MATCHING FUNDS:  |

**PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT  
2015 – 2017 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: C17121**

**AMENDMENT NUMBER: 9**

**PURPOSE OF CHANGE:** To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

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

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
  - Adds Statements of Work for the following programs:
    - Emergency Preparedness & Response - Effective July 1, 2016
    - Supplemental Nutrition Assistance Program-Education - Effective October 1, 2016
  - Amends Statements of Work for the following programs:
    - Maternal & Child Health Block Grant - Effective January 1, 2015
    - WIC Nutrition Program - Effective January 1, 2015
  - Deletes Statements of Work for the following programs:
  
2. Exhibit B-9 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-8 Allocations as follows:
  - Increase of **\$146,813** for a revised maximum consideration of **\$934,405**.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.
  
3. Exhibit C-9 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-8.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

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

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

PACIFIC COUNTY HEALTH & HUMAN SERVICES  
DEPARTMENT

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY  
Assistant Attorney General

2015-2017 CONSOLIDATED CONTRACT  
EXHIBIT A  
STATEMENTS OF WORK  
TABLE OF CONTENTS

DOH Program Name or Title: Emergency Preparedness & Response - Effective July 1, 2016 ..... 3  
DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2015..... 8  
DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education Effective October 1, 2016 ..... 13  
DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2015 ..... 21

Exhibit A  
Statement of Work  
Contract Term: 2015-2017

Local Health Jurisdiction Name: Pacific County Health & Human Services Department  
Contract Number: C17121

DOH Program Name or Title: Emergency Preparedness & Response - Effective July 1, 2016

SOW Type: Original Revision # (for this SOW)

Period of Performance: July 1, 2016 through June 30, 2017

|   |   |   |
|---|---|---|
| <b>Funding Source</b><br><input checked="" type="checkbox"/> Federal Subrecipient<br><input type="checkbox"/> State<br><input type="checkbox"/> Other | <b>Federal Compliance</b><br>(check if applicable)<br><input checked="" type="checkbox"/> FFATA (Transparency Act)<br><input type="checkbox"/> Research & Development | <b>Type of Payment</b><br><input checked="" type="checkbox"/> Reimbursement<br><input type="checkbox"/> Fixed Price |
|---|---|---|

**Statement of Work Purpose:** The purpose of this statement of work is to establish the funding and tasks for the Public Health Emergency Preparedness and Response program for the 2016 grant period ending June 30, 2017.

Revision Purpose: N/A

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only)<br>Start Date End Date | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|--|-----------------------|---------------------|---------------------|
| FFY16 EPR PHEP BP5LHJ FUNDING           | 93.069 | 333.93.06         | 18101190          | 07/01/16 06/30/17                                    | 0                     | 25,622              | 25,622              |
| <b>TOTALS</b>                           |        |                   |                   |  | <b>0</b>              | <b>25,622</b>       | <b>25,622</b>       |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame                                      | Payment Information and/or Amount  |
|-------------|--|--------------------------------------|--|--|--|
| 1           | Attend emergency preparedness events, (e.g. trainings, meetings, conference calls, and conferences) as necessary to advance LHJ preparedness or complete the deliverables in this statement of work.   |                                      | Submit mid-year and end-of-year progress reports.  | December 31, 2016 and June 30, 2017                      | Reimbursement for actual costs not to exceed total funding consideration amount. |
| 2           | Complete reporting templates as requested by DOH to comply with program and federal grant requirements (e.g. performance measures, gap analysis, mid-year and end-of-year reporting templates, etc.)   |                                      | Submit completed templates to DOH  | June 30, 2017  |  |
| 3           | Develop or update and maintain written procedures to activate an Emergency Response Plan within the jurisdiction. Include the following: <ul style="list-style-type: none"> <li>Describe how the command structure is utilized to manage emergency response</li> </ul> |                                      | Submit mid-year and end-of-year progress reports.<br><br>Submit the most recent Emergency Response Plan. | December 31, 2016 and June 30, 2017<br><br>June 30, 2017 |  |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|---|---------------------|-----------------------------------|
|             | <ul style="list-style-type: none"> <li>• Describe the relationship between the LHJ and the county Emergency Operating Center (EOC) during a response.</li> <li>• Identify and maintain an EOC location from which public health will coordinate the Emergency Support Function #8 (ESF#8) response (this may be the County's EOC)</li> <li>• Identify the actions the LHJ will take in response to public health incidents that initiate a response.</li> <li>• Describe the process for notifying and mobilizing staff during an incident.</li> </ul> <p>3.1) Document that ESF#8 is identified in the Public Health Emergency Plan and is integrated with the City and/or County Emergency Plans.</p> <p>3.2) Provide training on ESF#8 response plans and policies for appropriate staff who serve in the EOC in the ESF#8 role within the Incident Command System (ICS).</p> <p>3.3) Train appropriate public health emergency response staff on Web EOC or applicable information management system utilized by local emergency management in the county.</p> |                                      | <p>Submit written ESF#8 documentation showing inclusion in city and/or county emergency plans.</p> <p>June 30, 2017</p> <p>Provide agenda and sign-in sheets for training conducted.</p> <p>June 30, 2017</p> <p>Provide syllabus and sign-in sheets for training conducted.</p> <p>June 30, 2017</p> |                     |                                   |
| 4           | <p>Develop or update and maintain a decision making protocol to support the Local Health Officer (LHO) and the Public Health Administrator in making policy level decisions during an emergency. Ensure the LHO is capable of exercising legal authorities as necessary to protect public health.</p>  |                                      | <p>Submit completed protocol to DOH</p> <p>June 30, 2017</p>  |                     |                                   |
| 5           | <p>Maintain Washington Secure Electronic Communication, Urgent Response and Exchange System (WASECURES) program as the primary emergency notification system within the LHJ and include all critical LHJ positions as registered users.</p>  |                                      | <p>Submit list of registered users to include their title and role in the emergency response plan.</p> <p>June 30, 2017</p>   |                     |                                   |

| Task Number | Task/Activity/Description   | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame                       | Payment Information and/or Amount |
|-------------|---|--------------------------------------|---|---|-----------------------------------|
|             | <p>5.1) Conduct a notification drill, within the jurisdiction, using WASECURES.</p> <p>Notes: Registered users of WASECURES must log in quarterly at a minimum. DOH will provide on-site technical assistance to LHJ, as needed, on utilizing WASECURES. LHJ may choose to utilize other notification systems in addition to WASECURES to alert staff during incidents.</p>   |                                      | Submit results of notification drill.   | June 30, 2017                             |                                   |
| 6           | <p>Develop or update and maintain procedures for defining how LHJ will request assistance during disasters from the local EOC, neighboring LHJs, and DOH.</p> <ul style="list-style-type: none"> <li>Identify how resources are coordinated with the local EOC.</li> <li>Identify how to coordinate logistics to receive resources from DOH and other partners. (If LHJs rely on local Emergency Management (EM) or other partners to coordinate logistical issues for receiving resources, and the local EM plan documents this fact, that documentation will suffice.)</li> </ul> |                                      | Submit up to date procedures to DOH   | June 30, 2017                             |                                   |
| 7           | <p>Develop or update and maintain procedures and tools to demonstrate the ability to inform the public of threats to health and safety by various means. Include a list of the various mechanisms used by the LHJ for releasing information to the public during drills, exercises or incident response.</p> <p>7.1) Create and maintain templates for news releases for categories of public health hazards.</p>   |                                      | <p>Submit up to date procedures used to inform the public during drills, exercise or incident response. Include a summary of how communication tools were used.</p> <p>Submit sample templates.</p> | <p>June 30, 2017</p> <p>June 30, 2017</p> |                                   |
| 8           | <p>Develop and/or update and maintain a continuity of operations plan (COOP) for your jurisdiction. Plan shall include:</p> <ul style="list-style-type: none"> <li>Definition and identification of essential services to sustain LHJ mission and operations</li> <li>Line of succession and written delegation of authority for select critical positions in the LHJ, including LHO.</li> </ul>  |                                      | Submit the most current COOP plan to DOH  | June 30, 2017                             |                                   |

| Task Number | Task/Activity/Description   | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame                       | Payment Information and/or Amount |
|-------------|---|--------------------------------------|--|---|-----------------------------------|
| 9           | <ul style="list-style-type: none"> <li>Plans for cross training and reassigning staff (scalable workforce reduction) and temporarily discontinuing select LHJ functions to sustain critical services.</li> </ul> <p>Develop or update and maintain the capability to gain and maintain situational awareness during an incident.</p> <p>Develop or update and maintain forms and procedures for collecting key data elements during disasters including:</p> <ul style="list-style-type: none"> <li>The functionality of critical public health operations</li> <li>The functionality of critical healthcare facilities and the services they provide</li> <li>The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications)</li> <li>Number of disease cases</li> <li>Number of fatalities attributed to an incident</li> <li>If key elements are collected by others, such as local EM, Healthcare Coalition (HCC) or Coroner or Medical Examiner, describe how the LHJ gains access to that information.</li> </ul> <p>9.1) Train staff to all procedures used to establish and maintain situational awareness during an incident.</p> |                                      | <p>Submit a summary of how these policies and procedures were used to maintain situational awareness during all drills, exercises and incidents in the end-of-year progress reports.</p> <p>Submit data collection forms</p> | <p>June 30, 2017</p> <p>June 30, 2017</p> |                                   |
| 10          | <p>Participate in an annual evaluation of response capabilities based on a standard evaluation tool created by DOH.</p>   |                                      | <p>Submit sign-in sheets for trainings conducted.</p> <p>Document participation on end-of-year progress report</p>   | <p>June 30, 2017</p> <p>June 30, 2017</p> |                                   |

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Special Requirements**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**DOH Program Contact**

Jennifer Moore, Contract and Finance Specialist

Department of Health

P O Box 47960

Olympia, WA 98504-7960

[jennifer.moore@doh.wa.gov](mailto:jennifer.moore@doh.wa.gov)

PHEP/HPP Deliverable Submission email address: [concondeliverables@doh.wa.gov](mailto:concondeliverables@doh.wa.gov)

Exhibit A  
Statement of Work  
Contract Term: 2015-2017

Local Health Jurisdiction Name: Pacific County Health & Human Services Department  
Contract Number: C17121

DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2015

SOW Type: Revision Revision # (for this SOW) 3

Period of Performance: January 1, 2015 through September 30, 2017

|  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Federal Subrecipient | <input checked="" type="checkbox"/> Federal Compliance (check if applicable) | <input checked="" type="checkbox"/> Reimbursement |
| <input type="checkbox"/> State                           | <input checked="" type="checkbox"/> FFATA (Transparency Act)                 | <input type="checkbox"/> Fixed Price              |
| <input type="checkbox"/> Other                           | <input type="checkbox"/> Research & Development                              |   |

**Statement of Work Purpose:** The purpose of this statement of work is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

**Revision Purpose:** The purpose of this revision is to provide additional funding, add activities, add and revise deliverable due dates, and extend the period of performance from September 30, 2016 to September 30, 2017 for continuation of MCHBG-related activities, and add Special Instructions.

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only)<br>Start Date End Date | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|--|-----------------------|---------------------|---------------------|
| FFY15 MCHBG CBP CONCON                  | 93.994 | 333.93.99         | 78734250          | 01/01/15 09/30/15                                    | 28,260                | 0                   | 28,260              |
| FFY16 MCHBG LHJ & OTHER CONTRACTS       | 93.994 | 333.93.99         | 78730260          | 10/01/15 09/30/16                                    | 37,634                | 0                   | 37,634              |
| FFY17 MCHBG LHJ & OTHER CONTRACTS       | 93.994 | 333.93.99         | 78730270          | 10/01/16 09/30/17                                    | 0                     | 37,634              | 37,634              |
| <b>TOTALS</b>                           |        |                   |                   |  | <b>65,894</b>         | <b>37,634</b>       | <b>103,528</b>      |

| Task Number   | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame | Payment Information and/or Amount   |
|---|--|--------------------------------------|---|---------------------|---|
| <b>Maternal and Child Health Block Grant (MCHBG) Administration</b> |  |                                      |   |                     |   |
| 1a  | Participate in calls, at a minimum of every other month, with DOH contract manager. Dates and time for calls are mutually agreed upon between DOH and LHJ. |                                      | Designated LHJ staff will participate in contract management calls.     | September 30, 2017  | Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for |
| 1b  | Participate in DOH sponsored MCHBG-related quarterly conference calls and/or webinars, including up to two (2) in-person meetings.                         |                                      | Designated LHJ staff will participate in calls, webinars, and meetings. | September 30, 2017  |   |
| 1c  | Complete 2015-2016 MCHBG Budget Workbook for October 1, 2015 through September 30, 2016 using DOH provided template.                                       |                                      | Submit completed MCHBG Budget Workbook to DOH contract manager.         | September 4, 2015   |   |

AMENDMENT #9

| Task Number                            | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame   | Payment Information and/or Amount   |
|--|--|--------------------------------------|---|---|---|
| 1d                                     | Report actual expenditures for October 1, 2014 – December 31, 2014.  |                                      | Submit actual expenditures using the MCHBG Budget Workbook (Sections A and B only) to contract manager. | February 18, 2015   | the specified funding period.   |
| 1e                                     | Report actual expenditures for January 1, 2015 through September 30, 2015.   |                                      | Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.                     | November 30, 2015   | See Program Specific Requirements and Special Billing Requirements.   |
| 1f                                     | Complete 2016-2017 MCHBG Budget Workbook for October 1, 2016 through September 30, 2017 using DOH-provided template.           |                                      | Submit completed MCHBG Budget Workbook to DOH contract manager.   | September 2, 2016   |   |
| 1g                                     | Report actual expenditures for October 1, 2015 through September 30, 2016.   |                                      | Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.                     | November 30, 2016   |   |
| 1h                                     | Report actual expenditures for October 1, 2016 through March 31, 2017.   |                                      | Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.                     | May 26, 2017  |   |
| 1i                                     | Complete 2017-2018 MCHBG Budget Workbook for October 1, 2017 through September 30, 2018 using DOH-provided template            |                                      | Submit completed MCHBG Budget Workbook to DOH contract manager.   | September 1, 2017   |   |
| <b>MCHBG Assessment and Evaluation</b> |  |                                      |   |   |   |
| 2a                                     | Participate in statewide capacity and needs assessment activities in preparation for next statewide 5 year plan, as requested. |                                      | Documentation using report template provided by DOH.  | May 1, 2015   | Reimbursement for actual costs, not to exceed total funding consideration.  |
| 2b                                     | Participate in project evaluation activities developed and coordinated by DOH, as requested.                                   |                                      | Documentation using report template provided by DOH.  | September 30, 2016<br>September 30, 2017                                | See Program Specific Requirements and Special Billing Requirements.   |
| 2c                                     | Report program level strategy measure data   |                                      | Documentation using Action Plan Quarterly Report and MCHBG Budget Workbook                              | January 15, 2017<br>April 15, 2017<br>July 15, 2017                     |   |
| <b>MCHBG Implementation</b>            |  |                                      |   |   |   |
| 3a                                     | Develop 2015-2016 MCHBG Action Plan for October 1, 2015 through September 30, 2016 using DOH provided template.                |                                      | Submit MCHBG Action Plan to DOH contract manager.   | Draft - August 21, 2015<br>Final - September 4, 2015                    | Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this |
| 3b                                     | Report activities and outcomes of 2014-2015 MCHBG Action Plan using DOH provided template.                                     |                                      | Submit Action Plan quarterly reports to DOH contract manager.   | January 15, 2015<br>April 15, 2015<br>July 15, 2015<br>October 15, 2015 |   |

AMENDMENT #9

| Task Number  | Task/Activity/Description   | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame   | Payment Information and/or Amount   |
|--|---|--------------------------------------|--|---|---|
| 3c   | Develop 2016-2017 MCHBG Action Plan for October 1, 2016 through September 30, 2017 using DOH-provided template.   |                                      | Submit MCHBG Action Plan to DOH contract manager.  | If LHJ chooses to bill on a monthly basis, reports are due on or before the 15 <sup>th</sup> of the following month.<br>Draft- August 19, 2016<br>Final-September 2, 2016   | Statement of work for the specified funding period.<br><br>See Program Specific Requirements and Special Billing Requirements.  |
| 3d   | Report activities and outcomes of 2015-2016 MCHBG Action Plan using DOH-provided template.  |                                      | Submit Action Plan quarterly reports to DOH contract manager.  | January 15, 2016<br>April 15, 2016<br>July 15, 2016<br><i>October 15, 2016</i><br><br>If LHJ chooses to bill on a monthly basis, reports are due on or before the 15 <sup>th</sup> of the following month.<br><i>Draft- August 18, 2017</i><br><i>Final-September 1, 2017</i> |   |
| 3e   | Develop 2017-2018 MCHBG Action Plan for October 1, 2017 through September 30, 2018 using DOH-provided template.   |                                      | Submit MCHBG Action Plan to DOH contract manager.  | January 15, 2017<br>April 15, 2017<br>July 15, 2017   |   |
| 3f   | Report activities and outcomes of 2016-2017 MCHBG Action Plan using DOH-provided template.  |                                      | Submit Action Plan quarterly reports to DOH contract manager.  | <i>If LHJ chooses to bill on a monthly basis, reports are due on or before the 15<sup>th</sup> of the following month.</i>  |   |
| <b>Children with Special Health Care Needs (CSHCN)</b> |   |                                      |  |   |   |
| 4a   | Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CSHCN Program as referenced in CSHCN Program Manual. |                                      | Submit CHIF data into Secure File Transport (SFT) website: <a href="https://sft.wa.gov">https://sft.wa.gov</a> | January 15, 2015<br>April 15, 2015<br>July 15, 2015<br>October 15, 2015<br>January 15, 2016<br>April 15, 2016<br>July 15, 2016<br><i>October 15, 2016</i><br><i>January 15, 2017</i><br><i>April 15, 2017</i><br><i>July 15, 2017</i>   | Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding |

| Task Number | Task/Activity/Description   | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame   | Payment Information and/or Amount  |
|-------------|---|--------------------------------------|---|---|--|
| 4b          | Administer <i>requested</i> DOH Diagnostic and Treatment funds for infants and children per CSHCN Program Manual when funds are used. |                                      | Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CSHCN Program as needed. | 30 days after forms are completed.  | period.<br>See Program Specific Requirements and Special Billing Requirements. |
| 4c          | Participate in the CSHCN Regional System and quarterly meetings as described in the CSHCN Program Manual.                             |                                      | Submit Action Plan quarterly reports including number of regional meetings attended to the DOH contract manager.                  | January 15, 2015<br>April 15, 2015<br>July 15, 2015<br>October 15, 2015<br>January 15, 2016<br>April 15, 2016<br>July 15, 2016<br>October 15, 2016<br>January 15, 2017<br>April 15, 2017<br>July 15, 2017 |  |

**\*For Information Only:** Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

**Special Requirements**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number. Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Manual, Handbook, Policy References**

Children with Special Health Care Needs Manual - <http://www.doh.wa.gov/Portals/1/Documents/Pubs/970-209-CSHCN-Manual.pdf>

Health Services Authorization (HSA) Form

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx>

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)**

- At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].

2. Funds may not be used for:
  - a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
  - b. Cash payments to intended recipients of health services.
  - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
  - d. Meeting other federal matching funds requirements.
  - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
  - f. payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant). [Social Security Law, Sec 504(b)].
  
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1)(D)].

**Monitoring Visits (frequency, type)**

Telephone calls with contract manager at least one every other month.

**Special Billing Requirements**

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted at least quarterly and must be based on actual allowable program costs. Billing for services on a monthly or quarterly fraction of the "Total Consideration" will not be accepted or approved. Monthly invoices on actual allowable program costs will be accepted but an updated Action Plan Progress Report must also be submitted.

**Special Instructions**

*Any materials or communication products developed regarding work related to this Statement of Work should include the following text: "Supported by the Washington State Department of Health, Office of Healthy Communities through the Maternal and Child Health Block Grant award from the Maternal and Child Health Bureau (Title V, Social Security Act), Health Resources and Services Administration".*

**DOH Program Contact**

Kara Seaman  
 Healthy Communities Consultant  
 Office of Healthy Communities  
 Washington State Department of Health  
 Street Address: 310 Israel Rd SE, Tumwater, WA 98501  
 Mailing Address: PO Box 47848, Olympia, WA 98504  
 Telephone: 360-236-3963/ Fax: 360-236-3646  
 Email: [kara.seaman@doh.wa.gov](mailto:kara.seaman@doh.wa.gov)

Exhibit A  
Statement of Work  
Contract Term: 2015-2017

Local Health Jurisdiction Name: Pacific County Health & Human Services Department  
Contract Number: C17121

DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education  
Effective October 1, 2016

|   |  |   |
|---|--|---|
| <b>Funding Source</b><br><input checked="" type="checkbox"/> Federal Subrecipient<br><input type="checkbox"/> State<br><input type="checkbox"/> Other | <b>Federal Compliance (check if applicable)</b><br><input checked="" type="checkbox"/> FFATA (Transparency Act)<br><input type="checkbox"/> Research & Development | <b>Type of Payment</b><br><input checked="" type="checkbox"/> Reimbursement<br><input type="checkbox"/> Fixed Price |
|---|--|---|

SOW Type: Original      Revision # (for this SOW)  
Period of Performance: October 1, 2016 through 09/30/17

**Statement of Work Purpose:** The purpose of this statement of work is to provide Supplemental Nutrition Assistance Program - Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP (Food Stamps) will make healthy food choices within a limited budget and choose active lifestyles consistent with the current USDA dietary guidance system.

Revision Purpose: N/A

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only)<br>Start Date    End Date | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|---|-----------------------|---------------------|---------------------|
| FFY17 DSHS SNAP-Ed IAR                  | 10.561 | 333.10.56         | 76430970          | 10/01/16    09/30/17                                    | 0                     | 79,905              | 79,905              |
| <b>TOTALS</b>                           |        |                   |                   |   | <b>0</b>              | <b>79,905</b>       | <b>79,905</b>       |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame  | Payment Information and/or Amount  |
|-------------|--|--------------------------------------|--|--|--|
| 1.0         | For SNAP-Ed, the LHJ will perform work as described in their approved FFY17 SNAP-Ed project description and work plans approved by DOH, Department of Social and Health Services (DSHS), and United States Department of Agriculture (USDA) and was submitted to them via DOH email. |                                      | <ul style="list-style-type: none"> <li>Project qualified target audiences reached</li> <li>Project activities completed (# direct education, PSE, Etc.) noted in project plans</li> <li>Required demographic data collected</li> <li>Evaluation activities completed per the state evaluation team (pre and post surveys, PSE tracking, success stories etc.)</li> </ul> | For the Period:<br>10/01/16-09/30/17<br><b>Due:</b> per the approved work plan and no later than <b>09/30/17</b> | Reimbursement upon receipt and approval of deliverables for the funding period will not exceed <b>\$79,905</b> .<br><br>The LHJ will be paid the allowable costs incurred based on their approved budget and program availability. See Special Billing Requirements section. |

AMENDMENT #9

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame   | Payment Information and/or Amount  |
|-------------|--|--------------------------------------|--|---|--|
| 2.0         | <p><b>Quarterly Progress Reports</b><br/>                     The following data is collected and submitted within DOH-provided form /system:</p> <ol style="list-style-type: none"> <li>1. Project major achievements</li> <li>2. Project major challenges</li> <li>3. If projects are running on time with original timeline? If not, why and how will LHJ correct the timeline?</li> <li>4. Any Policy, Systems, and Environmental (PSE) change progress</li> <li>5. Any success stories to date</li> </ol> |                                      | <p>Submit Quarterly Progress Report for all SNAP-Ed projects within the DOH-approved form/system</p> | <p>Quarterly Progress Reports due:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> quarter report for the work completed during 10/01/16 to 12/31/16.<br/> <b>Draft Due:</b> Close of Business (COB) 12/16/16<br/> <b>Final Due:</b> COB 01/04/17</li> <li>• 2nd quarter report for the work completed during 01/01/17 to 03/31/17.<br/> <b>Draft Due:</b> COB 03/23/17<br/> <b>Final Due:</b> COB 04/06/17</li> <li>• 3rd quarter report for the work completed during 04/01/17 to 06/30/17.<br/> <b>Draft Due:</b> COB 06/23/17<br/> <b>Final Due:</b> COB 07/06/17</li> <li>• Final report for all work not already reported.<br/> <b>Draft Due:</b> COB 09/08/17<br/> <b>Final Due:</b> COB 09/22/17</li> </ul> | <p><b>**NOTE:</b> The SNAP-Ed program will deny payment for any costs not submitted by the due date and without prior DOH approval in writing.<br/>                     See payment information as referenced in task number 1.0</p> |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame  | Payment Information and/or Amount                               |
|-------------|--|--------------------------------------|---|--|---|
| 2.1         | <p><b>Education and Administrative Reporting System (EARS) Data and Reports</b><br/>                     The following EARS data is required for each project and in order to count clients toward unduplicated direct reach.</p> <ul style="list-style-type: none"> <li>• Unduplicated number of clients served per project.</li> <li>• # unduplicated clients served per project based on the following:                             <ul style="list-style-type: none"> <li>○ Race/ethnicity</li> <li>○ Gender</li> <li>○ Age</li> </ul> </li> <li>• % SNAP eligible per site</li> <li>• Setting type – school church etc.</li> <li>• Top three (3) Key Messages delivered per project</li> </ul> <p>LHI is required to submit data electronically or within the template provided by DOH.</p> |                                      | <p>Submit EARS data for all project(s).<br/>                     LHI is required to collect and submit EARS data electronically or using a form provided by DOH.<br/>                     This must be done in real time. <b>Real time</b> = As LHI provides services and no later than one (1) week after data is collected.</p>   | <p>Data should be collected in real time and submitted to DOH by the following dates:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> quarter EARS data collected during 10/01/16 to 12/31/16<br/> <b>Due:</b> COB 01/04/17</li> <li>• EARS data collected 12/31/16 to 09/15/17.<br/> <b>Due:</b> In real time and no later than one (1) week after services are provided.</li> </ul>  | <p>See payment information as referenced in task number 1.0</p> |
| 2.2         | <p><b>Evaluation Data and Reports</b><br/>                     The following evaluation activities* and information is required for all projects based on LHI's approved project/plan</p> <ul style="list-style-type: none"> <li>• Formative</li> <li>• Process</li> <li>• PSE</li> <li>• Outcome</li> <li>• Qualitative</li> </ul> <p>*Please Note: the deliverables may change based on state evaluation team requirements</p>   |                                      | <ol style="list-style-type: none"> <li>1. Collect and report any formative and process data completed based on approved project plan</li> <li>2. Submit PSE progress and outcomes based on approved project plan.</li> <li>3. Conduct and submit/mail pretest surveys for each project class series</li> <li>4. Conduct and submit/mail posttest surveys for each project class series</li> <li>5. Capture and submit qualitative (success stories, pictures) information per LHI's approved work plan</li> </ol> | <ol style="list-style-type: none"> <li>1. <b>Due:</b> Submit within Quarterly reporting listed above in task 2.1</li> <li>2. <b>Due:</b> quarterly                             <ul style="list-style-type: none"> <li>• 1st quarter report due 01/04/17</li> <li>• 2nd quarter due by 04/06/17</li> <li>• 3rd quarter due by 07/06/17</li> <li>• Final report for all other work due 09/22/17</li> </ul> </li> <li>3. <b>Due:</b> Within 30 days after completed. Submit all pretest surveys/data when they are completed for a specific project.</li> </ol> | <p>See payment information as referenced in task number 1.0</p> |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame   | Payment Information and/or Amount                               |
|-------------|--|--------------------------------------|---|---|---|
| 3.0         | <p><b>Civil Rights Training</b><br/>All staff must be trained each fiscal year in civil rights.</p>  |                                      | <p>Submit documentation showing Civil Rights training was completed for all SNAP-Ed paid staff. Documentation must include:</p> <ul style="list-style-type: none"> <li>• Training and source</li> <li>• Name of attendee</li> <li>• Date completed</li> </ul> | <p>4. <b>Due:</b> Within 30 days after completed. Submit all posttest surveys/data when they are completed for a specific project.</p> <p>5. <b>Due:</b> Submit within Quarterly reporting listed above in task 2.1 along with photo releases</p>   | <p>See payment information as referenced in task number 1.0</p> |
| 3.1         | <p><b>Other Agency Trainings</b><br/>The following trainings are required for <u>all</u> agencies:</p> <ul style="list-style-type: none"> <li>• Fiscal – fiscal lead and coordinator</li> <li>• Data collection and reporting – coordinator and program staff who are reporting data</li> </ul> <p>*It is required that all staff making any SNAP-Ed purchases or reporting data be trained.</p> |                                      | <p>Fiscal and Data reporting training completed.</p>  | <p><b>Due:</b> New staff trained within 30 days of starting SNAP-Ed activities and again at least once every five years.</p> <p>If the data collection system changes in FFY17 every staff member entering data into the electronic system will be required to take training on the new system.</p> | <p>See payment information as referenced in task number 1.0</p> |
| 4.0         | <p><b>SNAP-Ed Inventory List</b><br/>Keep an up-to-date inventory list that includes all non-capital equipment, purchased curriculum, and other SNAP-Ed paid items that are not disposable. This list should include items purchased in prior fiscal years and be updated yearly.</p>  |                                      | <p>SNAP-Ed inventory list</p>   | <p><b>Due:</b> Yearly, at the time of a fiscal monitoring and/or site visit.</p>  | <p>See payment information as referenced in task number 1.0</p> |

| Task Number | Task/Activity/Description   | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame  | Payment Information and/or Amount                               |
|-------------|---|--------------------------------------|---|--|---|
| 5.0         | <p><b>SNAP-Ed A19 Invoices</b><br/>Use the A19-1A specific to SNAP-Ed program. This document will be sent to all contractors prior to October 15, 2016.</p> |                                      | <p>Submit SNAP-Ed A19 invoices and detailed ledger supporting the costs to be reviewed by DOH SNAP-Ed program before approval of payment.</p> <p>Documentation of all costs incurred shall be accompanied by an agency financial system report. If LHI does not have a financial reporting system LHI must check with the DOH SNAP-Ed program for further guidance.</p> | <p><b>Due:</b> Monthly - Submit invoices to DOH no later than 30 days after the end of the preceding month. (e.g. October A19 invoice submitted no later than November 30 and so on...)</p> <p><b>Final invoice is due</b><br/>October 30, 2017.</p> <p><b>Or *if pre-approved in writing</b> by contract manager, every two months. Invoices must be received by DOH no later than dates listed below:</p> <ul style="list-style-type: none"> <li>○ October and November due: 12/30/16</li> <li>○ December and January due: 02/28/17</li> <li>○ February and March due: 04/28/17</li> <li>○ April and May due: 06/30/17</li> <li>○ June and July due: 08/31/17</li> <li>○ August and September due: 10/30/17</li> </ul> | <p>See payment information as referenced in task number 1.0</p> |

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Special Requirements**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHI must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

#### Program Specific Requirements/Narrative

##### **SNAP-Ed Assurances:**

The following assurances must be followed (see program Guidance <https://snaped.fns.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>)

- The contractor is fiscally responsible for nutrition education activities funded with Supplemental Nutrition Assistance Program Education funds and is liable for repayment of unallowable costs.
- Efforts are made to target SNAP-Ed to the SNAP-Ed target population.
- Only expanded or additional coverage of those activities funded under the Expanded Food and Nutrition Education Program (EFNEP) are claimed under the SNAP-Ed grant.
- Approved activities are those designed to expand the State's current EFNEP coverage in order to serve additional SNAP-Ed individuals or to provide additional education services to EFNEP clients who are eligible for the SNAP. Activities funded under the EFNEP grant are not included in the budget for SNAP-Ed.
- Documentation of payments for approved SNAP-Ed activities is maintained by the State and will be available for USDA review and audit.
- Contracts are procured through competitive bid procedures governed by State procurement regulations.
- Program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and OMB circulars governing cost issues.
- Program activities do not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.
- Program activities are reasonable and necessary to accomplish SNAP-Ed objectives and goals.
- All materials developed or printed with SNAP Education funds include the appropriate USDA non-discrimination statement, credit to SNAP as a funding source, and a brief message about how SNAP can help provide a healthy diet and how to apply for benefits.
- Messages of nutrition education and obesity prevention are consistent with the Dietary Guidelines for Americans.

##### **Audits**

The LHJ must make State financial and program audits or reviews conducted by other entities available to the DOH, DSHS, USDA, or its designee.

##### **Monitoring expectations**

The LHJ's premises and records will be made available upon request to DOH, DSHS, and USDA staff for the purposes of observing nutrition education activities and reviewing for program and fiscal compliance. All non-capital equipment and reusable educational materials should be tracked in an inventory list and available for review upon request.

##### **Indirect Rate**

All indirect rates must be submitted and preapproved by DOH and the DOH SNAP-Ed program. The LHJ is responsible for ensuring that indirect costs included in the LHJ's SNAP-Ed plan are supported by an indirect cost agreement and/or cost allocation plan approved by the appropriate agency. The LHJ cannot bill indirect costs that are determined to be unacceptable and will be disallowed. Per DSHS, indirect rate costs cannot exceed 15%.

**Annual Civil Rights Training Requirement** (see FNS Instruction Number 113-1 Chapter XI) - <http://www.fns.usda.gov/sites/default/files/113-1.pdf> "Training is required so that people involved in all levels of administration of programs that receive Federal financial assistance understand civil rights related laws, regulations, procedures, and directives. The local governmental agency, Indian Tribal Organization or non-Governmental Agency must be responsible for training their subrecipients, including 'frontline staff.' 'Frontline staff' who interact with program applicants or participants, and those persons who supervise 'frontline staff' must be provided civil rights training on an annual basis."

##### **Records - Record Retention and Management-State Agency and All Sub-grantees 7CFR 272.2**

SNAP-Ed regulations require that all records be retained for six years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the sub-grantee level, but shall be available for review for six years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to SNAP.

**Travel**  
The LHJ is expected to comply with the Office of Financial Management's Travel Management Requirement and Restrictions as found in policy 10.10.  
<http://www.ofm.wa.gov/policy/10.htm>

**Amendments**  
Agencies must submit a request to DOH to amend a project plan and/or budget for prior approval whenever they wish to change the USDA-approved scope of activities and/or budget. All requests for amendments must be submitted no later April 1, 2017.

**\*Please Note:**

- No changes may be incorporated into the project plan until an amendment request is approved by DOH and/or USDA
- Any requests submitted after April 1, 2017 will NOT be approved.

**Overtime**  
Overtime is not billable in the DOH SNAP-Ed program unless it has been reviewed and preapproved by the state DOH SNAP-Ed program in advance and approved in writing.

**Budget Revisions**  
All changes to the budget must be preapproved in writing by DOH SNAP-Ed program.

**Special Funding Requirements**

Payment for deliverables as specified herein is dependent on receipt of funding from the USDA funding sources. In the event funding is not received, DOH is under no obligation to make payments for the deliverables as specified. If funding is reduced or limited in any way after the effective date of this contract and prior to normal completion DOH may terminate task(s), remove funds, or reallocate funds at DOH's discretion under new funding limitations and conditions. DOH will make payments only upon the receipt of the funding. DOH will notify the LHJ within seven (7) working days upon notice by the funding source of funding availability.

**Special Billing Requirements**

1. All invoices, billing and reimbursements must be in compliance with all applicable Federal laws, rules, regulations including the FFY17 SNAP-Ed Guidance and OMB circulars governing cost issues.
2. Total costs bill will not exceed the USDA-approved budget amount listed in the box below.
  - a. Bills must be for only SNAP-Ed specific activities, using a DOH A19-1A Invoice voucher
  - b. A SNAP-Ed specific A19-1A must be submitted to the LHJ's designated DOH SNAP-Ed contract manager within 30 days of the last day of the month for which the work is being billed, OR
  - c. LHJ may request preapproval to bill every two (2) months instead, in which case, that agency is required to adhere to the billing due dates listed in Task 5 (see above)
3. **NOTE:** In FFY17 the SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval. If for ANY reason a contractor is unable to submit the SNAP-Ed A-19-1A on the due date, the LHJ is required to submit a request for an exception to the DOH no later than seven (7) days prior to due date to the DOH SNAP-Ed program. The SNAP-Ed program reserves the right and responsibility to either approve or deny the request for an exception and will reply to the request.
4. Supporting documentation for each month must be submitted with each SNAP-Ed A19-1A.
  - a. At the very least this means a copy of an LHJ's financial expanded/detailed general ledger level report.
  - b. Additionally, all receipts, timecards and other supporting documentation, as noted by USDA, must be available upon request.

5. PLEASE NOTE: If an agency is a new SNAP-Ed contractor or has had a fiscal finding, or does not submit adequate and/or accurate backup documentation within the last year, all SNAP-Ed backup documentation must be submitted with each bill and this requirement will continue until further notice by DOH SNAP-Ed program.

| BUDGET |          |
|--------|----------|
| Source | Amount   |
| USDA   | \$79,905 |

**DOH Program Contact**  
Lindsey Surrell, SNAP-Ed Contract Manager  
Department of Health  
PO Box 47886  
Olympia WA 98504-7886  
[lindsey.surrell@doh.wa.gov](mailto:lindsey.surrell@doh.wa.gov)  
360-236-3708

Exhibit A  
Statement of Work  
Contract Term: 2015-2017

Local Health Jurisdiction Name: Pacific County Health & Human Services Department  
Contract Number: C17121

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2015

|   |  |   |
|---|--|---|
| <b>Funding Source</b><br><input checked="" type="checkbox"/> Federal Subrecipient<br><input type="checkbox"/> State<br><input type="checkbox"/> Other | <b>Federal Compliance (check if applicable)</b><br><input checked="" type="checkbox"/> FFATA (Transparency Act)<br><input type="checkbox"/> Research & Development | <b>Type of Payment</b><br><input checked="" type="checkbox"/> Reimbursement<br><input type="checkbox"/> Fixed Price |
|---|--|---|

SOW Type: Revision Revision # (for this SOW) 6

Period of Performance: January 1, 2015 through December 31, 2017

**Statement of Work Purpose:** The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

**Revision Purpose:** The purpose of this revision is to add FFY17 USDA Breastfeed Peer Counseling funds and a Special Requirement.

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|-----------------------|---------------------|---------------------|
| FFY15 USDA WIC NLS                      | 10.557 | 333.10.55         | 76210250          | 01/01/15 09/30/15             | 83,128                | 0                   | 83,128              |
| FFY16 USDA WIC NLS                      | 10.557 | 333.10.55         | 76210260          | 10/01/15 09/30/16             | 107,562               | 0                   | 107,562             |
| FFY17 USDA WIC NLS                      | 10.557 | 333.10.55         | 76210270          | 10/01/16 12/31/16             | 25,195                | 0                   | 25,195              |
| FFY15 USDA BREASTFEED PEER COUNSEL      | 10.557 | 333.10.55         | 76214250          | 01/01/15 09/30/16             | 14,607                | 0                   | 14,607              |
| FFY16 USDA BREASTFEED PEER COUNSEL      | 10.557 | 333.10.55         | 76214260          | 01/01/16 09/30/16             | 10,955                | 0                   | 10,955              |
| FFY17 USDA BREASTFEED PEER COUNSEL      | 10.557 | 333.10.55         | 76214270          | 10/01/16 09/30/17             | 0                     | 3,652               | 3,652               |
| <b>TOTALS</b>                           |        |                   |                   |                               | <b>241,447</b>        | <b>3,652</b>        | <b>245,099</b>      |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame | Payment Information and/or Amount        |
|-------------|--|--------------------------------------|--|---------------------|--|
| <b>1</b>    | <b>WIC Nutrition Program</b>   |                                      |  |                     | See "Special Billing Requirements" below |
| 1.1         | Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at the state WIC office.<br><br>The Department of Health (DOH) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: | 7.2                                  | Outcomes based on monthly participation data from state WIC caseload management reports. |                     |  |

| Task Number | Task/Activity/Description  | *May Support PHAB Standards/Measures | Deliverables/Outcomes  | Due Date/Time Frame  | Payment Information and/or Amount             |
|-------------|--|--------------------------------------|--|--|---|
|             | <ol style="list-style-type: none"> <li>1. Unanticipated funding situations occur.</li> <li>2. Reallocations are necessary to redistribute caseload statewide.</li> </ol> <p><b>Authorized participating caseload for January 2015 through December 2017 = 490</b></p> <p><b>Authorized participating caseload for January 2016 through December 2017 = 460</b></p> |                                      |  |  |   |
| 1.2         | Submit the annual Nutrition Education Plan for each year of the Contract.  | 9.2                                  | Nutrition Education Plan   | First year due 03/31/15<br>Second year due 03/31/16<br>Third year due 03/31/17                     | Payment withheld if not received by due date. |
| 1.3         | Submit the annual Nutrition Services Expenditure Report for each year of the Contract.   | 11.2                                 | Nutrition Services Expenditure Report                            | First year due 11/30/15<br>Second year due 11/30/16<br>Third year due 11/30/17                     | Payment withheld if not received by due date. |
| 1.4         | Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.   | 3.1                                  | Documentation must be available for review by WIC monitor staff. | Biennial WIC monitor   |   |
| 1.5         | Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.  | 3.1                                  | Documentation must be available for review by WIC monitor staff. | Biennial WIC monitor   |   |
| 1.6         | Issue WIC checks while assuring adequate check security and reconciliation.  | 11.2                                 | Documentation must be available for review by WIC monitor staff. | Biennial WIC monitor   |   |
| 1.7         | Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).  | 7.1                                  | Documentation must be available for review by WIC monitor staff. | Biennial WIC monitor   |   |
| 1.8a        | Submit WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.  | 11.2                                 | Budget Workbook  | First year due 09/30/15<br>Second year due 09/30/16<br>Third year due 09/30/17                     |   |
| 1.8b        | Revise and submit WIC Budget Workbook mid-year for each year of the contract.  | 11.2                                 | Revised Budget Workbook  | Mid-year revision due 04/30/15<br>Mid-year revision due 04/30/16<br>Mid-year revision due 04/30/17 |   |

| Task Number | Task/Activity/Description   | *May Support PHAB Standards/Measures | Deliverables/Outcomes   | Due Date/Time Frame  | Payment Information and/or Amount        |
|-------------|---|--------------------------------------|---|--|--|
| <b>2</b>    | <b>Breastfeeding Promotion</b>  |                                      |   |  | See "Special Billing Requirements" below |
| 2.1         | Provide breastfeeding promotion and support activities in accordance with federal and state requirements  | 3.1                                  | Status report of chosen activities in Nutrition Education Plan.<br><br>Documentation must be available for review by WIC monitor staff.                                     | First year due 03/31/15<br>Second year due 03/31/16<br>Third year due 03/31/17<br><br>Biennial WIC monitor |  |
| 2.2         | Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> <li>▪ Change worksite policies of employers who likely employ low income women</li> <li>▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women</li> <li>▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates</li> <li>▪ Provide clients access to lactation consultants</li> <li>▪ Provide staff and community partners breastfeeding training</li> </ul> Other projects will need pre-approval from the State WIC Office. | 4.2                                  | Status report of chosen activities in Nutrition Education Plan.<br><br>Documentation must be available for review by WIC monitor staff.                                     | First year due 03/31/15<br>Second year due 03/31/16<br>Third year due 03/31/17<br><br>Biennial WIC monitor |  |
| <b>3</b>    | <b>Breastfeeding Peer Counseling Program</b>  | 3.1                                  |   |  | See "Special Billing Requirements" below |
| 3.1         | Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.   |                                      | Breastfeeding Peer Counseling Annual Report and expenditures from the previous federal fiscal year.<br><br>Documentation must be available for review by WIC monitor staff. | First year due 12/31/15<br>Second year due 12/31/16<br>Third year due 12/31/17<br><br>Biennial WIC monitor |  |
| 3.2         | Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.  |                                      | Documentation must be available for review by WIC monitor staff   | Biennial WIC monitor   |  |

**\*For Information Only:** Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number. Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Manual, Handbook, Policy References:**

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, FNS 7CFR Part 246, 3016, 3017 and 3018
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the Contract

**Staffing Requirements:**

The LHJ must:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine client eligibility, prescribe an appropriate food package and offer nutrition education based on the clients' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk clients, to include development of a high risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The breastfeeding coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

**Restrictions on Funds:**

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs.

**Special References (RCWs, WACs):**

What is the WIC program?

(1) The WIC program in the state of Washington is administered by DOH.

(2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.

(3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:

- (a) High quality nutrition services;
- (b) Consistent application of policies and procedures for eligibility determination;
- (c) Consistent application of policies and procedures for food benefit issuance and delivery; and
- (d) WIC program compliance.

(4) The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.

(5) The WIC program may impose sanctions against WIC clients for not following WIC program rules stated on the WIC rights and responsibilities.

(6) The WIC program may impose monetary penalties against persons who misuse WIC checks or WIC food but who are not WIC clients.

**Monitoring Visits:**

Program and fiscal monitoring are done on a Biennial (every two years) basis, and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- 1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- 2) Program requirements
- 3) Nutrition education
- 4) All financial records

**Assurances/Certifications:**

**1. Computer Equipment Loaned by the DOH WIC Nutrition Program**

In order to perform WIC program activities, DOH requires computers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by DOH, and loaned to the local agency (LHJ). The Loaned Equipment is supported by DOH. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by DOH. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and DOH updates the inventory. A copy of the Transfer Form will be provided to the LHJ. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless DOH or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation.

DOH may enforce this by:

- 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
- 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by DOH), or
- 3) Assertion of a lien against the LHJ's property.

The Department recommends LHJs carry insurance against possible loss or theft.

**2. Civil Rights Assurance**

The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance:

- a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
- b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

**3. 7CFR Parts 3016, 3017, 3018**

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

**Special Billing Requirements:**

**1. Definitions**

**Contract Period:** January 1, 2015-December 31, 2017

**Contract Budget Period:** The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2015 through September 30, 2015;  
 October 1, 2015 through September 30, 2016;  
 October 1, 2016 through September 30, 2017;  
 October 1, 2017 through December 31, 2017.

**2. Billing Information**

- a. Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.
- b. A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.
- c. Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).
- d. Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.
- e. Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.

- f. Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**Special Instructions:**  
The LHJ shall:

- 1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- 2) Provide, as necessary, a single audit in accordance with the provisions of OMB Circular A-133. This circular requires the LHJ to have a single audit performed should LHJ spend \$750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.
- 3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

**Special Requirements:**

| Contract Funding Period     | Time Period Special Requirement Funds Available? | Amount   | Description of Special Requirements  |
|-----------------------------|--|----------|--|
| January 2015-September 2015 | January 2015-September 2015                      | \$10,955 | Added in the WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.  |
| January 2015-September 2015 | January 2015-September 2015                      | \$2,750  | A total of \$2,750 is added in the FFY15 USDA/WIC Base Funding category to be used to send staff to WIC specific trainings.  |
| October 2015-September 2016 | October 2015-December 2015                       | \$3,652  | A total of \$3,652 is added for October 2015 through December 2015 in the FFY15 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program. |
| October 2015-September 2016 | January 2016-September 2016                      | \$10,955 | Added in the FFY16 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.  |
| October 2015-September 2016 | January 2016-September 2016                      | \$4,000  | Added in the USDA/WIC Nutrition and Local Support Other category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This does not include out of state trainings.                                     |
| October 2015-September 2016 | October 2015-September 2016                      | \$1,335  | Added in the USDA/WIC Nutrition and Local Support Other category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This does not include out of state trainings.                                     |
| October 2016-September 2017 | October 2016-December 2016                       | \$3,652  | Added in the WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program   |

**Other**

Any program requirements that are not followed may be subject to corrective action, and may result in monetary fines, repayment of funds, or withholding of Contract payment.

**DOH Program Contact**

Barbara A. Krogstad, RDN

WIC Nutrition Program

PO Box 47886, Olympia, WA 98504-7886

[Barbara.Krogstad@doh.wa.gov](mailto:Barbara.Krogstad@doh.wa.gov) 360-236-3711 or 1-800-841-1410 x 3711

**DOH Fiscal Contact**

Kim Henderson, Fiscal Analyst

WIC Nutrition Program

PO Box 47886, Olympia, WA 98504-7886

[Kim.Henderson@doh.wa.gov](mailto:Kim.Henderson@doh.wa.gov) 360-236-3491

**EXHIBIT B-9  
ALLOCATIONS  
Contract Term: 2015-2017**

Contract Number: C17121  
Date: July 15, 2016

Pacific County Health & Human Services Department

Indirect Rate as of January 2015: 22.97%

| Chart of Accounts Program Title     | Federal Award Identification # | Amend #      | CFDA* Code** | BARS Revenue | Statement of Work Funding Period Start Date End Date | DOH Use Only Chart of Accounts Funding Period Start Date End Date | Amount     | Funding Period Sub Total | Chart of Accounts Total |
|-------------------------------------|--------------------------------|--------------|--------------|--------------|--|---|------------|--------------------------|-------------------------|
|                                     |                                |              |              |              |  |   |            |                          |                         |
| FFY17 USDA Breastfeed Peer Counsel  | NGA Not Received               | Amend 9      | 10.557       | 333.10.55    | 10/01/16 09/30/17                                    | 10/01/16 09/30/18   | \$3,652    | \$3,652                  | \$29,214                |
| FFY16 USDA Breastfeed Peer Counsel  | 7WA700WA1                      | Amend 5      | 10.557       | 333.10.55    | 01/01/16 09/30/16                                    | 10/01/15 09/30/17   | \$10,955   | \$10,955                 |                         |
| FFY15 USDA Breastfeed Peer Counsel  | 15157WAWA1W5003                | Amend 4      | 10.557       | 333.10.55    | 01/01/15 09/30/16                                    | 10/01/14 09/30/16   | \$3,652    | \$14,607                 |                         |
| FFY15 USDA Breastfeed Peer Counsel  | 15157WAWA1W5003                | N/A, Amend 4 | 10.557       | 333.10.55    | 01/01/15 09/30/16                                    | 10/01/14 09/30/16   | \$10,955   | \$10,955                 |                         |
| FFY17 USDA WIC NLS                  | NGA Not Received               | Amend 5      | 10.557       | 333.10.55    | 10/01/16 12/31/16                                    | 10/01/16 12/31/16   | (\$1,448)  | \$25,195                 | \$215,885               |
| FFY17 USDA WIC NLS                  | NGA Not Received               | N/A          | 10.557       | 333.10.55    | 10/01/16 12/31/16                                    | 10/01/16 12/31/16   | \$26,643   |                          |                         |
| FFY16 USDA WIC NLS                  | 7WA700WA7                      | Amend 7      | 10.557       | 333.10.55    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | \$1,335    | \$107,562                |                         |
| FFY16 USDA WIC NLS                  | 7WA700WA7                      | Amend 6      | 10.557       | 333.10.55    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | \$4,000    |                          |                         |
| FFY16 USDA WIC NLS                  | 7WA700WA7                      | Amend 5      | 10.557       | 333.10.55    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | (\$4,343)  |                          |                         |
| FFY16 USDA WIC NLS                  | 7WA700WA7                      | N/A          | 10.557       | 333.10.55    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | \$106,570  |                          |                         |
| FFY16 USDA WIC NLS                  | 7WA700WA7                      | Amend 2      | 10.557       | 333.10.55    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | \$3,200    | \$83,128                 |                         |
| FFY15 USDA WIC NLS                  | 15157WAWA7W1003                | N/A          | 10.557       | 333.10.55    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | \$79,928   |                          |                         |
| FFY15 USDA WIC NLS                  | 15157WAWA7W1003                | N/A          | 10.557       | 333.10.55    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | \$79,928   |                          |                         |
| FFY17 DSHS SNAP-Ed IAR              | NGA Not Received               | Amend 9      | 10.561       | 333.10.56    | 10/01/16 09/30/17                                    | 10/01/16 09/30/17   | \$79,905   | \$79,905                 | \$271,129               |
| FFY16 DSHS SNAP-Ed IAR              | 16167WAWA5Q390                 | Amend 7      | 10.561       | 333.10.56    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | \$10,000   | \$98,276                 |                         |
| FFY16 DSHS SNAP-Ed IAR              | 16167WAWA5Q390                 | Amend 4      | 10.561       | 333.10.56    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | \$88,276   |                          |                         |
| FFY16 DSHS SNAP-Ed IAR              | 16167WAWA5Q390                 | Amend 7      | 10.561       | 333.10.56    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | (\$10,000) | \$19,425                 |                         |
| FFY15 DSHS SNAP-Ed IAR Carryforward | 16167WAWA5Q390                 | Amend 4      | 10.561       | 333.10.56    | 10/01/15 09/30/16                                    | 10/01/15 09/30/16   | \$29,425   |                          |                         |
| FFY15 DSHS SNAP-Ed IAR Carryforward | 16167WAWA5Q390                 | Amend 1      | 10.561       | 333.10.56    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | \$70,058   | \$70,058                 |                         |
| FFY15 DSHS SNAP-Ed IAR              | 15157WAWA5S7504                | Amend 2      | 10.561       | 333.10.56    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | (\$19,888) | \$3,465                  |                         |
| FFY14 DSHS SNAP-Ed IAR Carryforward | 14147WAWA5S7503                | Amend 1      | 10.561       | 333.10.56    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | \$23,353   |                          |                         |
| FFY14 DSHS SNAP-Ed IAR Carryforward | 14147WAWA5S7503                | Amend 1      | 10.561       | 333.10.56    | 01/01/15 09/30/15                                    | 10/01/14 09/30/15   | \$23,353   |                          |                         |
| FFY14 EPR LHJ Funding               | U90TP000559                    | Amend 2      | 93.069       | 333.93.06    | 01/01/15 06/30/15                                    | 07/01/14 06/30/15   | \$10,130   | \$43,097                 | \$43,097                |
| FFY14 EPR LHJ Funding               | U90TP000559                    | N/A          | 93.069       | 333.93.06    | 01/01/15 06/30/15                                    | 07/01/14 06/30/15   | \$32,967   |                          |                         |
| FFY16 EPR PHEP BP5 LHJ Funding      | U90TP000559                    | Amend 9      | 93.069       | 333.93.06    | 07/01/16 06/30/17                                    | 07/01/16 06/30/17   | \$25,622   | \$25,622                 | \$91,556                |
| FFY15 EPR PHEP BP4 LHJ Funding      | U90TP000559                    | Amend 4      | 93.069       | 333.93.06    | 07/01/15 06/30/16                                    | 07/01/15 06/30/16   | \$65,934   | \$65,934                 |                         |
| FFY16 Family Planning-TitleX        | FPHPA106023                    | Amend 5      | 93.217       | 333.93.21    | 01/01/16 12/30/16                                    | 12/31/15 12/30/16   | \$4,958    | \$4,958                  | \$4,958                 |
| YR4 Title X Fed (2012-2016)         | FPHPA106023                    | N/A          | 93.217       | 333.93.21    | 01/01/15 12/30/15                                    | 12/31/14 12/30/15   | \$8,010    | \$8,010                  | \$8,010                 |
| FFY15 Suicide Prevention Works      | SM061734                       | Amend 8      | 93.243       | 333.93.24    | 01/01/16 09/29/16                                    | 09/30/15 09/29/16   | \$55,999   | \$99,999                 | \$99,999                |
| FFY15 Suicide Prevention Works      | SM061734                       | Amend 6      | 93.243       | 333.93.24    | 01/01/16 09/29/16                                    | 09/30/15 09/29/16   | \$44,000   |                          |                         |
| FFY16 317 Ops                       | H23IP000762                    | Amend 5      | 93.268       | 333.93.26    | 01/01/16 12/31/16                                    | 01/01/16 12/31/16   | \$1,610    | \$1,610                  | \$3,644                 |
| FFY15 317 Ops                       | H23IP000762                    | N/A          | 93.268       | 333.93.26    | 01/01/15 12/31/15                                    | 01/01/15 12/31/15   | \$2,034    | \$2,034                  |                         |
| FFY16 AFIX                          | H23IP000762                    | Amend 5      | 93.268       | 333.93.26    | 01/01/16 12/31/16                                    | 01/01/16 12/31/16   | \$5,959    | \$5,959                  | \$14,238                |
| FFY15 AFIX                          | H23IP000762                    | N/A          | 93.268       | 333.93.26    | 01/01/15 12/31/15                                    | 01/01/15 12/31/15   | \$8,279    | \$8,279                  |                         |

**EXHIBIT B-9  
ALLOCATIONS  
Contract Term: 2015-2017**

Contract Number: C17121  
Date: July 15, 2016

Pacific County Health & Human Services Department

Indirect Rate as of January 2015: 22.97%

| Chart of Accounts Program Title            | Federal Award Identification # | Amend # | CFDA*  | BARS Revenue Code** | Statement of Work |          | DOH Use Only |          | Amount    | Funding Period Sub Total | Chart of Accounts Total |
|--|--------------------------------|---------|--------|---------------------|-------------------|----------|--------------|----------|-----------|--------------------------|-------------------------|
|  |                                |         |        |                     | Start Date        | End Date | Start Date   | End Date |           |                          |                         |
| FFY16 VFC Ops                              | H23IP000762                    | Amend 5 | 93.268 | 333.93.26           | 01/01/16          | 12/31/16 | 01/01/16     | 12/31/16 | \$1,104   | \$1,104                  | \$2,985                 |
| FFY15 VFC Ops                              | H23IP000762                    | N/A     | 93.268 | 333.93.26           | 01/01/15          | 12/31/15 | 01/01/15     | 12/31/15 | \$1,881   | \$1,881                  | \$3,789                 |
| FFY16 VFC Ordering                         | H23IP000762                    | Amend 5 | 93.268 | 333.93.26           | 01/01/16          | 12/31/16 | 01/01/16     | 12/31/16 | \$1,866   | \$1,866                  | \$1,316                 |
| FFY15 VFC Ordering                         | H23IP000762                    | N/A     | 93.268 | 333.93.26           | 01/01/15          | 12/31/15 | 01/01/15     | 12/31/15 | \$1,923   | \$1,923                  | \$28,260                |
| FFY14 Enhance IIS and VTrckS               | H23IP000922                    | Amend 5 | 93.733 | 333.93.73           | 12/01/15          | 08/31/16 | 09/30/14     | 09/29/16 | \$34      | \$28,260                 | \$75,268                |
| FFY15 MCHBG CBP ConCon                     | B04MC28134                     | Amend 3 | 93.994 | 333.93.99           | 01/01/15          | 09/30/15 | 10/01/14     | 09/30/15 | \$28,226  | \$6,383                  | \$12,766                |
| FFY15 MCHBG CBP ConCon                     | B04MC28134                     | N/A     | 93.994 | 333.93.99           | 01/01/15          | 09/30/15 | 10/01/14     | 09/30/15 | \$37,634  | \$6,383                  | \$11,503                |
| FFY17 MCHBG LHJ & Other Contracts          | NGA Not Received               | Amend 9 | 93.994 | 333.93.99           | 10/01/16          | 09/30/17 | 10/01/16     | 09/30/17 | \$37,634  | \$11,503                 | \$10,588                |
| FFY16 MCHBG LHJ & Other Contracts          | B04MC29364                     | Amend 4 | 93.994 | 333.93.99           | 10/01/15          | 09/30/16 | 10/01/15     | 09/30/16 | \$37,634  | \$10,834                 | \$6,200                 |
| SFY17 Family Planning Cost Share           |                                | Amend 5 | N/A    | 334.04.91           | 07/01/16          | 12/31/16 | 07/01/16     | 06/30/17 | \$6,383   | \$2,400                  | \$2,400                 |
| SFY16 Family Planning Cost Share           |                                | Amend 5 | N/A    | 334.04.91           | 01/01/16          | 06/30/16 | 07/01/15     | 06/30/16 | \$6,383   | \$2,400                  | \$1,400                 |
| FY15 Title X State (2015 Cost Share)       |                                | Amend 1 | N/A    | 334.04.91           | 01/01/15          | 06/30/15 | 01/01/15     | 06/30/15 | \$669     | \$10,588                 | \$934,405               |
| FY15 Title X State (2015 Cost Share)       |                                | N/A     | N/A    | 334.04.91           | 01/01/15          | 06/30/15 | 01/01/15     | 06/30/15 | \$10,834  | \$10,588                 | \$934,405               |
| TBD [FY16 Title X State (2015 Cost Share)] |                                | N/A     | N/A    | 334.04.91           | 07/01/15          | 12/31/15 | 07/01/15     | 12/31/15 | \$10,588  | \$2,400                  | \$2,400                 |
| Rec Shellfish / Biotoxin                   |                                | Amend 8 | N/A    | 334.04.93           | 07/01/16          | 06/30/17 | 07/01/15     | 06/30/17 | \$2,400   | \$2,400                  | \$1,400                 |
| Rec Shellfish / Biotoxin                   |                                | Amend 4 | N/A    | 334.04.93           | 07/01/15          | 06/30/16 | 07/01/15     | 06/30/17 | \$2,400   | \$1,400                  | \$934,405               |
| Rec Shellfish / Biotoxin (PSAA)            |                                | N/A     | N/A    | 334.04.93           | 01/01/15          | 06/30/15 | 07/01/13     | 06/30/15 | \$1,400   | \$934,405                | \$934,405               |
| <b>TOTAL</b>                               |                                |         |        |                     |                   |          |              |          | \$934,405 | \$934,405                | \$893,348               |
| <b>Total consideration:</b>                |                                |         |        |                     |                   |          |              |          | \$787,592 | \$146,813                | \$41,057                |
| <b>GRAND TOTAL</b>                         |                                |         |        |                     |                   |          |              |          | \$934,405 | \$934,405                | \$41,057                |

\*Catalog of Federal Domestic Assistance  
\*\*Federal revenue codes begin with "333". State revenue codes begin with "334".

# Exhibit C-9 Schedule of Federal Awards

AMENDMENT #9

Date: July 15, 2016

PACIFIC COUNTY HEALTH DEPT - SWW0007195-11  
 CONTRACT C17121 - Pacific County Health & Human Services Department  
 CONTRACT PERIOD 1/1/2015-12/31/2017

| Chart of Accounts Program Title     | BARS      | DOH Federal Award Date | Total Amt Federal Award | Allocation Period Start Date | Allocation Period End Date | Contract Amt | CFDA   | CFDA Program Title   | Federal Agency Name  | Federal Award Identification Number | Federal Grant Award Name                                      |
|-------------------------------------|-----------|------------------------|-------------------------|------------------------------|----------------------------|--------------|--------|--|--|-------------------------------------|---|
| FFY17 USDA WIC NLS                  | 333.10.55 | NGA Not Received       | NGA Not Received        | 10/01/16                     | 12/31/16                   | \$25,195     | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children                | Department of Agriculture Food and Nutrition Service                               | NGA Not Received                    | NGA Not Received  |
| FFY17 USDA BREAStFEED PEER COUNSEL  | 333.10.55 | NGA Not Received       | NGA Not Received        | 10/01/16                     | 09/30/17                   | \$3,652      | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children                | Department of Agriculture Food and Nutrition Service                               | NGA Not Received                    | NGA Not Received  |
| FFY16 USDA WIC NLS                  | 333.10.55 | 10/01/15               | \$8,877,032             | 10/01/15                     | 09/30/16                   | \$107,562    | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children                | Department of Agriculture Food and Nutrition Service                               | 7WA700WA7                           | WOMEN, INFANTS AND CHILDREN                                   |
| FFY16 USDA BREAStFEED PEER COUNSEL  | 333.10.55 | 10/01/15               | \$1,383,343             | 01/01/16                     | 09/30/16                   | \$10,955     | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children                | Department of Agriculture Food and Nutrition Service                               | 7WA700WA1                           | WIC BREAStFEED PEER COUNSELOR                                 |
| FFY15 USDA WIC NLS                  | 333.10.55 | 10/07/14               | \$15,498,793            | 01/01/15                     | 09/30/15                   | \$83,128     | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children                | Department of Agriculture Food and Nutrition Service                               | 15157WAWA7W1003                     | FFY15 WIC ADMINISTRATION                                      |
| FFY15 USDA BREAStFEED PEER COUNSEL  | 333.10.55 | 04/30/15               | \$1,383,343             | 01/01/15                     | 09/30/16                   | \$14,607     | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children                | Department of Agriculture Food and Nutrition Service                               | 15157WAWA1W5003                     | FFY15 USDA WIC BREAStFEED PEER COUNSELING                     |
| FFY17 DSHS SNAP-ED IAR              | 333.10.56 | NGA Not Received       | NGA Not Received        | 10/01/16                     | 09/30/17                   | \$79,905     | 10.561 | State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | Department of Agriculture Food and Nutrition Service                               | NGA Not Received                    | NGA Not Received  |
| FFY16 DSHS SNAP-ED IAR              | 333.10.56 | 09/30/15               | \$4,012,002             | 10/01/15                     | 09/30/16                   | \$98,276     | 10.561 | State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | Department of Agriculture Food and Nutrition Service                               | 16167WAWA5Q390                      | Supplemental Nutrition Assistance Program Education (SNAP-Ed) |
| FFY15 DSHS SNAP-ED IAR CARRYFORWARD | 333.10.56 | 09/30/15               | \$819,484               | 10/01/15                     | 09/30/16                   | \$19,425     | 10.561 | State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | Department of Agriculture Food and Nutrition Service                               | 16167WAWA5Q390                      | Supplemental Nutrition Assistance Program Education (SNAP-Ed) |
| FFY15 DSHS SNAP-ED IAR              | 333.10.56 | 09/29/14               | \$2,870,126             | 01/01/15                     | 09/30/15                   | \$70,058     | 10.561 | State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | Department of Agriculture Food and Nutrition Service                               | 15157WAWA5S7504                     | Supplemental Nutrition Assistance Program Education (SNAP-Ed) |
| FFY14 DSHS SNAP-ED IAR CARRYFORWARD | 333.10.56 | 09/29/14               | \$1,114,721             | 01/01/15                     | 09/30/15                   | \$3,465      | 10.561 | State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | Department of Agriculture Food and Nutrition Service                               | 14147WAWA5S7503                     | Supplemental Nutrition Assistance Program Education (SNAP-Ed) |
| FFY16 EPR PHEP BP5 LHJ FUNDING      | 333.93.06 | 06/23/16               | \$10,222,879            | 07/01/16                     | 06/30/17                   | \$25,622     | 93.069 | Public Health Emergency Preparedness   | Department of Health and Human Services Centers for Disease Control and Prevention | U90TP000559                         | TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS                 |
| FFY15 EPR PHEP BP4 LHJ FUNDING      | 333.93.06 | 06/26/15               | \$12,132,694            | 07/01/15                     | 06/30/16                   | \$65,934     | 93.069 | Public Health Emergency Preparedness   | Department of Health and Human Services Centers for Disease Control and Prevention | U90TP000559                         | TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS                 |
| FFY14 EPR LHJ FUNDING               | 333.93.06 | 06/30/14               | \$12,663,227            | 01/01/15                     | 06/30/15                   | \$43,097     | 93.069 | Public Health Emergency Preparedness   | Department of Health and Human Services Centers for Disease Control and Prevention | U90TP000559                         | TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS                 |
| YR4 TITLE X FED (2012-2016)         | 333.93.21 | 12/12/13               | \$5,687,200             | 01/01/15                     | 12/30/15                   | \$8,010      | 93.217 | Family Planning_Services   | Department of Health and Human Services Office of Population Affairs               | FPHPA106023                         | TITLE X FAMILY PLANNING SERVICES GRANT                        |

# Exhibit C-9 Schedule of Federal Awards

AMENDMENT #9

Date: July 15, 2016

PACIFIC COUNTY HEALTH DEPT - SWV0007185-11  
 CONTRACT C17121 - Pacific County Health & Human Services Department  
 CONTRACT PERIOD 1/1/2015-12/31/2017

| Chart of Accounts Program Title   | BARS      | DOH Federal Award Date | Total Federal Award | Allocation Start Date | Allocation End Date | Contract Amt | CFDA   | CFDA Program Title  | Federal Agency Name   | Federal Award Identification Number | Federal Grant Award Name   |
|-----------------------------------|-----------|------------------------|---------------------|-----------------------|---------------------|--------------|--------|---|---|-------------------------------------|--|
| FFY16 FAMILY PLANNING-TITLE X     | 333.93.21 | 12/12/13               | \$11,453,200        | 01/01/16              | 12/30/16            | \$4,958      | 93.217 | Family Planning Services  | Department of Health and Human Services Office of Population Affairs                              | FPHPA106023                         | TITLE X FAMILY PLANNING SERVICES GRANT   |
| FFY15 SUICIDE PREVENTION WORKS    | 333.93.24 | 07/01/15               | \$735,812           | 01/01/16              | 09/29/16            | \$99,999     | 93.243 | Substance Abuse and Mental Health Services Projects of Regional and National Significance                             | Department of Health and Human Services Substance Abuse and Mental Health Services Administration | SM061734                            | SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES_PROJECTS OF REGIONAL AND NATIONAL SIGNIFICANCE                                |
| FFY16 VFC ORDERING                | 333.93.26 | 01/19/16               | \$3,991,784         | 01/01/16              | 12/31/16            | \$1,866      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY16 VFC OPS                     | 333.93.26 | 01/19/16               | \$3,991,784         | 01/01/16              | 12/31/16            | \$1,104      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY16 AFIX                        | 333.93.26 | 01/19/16               | \$3,991,784         | 01/01/16              | 12/31/16            | \$5,959      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY16 317 OPS                     | 333.93.26 | 01/19/16               | \$3,991,784         | 01/01/16              | 12/31/16            | \$1,610      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY15 VFC ORDERING                | 333.93.26 | 12/17/14               | \$3,437,046         | 01/01/15              | 12/31/15            | \$1,923      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY15 VFC OPS                     | 333.93.26 | 12/17/14               | \$3,437,046         | 01/01/15              | 12/31/15            | \$1,881      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY15 AFIX                        | 333.93.26 | 12/17/14               | \$3,437,046         | 01/01/15              | 12/31/15            | \$8,279      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY15 317 OPS                     | 333.93.26 | 12/17/14               | \$3,437,046         | 01/01/15              | 12/31/15            | \$2,034      | 93.288 | Immunization Cooperative Agreements   | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000762                         | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM   |
| FFY14 ENHANCE IIS AND VTRCKS      | 333.93.73 | 09/16/14               | \$700,000           | 12/01/15              | 08/31/16            | \$1,316      | 93.733 | Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part | Department of Health and Human Services Centers for Disease Control and Prevention                | H231P000922                         | PPHF 2014: IMMUNIZATION ENHANCE AN IMMUNIZATION INFORMATION SYSTEM (IIS) TO INTERFACE WITH CDC'S VTRCKS VACCINE ORDERING |
| FFY17 MCHBG LHJ & OTHER CONTRACTS | 333.93.99 | NGA Not Received       | NGA Not Received    | 10/01/16              | 09/30/17            | \$37,634     | 93.994 | Maternal and Child Health Services Block Grant to the States  | Department of Health and Human Services Health Resources and Services Administration              | NGA Not Received                    | NGA Not Received   |
| FFY16 MCHBG LHJ & OTHER CONTRACTS | 333.93.99 | 10/22/15               | \$1,739,609         | 10/01/15              | 09/30/16            | \$37,634     | 93.994 | Maternal and Child Health Services Block Grant to the States  | Department of Health and Human Services Health Resources and Services Administration              | B04MC29364                          | MATERNAL AND CHILD HEALTH SERVICES   |
| FFY15 MCHBG CBP CONCON            | 333.93.99 | 10/21/14               | \$8,846,149         | 01/01/15              | 09/30/15            | \$28,260     | 93.994 | Maternal and Child Health Services Block Grant to the States  | Department of Health and Human Services Health Resources and Services Administration              | B04MC28134                          | MATERNAL AND CHILD HEALTH SERVICES   |

TOTAL \$893,348



REQUESTED MEETING DATE:

09/27/16

### 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

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: 9/8/2016

NARRATIVE OF REQUEST

The Department is requesting the BOCC approve amendment #2 with the Washington State Department of Ecology for the On-Site Loan Program. The scope of work has been amended to include a task for on-site septic surveys. There are no changes to the overall budget.

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

Approve Amendment #2 to the Grant No. G1300057 with State of WA Department of Ecology and authorize Chair to sign

Name of Contractor: Department of Ecology

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
G1300057

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

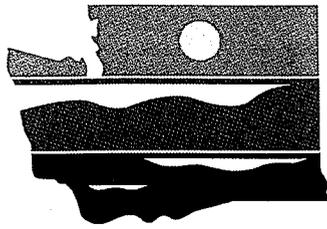
Will supplemental be required?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  Yes  No

AMOUNT OF MATCHING FUNDS:



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**AMENDMENT NO. 2**

TO

GRANT NO. G1300057

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PACIFIC COUNTY

**PURPOSE:** To amend the Agreement between the state of Washington Department of Ecology, hereinafter referred to as 'DEPARTMENT,' and the Pacific, hereinafter referred to as 'RECIPIENT,' for the Pacific County OSS Repair Program project. This amendment is needed to modify Part III. Project Budget, Part IV. Goals and Outcomes, and Part V. Scope of Work of the agreement.

IT IS MUTUALLY AGREED the agreement is amended as follows:

- 1) PART III. PROJECT BUDGET of the agreement as shown below is deleted:

| <b>Pacific County OSS Repair Program</b>  |                                     |                           |
|---|-------------------------------------|---------------------------|
| <b>TASKS/OBJECTS</b>  | <b>Total Eligible Project Costs</b> | <b>TOTAL GRANT AMOUNT</b> |
| 1. Project administration/management  | \$15,350                            | \$7,675                   |
| 2. Financial Assistance to Homeowners   | \$330,000                           | \$165,000                 |
| Total   | \$345,350                           | \$172,675                 |
| *The DEPARTMENT'S Fiscal Office will track to the total GRANT amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval. |                                     |                           |
| Other Funders:  |                                     |                           |
| Pacific County  |                                     | \$7,675                   |
| Craft3  |                                     | \$165,000                 |

A new PART III. PROJECT BUDGET is added as shown below:

| <b>Pacific County OSS Repair Program</b>  |                              |                    |
|---|------------------------------|--------------------|
| TASKS/OBJECTS   | Total Eligible Project Costs | TOTAL GRANT AMOUNT |
| 2. Project administration/management  | \$14,550                     | \$7,675            |
| 3. Financial Assistance to Homeowners   | \$330,000                    | \$165,000          |
| 4. On-site Septic Surveys   | \$800.00                     | \$0                |
| Total   | \$345,350                    | \$172,675          |
| *The DEPARTMENT'S Fiscal Office will track to the total GRANT amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval. |                              |                    |
| Other Funders:  |                              |                    |
| Pacific County  |                              | \$7,675            |
| Craft3  |                              | \$165,000          |

2) PART IV. Project Goals and Outcomes, Section B—Water Quality and Environmental Outcomes of the agreement is amended to read as follows:

B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project. Please include types and amounts of BMPs that will be installed, and the water quality parameters addressed and improvements to these parameters that will occur as a result of the project.

1. Provide loans (or grants) to 15 homeowners during the project, improving local ground and surface water quality.
2. Identify water quality problem areas in the project area through annual sanitary surveys.

3) PART V. Scope of Work is amended to add a new task:

**Task 5: On-site Septic Sanitary Surveys**

A. *The RECIPIENT will conduct on-site sanitary surveys throughout Pacific County. The RECIPIENT will conduct the surveys in either pre-identified areas where the RECIPIENT has received complaints or in randomly selected areas where on-site septic systems are located.*

*Required Performance:*

1. *The RECIPIENT will perform at least one on-site septic sanitary survey.*
2. *The RECIPIENT will provide a report to the DEPARTMENT after each survey.*

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

State of Washington Department of Ecology  
Grant No. G1300057, Amendment 2  
Pacific County

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective on June 1, 2016.

**State of Washington**  
**Department of Ecology**  
**By**

**Pacific County**  
**By**

| <i>Signature</i>                                     | <i>Date</i> | <i>Signature</i>     | <i>Date</i> |
|--|-------------|----------------------|-------------|
| Heather R. Bartlett<br>Water Quality Program Manager |             | Frank Wolfe<br>Chair |             |

Approved as to form only.  
Assistant Attorney General



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:  
9/13/2016

### AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD  |   |   |  |
|--|---|---|--|
|  |   | Agenda Item #: <u>5</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 Guemsey, Clerk of the Board  | PHONE / EXT:              |
| SIGNATURE:  | DATE: 8/25/2016           |
| NARRATIVE OF REQUEST  |                           |
| RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u>  |                           |
| Confirm Special Event Application from Tim Martindale for the 3rd Annual BBQ for Sheriff's Office employees and their families, that was held Saturday, August 28, 2016 |                           |

## Special Event Application

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

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

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

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

**PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: PCSO BBQ
2. Description of event: 3<sup>RD</sup> Annual BBQ For employees and their families.
3. Location of event: Courthouse Parking Lot
4. Dates of event: Aug 28<sup>th</sup>, 2010 Hours of operation: 2PM - 4PM
5. Has the event been held previously? YES Dates: Aug '14 ; Aug '15
6. Estimated attendance: 30
7. Name and address of Event Representative: Tim Martindale JR.  
523 Ostman Rd. Raymond WA 98577
- Cell Phone Number: 360 875-1050 Office Number: 360 875-9300 x 2538
8. Emergency contact name and phone number: SAME

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

**WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION**

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

**SWORN STATEMENT OF COMPLIANCE**

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

*Tim Martindale Jr.*      8-25-10  
Signature of Applicant/Representative      Date

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

- Name: Tim Martindale Jr Contact #: 360-875-1050  
Name: \_\_\_\_\_ Contact #: \_\_\_\_\_  
Name: \_\_\_\_\_ Contact #: \_\_\_\_\_  
Name: \_\_\_\_\_ Contact #: \_\_\_\_\_



REQUESTED MEETING DATE:

9/13/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

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

Review  Clerk of the Board

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): Boards/Commissions

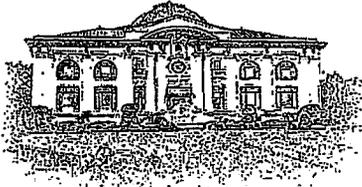
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board PHONE / EXT:

SIGNATURE:  DATE: 9/2/2016

NARRATIVE OF REQUEST

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

Confirm Special Event Application from William Weiss for use of the Rotunda for a wedding that was held September 3, 2016



# Pacific County COMMISSIONERS

Steve Rogers, District #1  
Frank Wolfe, District #2  
Lisa Ayers, District #3

## EVENT DETAILS

Courthouse  
 Facilities Requested  Rotunda  Pond Area  Front Lawn

Date(s) Requested (mm/dd/yyyy): 9-3-14 5 PM

Event Begin Time 5:00  AM  PM    Event End Time 6:00  AM  PM

Set Up Begin Time 4:00  AM  PM    Cleanup End Time 6:00  AM  PM

What type of event? (check all that apply)

Wedding     Performance     Exhibit    Other  (please indicate event type)

Estimated number of attendees 75

What activities are you planning at your event? (please be specific)

WEDDING CEREMONY

## READ & SIGN

The information we ask for is critical to assist you appropriately; therefore, only complete applications will be accepted. Submitting an application does not mean your event is confirmed. Applications are evaluated based on the nature and size of an event, activities being planned, time and space availability, equipment involved, time needed for set up and cleanup, laws and other factors. It is to your advantage to submit this form as soon as possible, as spaces are scheduled on a first come, first served basis. If your information is true and complete, please sign below. When submitting electronically, you are confirming that your information is true and correct.

William Wagg    [Signature]    3-10-14

Print Applicant Name    Applicant Signature    Date (mm/dd/yyyy)

*For Office Use Only*  
 Application Date Rec'd: 3/10/16    Release of Liability Form Rec'd 3/10/16  
 Fees Paid & Date: \$450 Chk # 2032

Application  APPROVED    Date Confirmation Sent: \_\_\_\_\_  
 DENIED    Reason: \_\_\_\_\_  
 Date Denial Sent: \_\_\_\_\_

*For Maintenance Staff Only*  
 Actual time of event: Begin \_\_\_\_\_ End \_\_\_\_\_



# Pacific County COMMISSIONERS

Steve Rogers, District #1  
Frank Wolfe, District #2  
Lisa Ayers, District #3

## RELEASE OF LIABILITY

In consideration of the County's approval of my request to utilize the facilities for the activity described above, I agree that I personally assume all risks arising out of the activity described above, including all risk of personal injury or death and property damage or loss, from whatever cause, that may arise while, I, my invitees, my guests and or other person is participating in the described activity or while any of us are approaching, entering, being on, leaving, or being about the premises described above.

I further agree that decorations will not be attached in any way (tape, nails, tacks, wire) to any surfaces (walls, floors, railings, wood work) or furniture. All decorations will be free standing.

I further agree that I will indemnify, defend, save and hold harmless Pacific County, its employees and agents from any liability and claim by me, my family, estate, heirs or assigns, or any third party arising out of the activity described above.

I further agree that I will indemnify, defend and hold harmless Pacific County, its officers and agents from any liability and claim for contribution as a joint tortfeasor with respect to any personal injury or death and property damage or loss from whatever causes arising as a result of the activity described above.

I further agree that, in the event this Release of Liability is placed in the hands of an attorney for enforcement or legal action of any kind, that the prevailing party in such action shall be entitled to costs, reasonable attorney's fees, and such other relief as a court deems just and equitable.

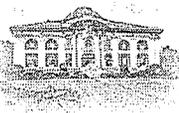
Dated this 10 day of March, 2010

W.A.C.  
Print Name

WILLIAM WEISS  
Signature

P.O. 432  
Mailing Address

South Bend WA 98586  
City WA Zip



REQUESTED MEETING DATE:

9/13/2016

### 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

Review  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

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

Risk Mgmt

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

Legal Required

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

**DISTRIBUTION LIST:**

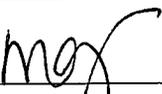
- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <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): Boards/Commissions

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

SIGNATURE:  DATE: 9/2/2016

NARRATIVE OF REQUEST  
 The BOCC Boards/Commissions/Committee appointments were approved at your January 12, 2016 meeting and amended at your March 8, 2016 meeting. Since Commissioner Ayers will be attending the Board of Natural Resources meetings and Commissioner Rogers will be attending the WA Counties Risk Pool meetings, this list will need to be amended again.

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

Approve amendment to Commissioners' appointments to Boards/Commissions/Committees for 2016, appointing Commissioner Ayers to Board of Natural Resources and Commissioner Rogers to the WA Counties Risk Pool

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: AUGUST, YEAR OF 2016

TOTAL EMPLOYEES: 202

TOTAL PAYROLL: \$788,996.74

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_13thth\_\_\_day of SEPTEMBER 2016

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
Clerk of the Board

**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, September 13, 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:

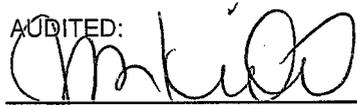
Vendors Claim Fund No. 692

133506            thru            133596                      \$ 473,404.85

Warrants Dated:               August 26, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

  
\_\_\_\_\_  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**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, September 13, 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

133597      thru      133647      \$ 433,716.03

Warrants Dated: August 31, 2016

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

10

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, August 9, 2016**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:01 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Dotsi Graves, Fair/Parks Manager  
Mary Goelz, Health & Human Services Director  
Tim Crose, Community Development Director

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, Chinook Observer  
Fred Hill

**PUBLIC COMMENT - None**

**CONSENT AGENDA (Items 1-8)**

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

**Health & Human Services Department**

**Approve Amendment #1 to Interlocal Agreement with Great Rivers  
Behavioral Health Organization to provide drug court coordination and  
community planning/coordination and authorize Director to sign**

**Approve Amendment #1 to Contract #2015-17 Coastal CAP with Coastal  
Community Action Program to provide support services for adults with  
developmental disabilities**

**Approve Amendment #1 to Contract #2015-17 Coast Rehab to provide  
support services for adults with developmental disabilities in South Pacific  
County**

**Approve Amendment #4 to County Program Agreement #1563-42487 with  
Department of Social & Health Services for Prevention Services and  
authorize Chair to sign**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**Approve Amendment #1 to Contract #2015-17 CCAP Housing with Coastal Community Action Program to provide housing services for those who are homeless or are at risk for becoming homeless**

**General Business**

**Approve July, 2016 payroll; total employees: 205; total payroll: \$762,697.39**

**Approve Vendor Claims; Warrants Numbered 133128 thru 133208 in the amount of \$305,760.36**

**Approve regular meeting minutes of July 12 and 26, 2016 and continued meeting minutes of July 18, 2016**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve purchase of equipment shed from Michael J. Hogg Barns in an amount not to exceed \$33,500, including tax and delivery, subject to adequate budget appropriations**

**Adopt Resolution 2016-026 for the temporary closure of Gould Road for culvert replacement, closure dates are to be determined and not to exceed three days and provide advanced notice to the public**

**Adopt Resolution 2016-027 for the temporary closure of 41<sup>st</sup> Street for culvert replacement, closure dates are to be determined and not to exceed three days and provide advanced notice to the public**

**Adopt Resolution 2016-028 for the temporary closure of Sid Snyder Drive for culvert replacement closure dates are to be determined and not to exceed three days and provide advanced notice to the public**

**Accept bid from Dr. Roof for roof project at the Naselle Ridge radio site in the amount of \$14,295.99, including sales tax, subject to adequate budget appropriations**

**Approve of Special Use Agreement with Jessie Hargadine for use of Morehead Park, September 1-5, 2016, and authorize Chair to sign**

**Approve of Special Use Agreement with Matthew Taron for use of Morehead Park, August 19-21, 2016, and authorize Chair to sign**

**Approve request to issue Request for Qualifications (RFQ) to establish engineering roster, subject to review and acceptance of RFQ by Prosecutor's Office**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**Approve of Initial Offer of Financial Aid from WA State Department of Commerce/Community Economic Revitalization Board for the Hardwood Mill Site Plan Project No. A2016-059 and Contract No. S16-790AO-098 and authorize Chair to sign**

Request for approval for services with Northwest Tower Engineering-  
**WITHDRAWN**

**Approve of Special Event Use Agreement with Warren Cowell for use of Morehead Park, August 13, 2016, and authorize Chair to sign**

**Approve hire of Clinton Baze to fill vacant South County Road Supervisor position, effective August 8, 2016, Grade 15 Step 1, subject to adequate budget appropriations**

**ITEMS REGARDING FAIR**

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

**Approve Vendor Agreements for the 2016 County Fair, with the American Post 150, Child Evangelism Fellowship, City of South Bend, Costco, Debra Wilson Insurance, Edward Jones, Gideons International Harbor Camp, Grays Harbor College, Harvin & Tina Pettit, Karen Harris Tully, Ken Hurley, Long Beach Peninsula Visitors Bureau, Pacific County Anglers, Pacific County DCD, Pacific County EDC/Willapa Harbor Chamber of Commerce, Pacific County Historical Society & Museum, Pacific County PUD No. 2, Pacific County Republican Party, Peggy's Beautiful Bling, Scentsy Independent Consultant, Shoalwater Bay Casino, Sisters LuLaroe, Susie's Shards, Total Home Solutions (Dish Network), Valley View Health Center, Willapa Harbor Hospital, and the Willapa Harbor Ministerial Assoc., subject to receipt of required insurance prior to the start of the fair**

**Approve Concession Agreement for the 2016 County Fair, with Elixir Coffee Tea and Flowers, Jim Hunter & Associates, Karena Arrebono, Marsalee's Thai Food, Open Pockets...Giving Hands, TLC Enterprise, Willapa Harbor Lions Club, Willapa Valley Booster Club, Willapa Valley High School, and Willapa Wrestling Warriors, subject to receipt of required insurance prior to the start of the fair**

**Approve Entertainment Contracts for the 2016 County Fair, with Clint and the Eastwoods, Cody Ray and the New Favorites, Corey Daniels and Humptulips, Country Mile, Jessica Marie Porter, LuLu LaFever, Old Time Jam Fiddle Festival, Pitchwood, Scott McDougall, Steven Brown Band, The Hypnosis Company, Willapa Baysment Studio, and Hellbound Glory, subject to receipt of signed contracts, W-9, and required insurance prior to the start of the fair**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Acknowledge of intent to retire from Senior Building Inspector, Monte Givens and approve request to advertise/hire for Building Inspector, Grade 12, subject to adequate budget appropriations**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Contract #2015-16 .1% Sales Tax CCAP with Coastal Community Action Program to provide case management support**

**ITEMS REGARDING AUDITOR'S OFFICE**

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

**Approve purchase two monitors and Dell Optiplex computer from state bid in an amount not to exceed \$1,524.42, subject to adequate budget appropriations**

**ITEMS REGARDING PROSECUTOR'S OFFICE**

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

**Acknowledge Grant No. S17-31102-523 with WA State Department of Commerce/Community Services and Housing Division of Crime Victims Advocacy in the amount of \$65,071 and approve increase of Legal Asst. I, Elaine Fosse to 1.0 FTE, effective September 1, 2016**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve E911 County Equipment Contract Agreement #E17-048 with WA State Military Department/Emergency Management Division and authorize Chair to sign**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Approve the appointment of James Karnofski to the Solid Waste Advisory Committee representing Agriculture, effective immediately**

**Accept resignation of Kathy Zeigler from the Fair Board, effective immediately**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING GENERAL BUSINESS**

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

**Confirm adoption of Resolution 2016-024 dissolving the Oysterville Design Review Board**

**Approve support letter to the US Fish & Wildlife Services for the development of a new Natural Resource Center for the Willapa National Wildlife Refuge**

**Adopt Resolution 2016-029 establishing Board of County Commissioners' Rules and Procedures**

**EXECUTIVE SESSION** – None at this time

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Vendor Claims, Numbered 133209 thru 133279 in the amount of \$344,346.34, subject to adequate budget appropriations**

**RECESS – 9:24AM**

**PUBLIC HEARING – 10:00AM**

**ATTEND:** Chairman Wolfe, Commissioner Ayers, Commissioner Rogers

**OTHERS:** Kelsey Balensifer, Astoria-Warrenton Area Chamber of Commerce

Chairman Wolfe opened the public hearing to consider the Great Columbia Crossing Walk/Run Assembly Permit as submitted by the Astoria-Warrenton Area Chamber of Commerce.

Kelsey Balensifer was sworn in and thanked the Commissioners' for their support of this annual event.

Chairman Wolfe closed the public hearing.

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

**Approve the Assembly Permit as submitted by the Astoria-Warrenton Area Chamber of Commerce for the Great Columbia Crossing Walk/Run to be held October 16, 2016, in accordance with Assembly Ordinance No. 35B**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**EXECUTIVE SESSION**

10:06 for 25 minutes

RCW 42.30.110(1) (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...

**ATTEND:** Chairman Wolfe, Commissioner Ayers, Commissioner Rogers, County Administrative Officer Kathy Spoor

**BACK IN SESSION – 10:27AM**

Chairman Wolfe reconvened the meeting and announced that no decisions were made during Executive Session.

**MEETING CLOSED – 10:27AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**OTHER BUSINESS FOR FILING**

Email dated May 19, 2016, from Greg Rogers regarding Oysterville Design Review Board (ODRB) replacement candidates.

MEMO dated July 13, 2016, from Prosecutor Mark McClain regarding appointment of District Court Judge.

Notice of Special Occasion Liquor License from the WA State Liquor and Cannabis Board for the Boys & Girls Club of Long Beach Peninsula for their event to be held September 24, 2016.

Letter dated July 22, 2016, from Bradley Huson regarding proposed Ordinance No. 162B.

Letter dated July 25, 2016, from Peter Goldmark, WA State Commissioner of Public Lands regarding County Income Report for July, 2016.

Letter dated July 25, 2016, from Lisa de Vera, Clerk of the Chelan County Water Conservancy Board regarding proposed Trust Water Right Creation Nos. CS4-01086C (CHEL 16-09).

Email dated July 27, 2016, from Dale Beasley regarding direct beach placement of sediments.

Email dated July 28, 2016, from Katie Lindstrom, Deputy Director of Health & Human Services Department regarding Gracie Manlow probation completion.

Email dated July 29, 2016, from Jill Lowe, WA Counties Risk Pool regarding Lexipol funding changes.

Certificate of Liability Insurance dated August 2, 2016, received from East Oregonian Publishing Co., (Chinook Observer), effective 7/31/2016 through 7/31/2017.

Email dated August 5, 2016, from Susan (Sus Pwl) regarding Driscoll family's historic Oysterville cannery.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, August 23, 2016**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:03 AM**

**ATTENDANCE**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Mary Goelz, Health & Human Services Director  
Tim Crose, Community Development Director  
Shawn Humphreys, Community Development Deputy Director  
Scott Jacot, Juvenile Court Administrator

**GENERAL PUBLIC IN ATTENDANCE**

Allie Friese, Chinook Observer  
Paul Philpot, PC EDC Executive Director

**PUBLIC COMMENT - None**

**PROCLAMATION**

**Adopt Proclamation establishing September 17 through 23, 2016 to be  
Constitution Week**

**CONSENT AGENDA (Items 2-5)**

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

**Department of Community Development**

**Approve Amendment #7 of the Memorandum of Understanding with Cities  
of South Bend and Raymond and the Royal Heights Transfer Station and  
authorize Chair to sign**

**Assessor's Office**

**Approve disposal of HP LaserJet printer in accordance with Personal  
Property Inventory Procedures**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**Sheriff's Office**

**Approve Amendment A to the Emergency Management Performance Grant Contract #E16-113 regarding Continuity of Operations Planning (COOP) and authorize Chair to sign**

**General Business**

**Approve Vendor Claims, Warrants Numbered 133280 thru 133408 in the amount of \$873,328.43**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve License Agreement #NA-17701.00 with Pacific West Timber Company regarding use of Alanen Road, the Deep River Mainline and the Busse Canyon Road and authorize Chair to sign**

**Approve the additional expenditure in the amount of \$996 for an equipment shed from Michael Hogg, due to unforeseen increase in lumber prices for a total of \$34,496, including tax and delivery and subject to adequate budget appropriations**

**Accept resignation of Mitchell Wirkkala, RMT II, effective August 25, 2016, and approve request to fill vacant position in accordance with Section 2.22 Hiring Process of the Personnel Policy and subject to adequate budget appropriations**

**Approve Final Project Prospectus for North Nemah Road Improvement and Stringtown Road Culvert Replacement**

**ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT #1**

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

**Approve Seashore Conservation Area Drainage/Bio-swale Easement and Agreement #E444444PAC2 with State of WA Parks and Recreation Commission and authorize Chair to sign**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING COUNTY FAIR**

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

**Approve Vendor and Concession Agreements with Dennis Co./HAVA, Mission Creek, Pacific County Democratic Club, Raymond Booster Club, Thary Yi and Hungarian Kitchen, subject to receipt of all required documents prior to the start of the Fair**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve Waste Collection and Management Agreement with Royal Heights Transfer Station for the Household Appliance Collection Day to be held on September 17, 2016**

**Approve Waste Collection and Management Agreement with Peninsula Sanitation for the Household Appliance Collection Day to be held on September 17, 2016**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Service Contract for School Nurse Services with Willapa Valley School District**

**Approve Youth Suicide Prevention Grant with Willapa Behavioral Health, subject to meeting requirements of state contract**

**ITEMS REGARDING JUVENILE COURT ADMINISTRATION**

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

**Approve Interagency Agreement IAA17433 with WA State Administrative Office of the Courts for BECCA Programs and Services and authorize Juvenile Court Administrator to sign**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve request to extend emergency appointment of Corrections Officers, William B. Knudson and James P. Bergstrom to December 31, 2016, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Landlord Estoppel Certificate and Consent to Assignment of Communications Facility Use Agreement from Pacific Lutheran University to Friends of 88.5FM and authorize Chair to sign**

Consider adoption of Resolution 2016-\_\_\_\_\_ establishing the Facility Use Application Process and rescind Resolutions 2010-035, 2013-070, and 2015-015-DEFERRED to 9/13/2016

**Approve adjusting longevity date for Marie Guernsey to date of hire of May 1, 2003**

**Approve Employment Agreement with Shawn Humphreys, Department of Community Development Deputy Director**

**Adopt Resolution 2016-030 establishing a short-term intergovernmental loan with Pacific County Drainage District #1 and approve of Intergovernmental Agreement in the amount of \$50,000**

**Approve Certificates of Appreciation to Fair Board member, John Gruginski and local business, Pioneer Grocery to be presented at the County Fair on August 26, 2016**

**Approve issuance of Request for Qualifications (RFQ) for Land Use Hearings Examiner to conduct administrative or quasi-judicial hearings on regulatory enactments**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve purchase of bucket truck from Pacific County PUD #2 in the amount of \$25,000, subject to adequate budget appropriations**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Special Event Use Agreement with Pacific County EDC for use of Camp Morehead on September 20, 2016, and authorize waiver of insurance requirements and use fee, subject to food service permit being obtained by September 12, 2016, and authorize Chairman to sign**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**Approve Vendor Claims, Warrants Numbered 133409 thru 133505 in the amount of \$350,941.22, subject to adequate budget appropriations**

**EXECUTIVE SESSION**

9:35 AM for 20 minutes

RCW 42.30.110 (1) (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

**RECESS – 9:29AM**

**RECONVENE – 10:01**

**PUBLIC HEARING/Closed Record Hearing**

**ATTEND:** Chairman Wolfe, Commissioner Rogers, Commissioner Ayers, County Administrative Officer Kathy Spoor, Community Development Director Tim Crose, Community Development Deputy Director Shawn Humphreys

**OTHERS:** Kelly Rupp, Tess Brandon-Watershed Representative, Kristine Nevitt

Chairman Wolfe opened the public hearing to consider the Critical Areas and Resource Land Ordinance No. 180. No members of the public stood to be sworn in.

Tim Crose provided an overview of the process of updating the Critical Areas and Resource Land Ordinance. He stated this ordinance coincides with the Shoreline Master Program update.

Chairman Wolfe spoke regarding mowing of the dune grass for fire protection with a fifty (50) foot of an existing structure.

Commissioner Rogers stated he appreciated the way geologically hazard areas were addressed.

Chairman Wolfe closed the hearing.

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

**Commissioner Ayers moved to adopt Critical Areas and Resource Land Ordinance No. 180 and to include that mowing dune grass is permitted within a wetland buffer for the purpose of fire protection within fifty (50) feet of an existing structure**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Prosecutor's recommendation on the matter of litigation discussed during executive session**

**Approve the purchase of a Sharp MX7040N Digital Copier/Printer from Aberdeen Office from State Bid not to exceed \$8,200 including tax and delivery, subject to adequate budget appropriations**

**MEETING CLOSED – 10:12AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

ATTEST:

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

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

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

**OTHER BUSINESS FOR FILING**

Letter dated August 7, 2016, from the South Pacific County Humane Society regarding shelter of record. (Workshop held with Commissioners on 8/22/2016)

Claim for Damages #2016-08-002 closed with pay.

Copy of letter received August 12, 2016, from Deputy Steve J. Ross, resigning effective August 31, 2016.

Copy of letter dated August 24, 2016, denying Claim for Damages #2016-08-003

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**BOARD WORKSHOPS/MEETINGS HELD – No action taken**

*(This listing does not include those workshops/meetings attended by the Commissioners individually)*

August 1, 2016

2<sup>nd</sup> required Board of Equalization meeting  
Meeting Agenda review  
Workshop w/ DPW re: equipment shed  
Departmental Briefings  
Workshop w/ Health re: loss of funding

August 2, 2016

Critical Areas Ordinance workshop  
Workshop w/ Judge Sullivan re: jury pay

August 4, 2016

Executive Session

August 8, 2016

3<sup>rd</sup> required Board of Equalization meeting  
Meeting Agenda review  
Workshop w/ Fair Board

August 9, 2016

BOH/BOCC Meeting  
Workshop w/ DCD & DPW re: erosion  
Public Hearing: Great Columbia Crossing Walk/Run Assembly Permit  
Elected Officials Meeting

August 15, 2016

Workshop w/ K. Spoor re: union negotiations  
Departmental Briefings  
Fair Queen Interviews  
Workshop w/ DPW

August 22, 2016

Workshop w/ S. Fritts re: Project Safe Haven  
Meeting Agenda Review  
Workshop w/ South PC Humane Society (SCAF)

August 23, 2016

BOH/BOCC Meeting  
Public Hearing: Critical Areas and Resource Land Ordinance/closed record hearing  
Shoreline Master Program workshop

August 23, 2016

Workshop re: brown field planning grant



REQUESTED MEETING DATE:

9-13-16

### 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

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: Public Works DIVISION (if applicable): Computer Services

OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor PHONE / EXT: 2271

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NARRATIVE OF REQUEST

Purchase a Microsoft Surface Pro 4 for Board of County Commissioners use. This purchase will be made through Dell from State Contract for a total of \$1,663.73. We intend to make this purchase using the ER&R Computer Replacement Fund.

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

Approve purchase of Microsoft Surface Pro 4 for the Commissioners' Office from Dell through state contract in an amount not to exceed \$1,663.73 from the ER&R Computer Replacement Fund, subject to adequate budget appropriations

Name of Contractor: Dell Inc.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Contract # wn34agw

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: Pacific County Courthouse Annex

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): \$1,663.73

TOTAL TAX: \$123.24

TOTAL SHIPPING/HANDLING: \$0.00

EXPENDITURE FUND #: 502,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:



REQUESTED MEETING DATE:  
 9-13-16

### AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

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

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: Public Works   | DIVISION (if applicable): Computer Services |
| OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor  | PHONE / EXT: 2271                           |
| SIGNATURE: _____  | DATE: _____                                 |
| <p>NARRATIVE OF REQUEST</p> <p>Computer Services is requesting to purchase a spare 48 port network switch and accessories for use in the event of a failure. The State Bid amount of the purchase is \$6,677.88 plus tax. This purchase is included in the 2016 budget.</p>             |   |
| <p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve purchase of an additional 48 port network switch from Right! Systems, Inc., from state bid in an amount not to exceed \$6,677.88, plus tax, subject to adequate budget appropriations</p> |   |

Name of Contractor: Right! Systems Inc.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
HPE-NASPO VP Data Communications Contract - 01114

**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): \$7,212.11

TOTAL TAX: \$534.23 @8.0%

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: 502 .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:



**Right! Systems, Inc.**  
 2600 Willamette Drive NE  
 Suite C  
 Lacey, WA 98516  
 Phone: 360-528-4077

| QUOTE            |                          |
|------------------|--------------------------|
| Date             | 09/01/16                 |
| Quote #          | RSIQ31967-01             |
| SalesRep         | Casey DeBow              |
|                  | 360-528-4077             |
| Prepared By      | Dennis Baranick          |
|                  | 208-287-0491             |
| Customer Contact | Andy Seaman              |
|                  | (360) 875-9300           |
|                  | aseaman@co.pacific.wa.us |

| Customer  | Bill To  | Ship To  |
|---|--|--|
| Pacific County<br>Andy Seaman (360) 875-9300<br>300 Memorial Drive<br>South Bend, WA 98586<br>United States | Pacific County<br>Andy Seaman<br>300 Memorial Drive<br>South Bend, WA 98586<br>United States | Pacific County<br>Andy Seaman<br>300 Memorial Drive<br>South Bend, WA 98586<br>United States |

|                       |                     |
|-----------------------|---------------------|
| Terms:<br>Net 30 Days | Ship Via:<br>Ground |
| Special Instructions: | Description:        |

| #                | Description  | Part #     | Qty | Unit Price | Ext. Price        |
|------------------|--|------------|-----|------------|-------------------|
| 1                | HPE 3800-48G-PoE+-4SFP+ Switch - Switch - L3 - managed - 48 x 10/100/1000 (PoE) + 4 x 10 Gigabit Ethernet / 1 Gigabit Ethernet SFP+ - rack-mountable - PoE | J9574A#ABA | 1   | \$5,754.54 | \$5,754.54        |
| 2                | HPE - Network stacking module - stacking - 4 ports - for HPE 3800-24G-2XG, 3800-24G-PoE+-2XG, 3800-48G-4XG, 3800-48G-PoE+-4XG                              | J9577A     | 1   | \$923.34   | \$923.34          |
| <b>Sub Total</b> |  |            |     |            | <b>\$6,677.88</b> |

HPE-NASPO VP Data Communications Contract - 01114

**Terms and Conditions**

Terms are 30 OAC. Right! Systems Inc. Standard Terms and Conditions apply. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.



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**

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

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: Public Works DIVISION (if applicable): Computer Services

OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor PHONE / EXT: 2271

SIGNATURE: *Andy B Seaman* DATE: 9-6-16

**NARRATIVE OF REQUEST**  
 Request approval to purchase a Palo Alto Networks PA-3020 with five years of support in the amount of \$42,392.00. The PA-3020 will provide the County with advanced edge security to replace services formerly provided by the State of Washington. Also I would like to request the attached "Firewall Refresh Project" statement of work be signed to provide installation and configuration services for the new unit. These services are hourly for the SOW and total \$12,800.00. In summary, I would like approval for this project not to exceed \$56,000.00 plus 8.0% sales tax.

**RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)**  
 Approve purchase of security firewall from Palo Alto Networks through state contract in an amount not to exceed \$56,000, plus sales tax from Fund 197, subject to adequate budget appropriations and authorize Chair to sign Firewall Refresh Project Statement of Work

Name of Contractor: Right! Systems Inc.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
WSCA/NASPO Master Agreement #01114

**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: Pacific County Courthouse

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): 60,480.00    TOTAL TAX: 4,480.00  
TOTAL SHIPPING/HANDLING:    EXPENDITURE FUND #: 197 .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:**  
 9/13/2016

### AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD  |   |   |  |
|--|---|---|--|
|  |   | Agenda Item #: <u>14</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: DPW   | DIVISION (if applicable): Road |
| OFFICIAL NAME & TITLE: Andree Harland  | PHONE / EXT: 2274              |
| SIGNATURE:   | DATE: 9/7/16                   |
| NARRATIVE OF REQUEST   |                                |
| Request approval to hire Jesse Brock for the RMTII north open position. Start date will be on or before September 28th.  |                                |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  |                                |
| Approve hire of Jesse Brock, Road Maintenance Technician II, 1.0 FTE, subject to adequate budget appropriations, effective date to be determined and provided to the Commissioners' Office |                                |



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:  
 9/13/2016

### 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 FROM: 6/14/2016

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: 08/22/2016          |
| NARRATIVE OF REQUEST<br>Requesting approval and signature of amendment #1 to contract #20160151 with Great Rivers Behavioral Health (GRBHO).<br><del>This amendment corrects a misallocation on the original budget. All other terms and conditions remain the same.</del><br>The contract is to provide services related to the mental health diversion program. Please contact me at extension 2648 with any questions. Thank you! |                           |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)<br><br>Approve Great Rivers Inter-Local Agreement for 5177 Diversion Program Services and authorize Chair to sign  |                           |

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

**Agreement Table of Contents**

**General Terms and Conditions ..... 4**

- 1. Definitions..... 4
- 2. Amendment..... 5
- 3. Assignment..... 5
- 4. Billing Limitations..... 6
- 5. Compliance with Applicable Law..... 6
- 6. Confidentiality..... 6
- 7. Contractor Certification Regarding Ethics..... 7
- 8. Debarment Certification..... 7
- 9. Disputes..... 7
- 10. Entire Agreement..... 8
- 11. Governing Law and Venue..... 8
- 12. HIPAA Compliance..... 8
- 13. Independent Status..... 14
- 14. Inspection..... 15
- 15. Insurance..... 15
- 16. Lawsuits..... 15
- 17. Lobbying Prohibited..... 15
- 18. Maintenance of Records..... 15
- 19. Order of Precedence..... 16
- 20. Ownership of Material..... 16
- 21. Responsibility..... 16
- 22. Severability..... 17
- 23. Subcontracting..... 17
- 24. Subrecipients..... 17
- 25. Survivability..... 18
- 26. Termination Due to Change in Funding, Contract Renegotiation or Suspension..... 18
- 27. Termination for Convenience..... 19
- 28. Termination for Default..... 19
- 29. Expiration Procedure..... 20
- 30. Treatment of Client Property..... 21
- 31. Treatment of Property..... 21
- 32. Waiver..... 21

|   |           |
|---|-----------|
| <b>Specific Terms and Conditions</b> .....                          | <b>22</b> |
| 1. Purpose of Agreement.....  | 22        |
| 2. Definitions.....   | 22        |
| 3. Statement of Work.....   | 22        |
| 4. Payment.....   | 22        |
| 5. Use of Contract Funds.....                                       | 23        |
| 6. Background Checks (RCW 43.43.832, WAC 388-877 and 388-877B)..... | 23        |
| 7. Program Design and Implementation.....                           | 23        |
| 8. Program Activities Upon Expiration of Contract.....              | 24        |
| <b>Exhibit A – Payment Provisions</b> .....                         | <b>25</b> |
| <b>Exhibit B – Data Security Requirements</b> .....                 | <b>26</b> |
| <b>Exhibit C – Statement of Work</b> .....                          | <b>31</b> |
| <b>Exhibit D – Performance Payment Schedule</b> .....               | <b>35</b> |

## 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 employed a Great Rivers approved method to destroy the information. 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.
- 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<br>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<br>Degaussing sufficiently to ensure that the Data cannot be reconstructed, or<br>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 serve a minimum of 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 misdemeanant 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. 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<br/>Performance Based Outputs and Payment Schedule</b> |  |  |           |
|---|--|--|-----------|
| #   | Time Period (Invoice Date is last day of Period)     | Outputs  | Payment   |
| 1   | SFY 16- 4th Quarter<br>(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

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

REQUESTED MEETING DATE:  
9/13/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

|                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> 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: 8/22/2016           |
| <b>NARRATIVE OF REQUEST</b><br>Requesting approval and signature of agreement number WA0352LOT011500 with the United States Department of Housing and Urban Development (HUD). This contract provides funding for permanent supported housing for individuals who are disabled and chronically homeless. Services under this contract will be provided through a sub contract with CCAP (the county's housing provider). That sub contract should be on an upcoming BOCC agenda soon. This contract is a result of our successful grant application submitted last year to the balance of state continuum of care which Pacific County is a part of. Total award is \$238,719 and the start date is October 1, 2016. Please contact me at ex 2648 with any questions. Thank you! |                           |
| <b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b><br>Approve Continuum of Care Program Grant Agreement No. WA0352LOT011500 with US Department of Housing and Urban Development and authorize Chair to sign  |                           |

Name of Contractor: Housing & Urban Development (HUD)

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
wa0352lot011500

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:

**Tax ID No.: 91-6001356**  
**CoC Program Grant Number: WA0352L0T011500**  
**DUNS No.: 084604016**

**CONTINUUM OF CARE PROGRAM**  
**Grant Agreement**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Pacific County (the “Recipient”).

This Agreement is governed by 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”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the

Continuum of Care, including those required by the Rule;

- 11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
- 12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY:

\_\_\_\_\_  
(Signature)

John W. Peters, Director, Office of Community Planning and Development  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

Pacific County  
(Name of Organization)

BY:

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.: 91-6001356**  
**CoC Program Grant Number: WA0352L0T011500**  
**DUNS No.: 084604016**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$238,719, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <b>Project No.</b>     | <b>Performance Period</b> |
|------------------------|---------------------------|
| <b>WA0352L0T011500</b> |                           |

allocated between budget line items as follows:

|   |                   |
|---|-------------------|
| a. Continuum of Care planning activities  | \$ <u>0</u>       |
| b. UFA costs                              | \$ <u>0</u>       |
| c. Acquisition                            | \$ <u>0</u>       |
| d. Rehabilitation                         | \$ <u>0</u>       |
| e. New construction                       | \$ <u>0</u>       |
| f. Leasing                                | \$ <u>0</u>       |
| g. Rental assistance                      | \$ <u>160,812</u> |
| h. Supportive services                    | \$ <u>63,018</u>  |
| i. Operating costs                        | \$ <u>0</u>       |
| j. Homeless Management Information System | \$ <u>0</u>       |
| k. Administrative costs                   | \$ <u>14,889</u>  |
| l. Relocation costs                       | \$ <u>0</u>       |

m. Housing relocation and stabilization services \$ 0 In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached

Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.

6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development

BY: \_\_\_\_\_  
(Signature)

John W. Peters, Director, Office of Community Planning and Development  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

RECIPIENT

Pacific County  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.: 91-6001356**  
**CoC Program Grant Number: WA0352LOT011500**  
**DUNS No.: 084604016**

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

| <b>Grant No.</b> | <b>Recipient Name</b> | <b>Indirect cost rate</b> | <b>Cost Base</b> |
|------------------|-----------------------|---------------------------|------------------|
| _____            | _____                 | _____ %                   | _____            |



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:

September 13, 2016

### AGENDA REQUEST FORM

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

Agenda Item#: 17

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

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

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: Health                      | DIVISION (if applicable): SEP - 6 2016 |
| OFFICIAL NAME & TITLE: Mary P. Goelz, Director | PHONE / EXT: 2644                      |
| SIGNATURE:                                     | DATE: 9/6/16                           |

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

NARRATIVE OF REQUEST

Request the Board approve and sign the Contract with South Bend School District for school nursing coverage for their school district. This is funding is included in the approved 2016 budget and in the proposed 2016 budget for our department. We have increased our hourly rate with the school district in part to adjust for any COLA/benefit increase in 2017.

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

Approve Service Contract for School Nurse Services with South Bend School District

Name of Contractor: South Bend School District

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

**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):**

We have provided school nursing for a number of years at South Bend School District. This is the new contract for the 2016-17 school year.

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:

SERVICE CONTRACT  
FOR  
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County Public Health and Human Services Department, a Municipal Corporation, hereinafter referred to as the "COUNTY", and South Bend School District, hereinafter referred to as the "DISTRICT".

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

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

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

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, health care planning and consultation for students with special needs along with other requirements for school nursing duties as assigned by OPSI and ESD 113. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August, 2016 and shall terminate on the 30th day of June, 2017.

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

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

III - COMPENSATION AND METHOD OF PAYMENT

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

The DISTRICT will pay the COUNTY \$26,516.00 for 560 hours of direct nursing services at the school. The hours are based on 40 weeks of coverage which includes nursing coverage beginning two

weeks before school begins and one week after school is completed. This provides the nurse time to complete necessary paperwork before school begins and after school is completed.

Any hours in excess of these hours will be documented and billed to the District at a rate of \$47.35 per hour.

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

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

#### IV - COMPLIANCE WITH LAWS

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

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

#### V - NON DISCRIMINATION IN SERVICES

The COUNTY will not discriminate in any employment practice on the basis of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or any other protected status under applicable law.

#### VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

#### VII - INDEMNIFICATION/HOLD HARMLESS

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

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

VIII - SAVINGS AND SEVERABILITY

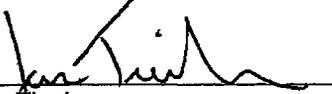
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore,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

IX - ENTIRE AGREEMENT

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

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

SOUTH BEND SCHOOL DISTRICT

  
\_\_\_\_\_  
Jon Jienhaara  
Superintendent

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

  
\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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



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

REQUESTED MEETING DATE:

September 13, 2016

### 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

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.

RECEIVED  
 PACIFIC COUNTY

|  |  |
|--|--|
| DEPARTMENT/OFFICE: Health                      | DIVISION (if applicable): SEP - 6 2016 |
| OFFICIAL NAME & TITLE: Mary P. Goelz, Director | PHONE / EXT: 2644                      |
| SIGNATURE:                                     | DATE: 9/6/16                           |

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

NARRATIVE OF REQUEST

Request the Board approve and sign the Contract with Naselle Grays River School District for school nursing coverage for their school district. This is funding is included in the approved 2016 budget and in the proposed 2016 budget for our department. We have increased our hourly rate with the school district in part to adjust for any COLA/benefit increase in 2017.

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

Approve Service Contract for School Nurse Services with Naselle Grays River School District

Name of Contractor: Naselle Grays River School District

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

**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):**

We have provided school nursing for a number of years at Naselle Grays River School District. This is the new contract for the 2016-17 school year.

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:

SERVICE CONTRACT  
FOR  
SCHOOL NURSE SERVICES

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

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

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

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

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, health care planning and consultation for students with special needs along with other requirements for school nursing duties as assigned by OPSI and ESD 112. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2016 and shall terminate on the 30th day of June 17

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

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

III - COMPENSATION AND METHOD OF PAYMENT

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

The DISTRICT will pay the COUNTY \$18,546.00 for 360 hours (includes nursing travel time) of direct nursing services along with \$1,500.00 for travel costs from South Bend (rounded down to \$1,500.00 based on 35 miles each way, 40 weeks of the year, at 0.54 cents per mile). The hours are based on 40

weeks which includes nursing coverage beginning two weeks before school begins and one week after school is completed. This provides the nurse time to complete necessary paperwork before school begins and after school is completed.

Any hours in excess of these hours will be documented and paid at a rate of \$ 47.35 per hour.

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

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

#### IV - COMPLIANCE WITH LAWS

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

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

#### V - NON DISCRIMINATION IN SERVICES

The COUNTY will not discriminate in any employment practice on the basis of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or any other protected status under applicable law.

#### VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

#### VII - INDEMNIFICATION/HOLD HARMLESS

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

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

VIII - SAVINGS AND SEVERABILITY

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

IX - ENTIRE AGREEMENT

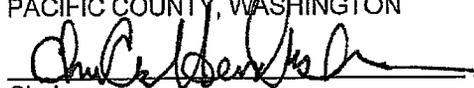
The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this 16<sup>th</sup> day of August, 2016.

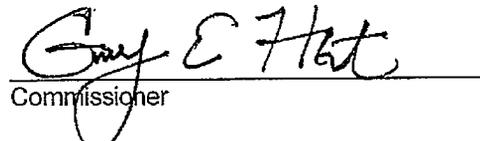
NASELLE GRAYS RIVER  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Lisa Nelson  
Superintendent

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

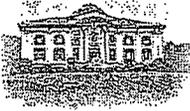
  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

ATTEST:

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



REQUESTED MEETING DATE:

September 13, 2016

### 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

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: Pacific County Sheriff's Office DIVISION (if applicable): Communications Division

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

SIGNATURE: *Stephanie Fritts* DATE: August 24, 2016

NARRATIVE OF REQUEST

Request for approval to publish the accompanying Request for Proposal for the Enhancement of Geographic Information System (GIS) Database and Master Street Address Guide (MSAG) Database and Synchronization of GIS Database Layers with MSAG and Automatic Location Information (ALI) Database.

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

Approve issuance of Request for Proposal (RFP) for the Enhancement of Geographic Information System

## NOTICE OF REQUEST FOR PROPOSAL

For the Enhancement of Geographic Information System (GIS) Database AND  
Master Street Address Guide (MSAG) Database  
AND Synchronization of GIS Database layers with MSAG &  
Automatic Location Information (ALI) Database

NOTICE IS HEREBY GIVEN that sealed written statements of qualifications are invited for consultant assistance to enhance the accuracy and completeness of the geographic information system (GIS) database and Master Street Address Guide (MSAG) database and to perform synchronization of the GIS database layers with the MSAG and Automatic Location Information (ALI) databases for Pacific County Communications (PACCOM) in Pacific County, Washington. The consultant will provide professional services for data enhancement and synchronization, along with any related services that result in the successful completion of a data accuracy project in support of the mission of PACCOM.

The contact person within Pacific County is Stephanie Fritts, Chief Deputy of Communications and Emergency Management of Pacific County, at (360) 875-9340 or [sfritts@co.pacific.wa.us](mailto:sfritts@co.pacific.wa.us).

The attached package includes background information, responsibilities of the consultant selected, and specific information required in the submittals.

RFP Submittals must be received at the Pacific County Sheriff's Office, Communications Division as set forth below not later than 4:00 p.m., October 14, 2016. **Late submittals will not be accepted.** Envelopes containing submittals shall be sealed and marked with the name of the individual/firm, the submittal deadline, and "RFP Statement of Qualifications for Enhancement of GIS Database and MSAG and Synchronization of GIS Database Layers with MSAG & ALI".

Sealed Statements of Qualifications must be timely delivered either:

1. By hand to the Pacific County Sheriff's Office, Communications Division, which is located at 300 Memorial Dr., South Bend, Washington 98586 or
2. By mail to the attention of the Pacific County Sheriff's Office, Communications Division, PO Box 27, South Bend, WA 98586.

**Note: Hand delivered submittals will not be accepted at any other County location other than the Pacific County Sheriff's Office, Communications Division as described above.**

Five (5) copies of each submittal are requested, along with one (1) electronic version on CD-ROM or DVD in a PDF, Microsoft Word, or other format approved by the County in advance of submission.

Pacific County reserves the right to reject any or all responses and to waive all informalities.

**Proposals received by Pacific County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act.** The vendor should clearly identify in its proposal any specific information that it claims to be confidential or proprietary. If Pacific County receives a Public Records Act request to view the information so marked in the vendor's

proposal, its sole obligations shall be to notify the vendor (1) of the request and (2) of the date that such information will be released to the requester unless the vendor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.450. If the vendor fails to timely obtain a court order enjoining disclosure, Pacific County will release the requested information on the date specified.

# Table of Contents

- Section 1 – Project Overview .....4
- Section 2 – Background Information .....4
- Section 3 – Project Scope .....5
- Section 4 - Project Details.....6
  - A. Project Milestones .....6
  - B. List of Deliverables .....7
  - C. Costs .....8
  - D. Project Schedule .....8
- Section 5 -Submittal Information .....8
- Section 6 - Evaluation and Selection .....8
- Proposed Response Schedule.....10
- Contract Terms and Conditions.....10
  - Federal Suspension and Debarment Certification .....11
- PROFESSIONAL SERVICES AGREEMENT – SAMPLE .....12
  - APPENDIX A: GENERAL TERMS & CONDITIONS.....14
  - APPENDIX B - Timeline/Tasks/Scope of Work.....23
  - APPENDIX C - Rate Schedule .....23
  - Pricing .....23

## Section 1 – Project Overview

The Pacific County Sheriff's Office, Communications Division (PACCOM) in South Bend, Washington, wishes to assess, develop and maintain the accuracy and completeness of the Geographic Information System (GIS) data in support of Public Safety Answering Point(s) in the county. The goal is to perform gap analysis, upgrade, develop and perform quality assurance and control of GIS data to meet Next Generation 9-1-1 (NG911) requirements.

Pacific County is issuing a Request for Proposal for the identification and engagement of a consulting firm to perform professional services to satisfy the stated needs of PACCOM. As detailed in Section 3 Project Description, the needs are in three phases:

- Phase I: Assessment the county's existing GIS data for NG911 and compliance with the Washington State NG911 Data Model Standard, i.e. perform GAP Analysis,
- Phase II: Data Creation/Upgrade/Clean-up, including street centerline, address point, and the Washington State required polygon data layers. The updated street centerline and address point files must be completed by December 30, 2016 and must be at 75% or better accuracy in order to meet project requirements.
- Phase III: GIS Data Maintenance. The updated street centerline and address point files must be completed by January 27, 2017, 2017 and must be at 98% or better accuracy in order to meet project requirements.

## Section 2 – Background Information

In a NG911 environment, call routing to Public Safety Answering Points (PSAPs) will be based upon GIS data layers which will be used for the Location Verification Function (LVF) and Emergency Call Routing Function (ECRF). Accurate GIS data will be required in order to ensure proper call routing.

Pacific County is located in the southwest corner of Washington State and covers 933 square miles of land and is the 30th largest county in total land area in Washington State. The interior majority portion is comprised of rugged terrain and privately owned productive coniferous forest land. The County's varied topography ranges from harvestable timber land, sandy beaches on the western edge and farmland in the northeast. The landscape varies from sea level to 2,900 feet in the Willapa Hills. Steep gradients and deep canyons cover most of the county. To the south, Pacific County is bordered by eighteen miles of the Columbia River, a major water transportation route. Willapa Bay is an inlet of the Pacific Ocean along the west edge of Pacific County.

Based on population, Pacific County is currently the 29th largest county in Washington and is home to 21, 000 people according to Washington State's Office of Financial Management April 1, 2012 estimate. There are four cities within the county, all of which are incorporated. Law enforcement is provided by county, municipal and tribal agencies. Fire and EMS services are provided by municipal agencies and fire districts.

The County's E9-1-1 Public Safety Answering Point (PACCOM) is located in one consolidated center, which is located in the City of South Bend, Washington. The center processes landline, wireless, VoIP 9-1-1, and text calls, and provides direct dispatch services for all county and municipal law enforcement, fire and medical response agencies. The County's E9-1-1 service and database supplier is currently CenturyLink and West via a contract with Washington State Emergency Management Division. It is anticipated that sometime in 2016 PACCOM will purchase a new NG911 compatible phone system and eventually transition to a direct SIP connections with the Washington State's NG911 ESInet Project.

Countywide there are approximately 34,200 parcels and approximately 670 miles of roads. The MSAG has approximately 1,500 records. The ALI contains approximately 9,500 records.

The E-9-1-1 office is the agency responsible for updating and maintaining the E9-1-1 databases. Pacific County Department of Public Works is the addressing authority for unincorporated Pacific County and each city has authority for address assignment within its jurisdiction. Within Pacific County, the GIS data is currently developed / maintained by the Pacific County Department of Public Works. Currently each city has responsibility for development of their GIS data. This means there are varying degrees of GIS data being developed / maintained depending on the jurisdiction as well as different GIS software being used, if any.

Since GIS data will be paramount to the 9-1-1 call routing process in NG911, Washington State has evaluated options regarding moving all counties from a tabular MSAG/ALI system (E911) to a GIS centric system (NG911) with the goals being the development, standardization and maintenance of the NENA required GIS layers for NG911. Washington State has chosen to adopt the Washington Standard for NG9-1-1 GIS Data Model, until such time as the NENA NG911 GIS data standard has been finalized and published.

### Section 3 – Project Scope

The selected vendor (see Section 6.0) 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 January 27, 2017 with a 98% match rate. The vendor will provide final data in standard GIS (ESRI) format and in a format compatible with Spillman CAD mapping and matching Pacific County Spillman data input standards.

Pacific County prefers a phased approach to the project. While the exact steps that comprise each phase are subject to discussion between the vendor and Pacific County project team, we generally assume that the phases will consist of the following:

- Data Assessment
- Data Creation, upgrading and clean-up
- GIS Data Maintenance

## Section 4 - Project Details

Project Name- Pacific County NG911 GIS Data Development Project

### A. Project Milestones

1. The Consultant will assign a single point of contact to serve as the primary project manager and coordinate all aspects of the project.
2. Contract execution
3. Project kick-off meeting with Vendor, PACCOM and Pacific County GIS
4. Conference calls and status reports every two weeks to include at a minimum:
  - (i) Summary of completed and active tasks
  - (ii) Summary of GIS status
  - (iii) Projected two week task list, including current work activities and tasks to complete
  - (iv) Communications with project personnel
  - (v) Outstanding issues
  - (vi) Program evaluation in terms of budget and schedule
5. 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
6. 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 is 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 (a date in time)
- (xi) When synchronization of ALI and MSAG is complete, Contractor 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.

#### 7. 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. The desired map data file format will be determined in consultation with the PACCOM, Spillman and the Pacific County Department of Public Works.
- (ii) January 27, 2017 deliver 98% accurate MSAG and 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 January 27, 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 Contractor 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.

#### 8. Final Draft and Report

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

#### B. List of Deliverables

1. Project Kickoff
2. Data Assessment Report
3. Data Enhancement Plan

4. Delivery of Enhanced GIS and MSAG Databases\* and Associated Documentation
5. Integration and Maintenance Plan Options
6. Onsite Training, if Appropriate
7. Final Draft Report
8. Final Report

\*Final synchronization of the GIS data with the MSAG and ALI data should achieve a minimum match rate of 98%.

#### C. Costs

1. Project will be funded from E9-1-1 revenues.

#### D. Project Schedule

1. The project is scheduled for Q3 – Q4 2016 and Q1 2017, with completion as soon as possible, but no later than March 31, 2017. Contractor must be able to show a validation of 98% or better accuracy with the GIS data as compared to the corrected MSAG.

### Section 5 -Submittal Information

Five (5) copies of each submittal are requested, along with one (1) electronic version on CD-ROM, or Flash Drive in a PDF, or Microsoft Word to include:

1. General information on the consulting firm
2. Answers to all questions found in Evaluation and Selection section below
3. Résumés of principals and key individuals
4. Past work experience related to expected tasks to be performed under the anticipated project contract. For each, briefly describe the similarities and explain some of the specific challenges and significant accomplishments related to the project.

The applicant selected will be determined by the County to be the “most qualified” based upon the submittal information received, evaluation criteria, and subsequent interview.

### Section 6 - Evaluation and Selection

Statements of Qualifications (SOQ's) will be evaluated based on the information provided in response to the topics outlined in this section. Based on the evaluation criteria, the County may “short list” the highest ranked 3 firm(s) and conduct interviews and/or seek additional information as needed to determine the final selection.

Once a successful vendor has been selected, negotiations will begin resulting in a services contract, using the sample contract in this packet, with a detailed scope of work addendum. If the County is unable to successfully negotiate a contract with the highest ranked firm, based on the terms and conditions in the sample contract, the next highest ranked firm will be contacted following the same process described above. This method of selection will be used until a contract is successfully negotiated or all statements of qualifications are rejected.

A. Topics and weighting criteria for evaluation of SOQ's (300 points maximum):

1. Firm's Experience with Similar Projects 40% (120 points)

- Briefly state your typical high level approach to achieve the project's stated needs.
- State the number of years your company has been providing public safety consulting data services.
- What is your firm's experience with GIS, MSAG, and ALI databases development and maintenance?
- Demonstrate familiarity with all applicable standards, including but not limited to these National Emergency Number Association (NENA) standards and USPS Postal Addressing Standards.
- Clearly state details regarding the use of subcontractors, including a discussion of the capabilities of any subcontractors or sub-consultants that you have included on your team for similar types of projects. If your firm does not use subcontractors or sub-consultants, please state so.
- Any other relevant information which would assist the county in selecting the most qualified company.

B. Project Team Experience and Qualifications 20% (60 points):

- Identify personnel assigned to the County account and their respective roles. Include a resume stating experience and qualifications of each employee.
- How many employees in your company have obtained their Emergency Number Professional (ENP) certification? What is the percentage of ENPs to total employees?
- How many employees in your company have obtained their Geographic Information Systems Professional (GISP) certification? What is the percentage of GISP certified staff to total employees?
- How many employees in your company have obtained ESRI certifications? What is the percentage of ESRI certified employees to total employees?

C. References 15% (45 points):

- Provide three references for similar projects completed by the firm in the last three years. List the agency name, city and state, project start and completion dates, and percent accuracy achieved. Also provide the name, email address, and telephone number of the primary project contact person employed at the agency that will be contacted by Pacific County. Previous government account references preferred.

D. Project Management 15% (45 points):

- Briefly describe your high level project management methodology (communication plans, implementation phases, overall project plan, etc.)
- Include a description of the system/procedures currently in place to review, evaluate, and report cost, schedule, and technical progress for proactive project management. Give an example(s) of the application of these system/procedures from past data accuracy projects.

- Describe your success in conforming to the schedules and budgets for each similar project in the last three years and how it was achieved. What percentage of these projects finished on time as scheduled?
- Discuss the quality control measures that your company has in place for your deliverables.

E. Interviews/Other 10% (30 points):

- This option will be determined on an as needed basis by Pacific County.

### Proposed Response Schedule

It is the intention of Pacific County to provide Consultants with sufficient time and opportunity to provide a complete and comprehensive response to this RFQ. The following project schedule is intended to provide a guideline for the procurement process. Pacific County reserves the right to adjust the schedule as necessary.

RFQ Release: September 14, 2016

Final Date for Questions Friday, September 23, 2016, 4:00 p.m. PDT

Proposals due Thursday, October 14, 2016, 4:00 p.m. PDT

Interviews (as needed) complete Thursday, October 26, 2016, 4:00 p.m. PDT

Vendor Selection: October 28, 2016

### Contract Terms and Conditions

See sample contract for terms and conditions.

The contract duration for these services is expected to run five months from the date of execution, with provision for extensions if necessary to complete this project. However, the updated street centerline and address point files must be completed by January 27, 2017 and must be at 98% or better accuracy in order to meet Pacific County requirements. After synchronization, Contactor should be able to show a validation of 98% or better accuracy with the GIS data as compared to the MSAG.

Submittals received in response to this solicitation become County property and are subject to Public Disclosure Laws.

Federal Suspension and Debarment Certification

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Pacific County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification: By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

CONSULTANT: \_\_\_\_\_

\_\_\_\_\_  
Print name

Contact Person:

Address:

Telephone:

Email:

PACIFIC COUNTY  
PO BOX 187  
SOUTH BEND, WA 98586  
E911 GEOGRAPHIC INFORMATION SERVICES  
PROFESSIONAL SERVICES AGREEMENT – SAMPLE

This Agreement (“Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2016 is between Pacific County (County), 300 Memorial Drive, South Bend, WA 98586 and \_\_\_\_\_ (Consultant), \_\_\_\_\_.

**TYPE OF AGREEMENT:** Professional Services Agreement – E911 Geographic Information Servicers

**Whereas,** Consultant is in the business of providing geographic information services and is willing to provide such services to Pacific County; and

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

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

**1. General Terms and Conditions**

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

**2. Purpose of Agreement / Scope of Work**

The purpose of this Agreement is assess, develop and maintain the accuracy and completeness of the Geographic Information System (GIS) data in support of Public Safety Answering Point(s) in Pacific County. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof.

**3. Schedule of Performance / Timeline**

The Contractor shall commence work immediately and complete the work required by this Agreement no later than January 27, 2017. PROVIDED, HOWEVER, that the County’s obligations after January 27, 2017 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the Charter and applicable law.

**4. Compensation**

Invoices: The Contractor will invoice based completion of the three phases:

- Phase I (25% invoice): Assessment the county's existing GIS data for NG911 and compliance with the NENA NG911 Data Model Standard, i.e. perform GAP Analysis,
- Phase II (40% invoice): Data Creation/Upgrade/Clean-up, including street centerline and the NENA required polygon data layers,
- Phase III (35% invoice): GIS Data Maintenance and Training. The updated street centerline and address point files must be completed by January 24, 2017 and must be at 98% or better accuracy in order to meet NENA and Spillman CAD System project requirements. Final Report and training completed and delivered.

Contract Maximum: Total charges under this Agreement, fees and expenses inclusive, shall not exceed \$\_\_\_\_\_.

**5. Direction and Control**

The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

**6. Notice**

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

|   |  |
|---|--|
| Stephanie Fritts, Chief Deputy<br>Pacific County Communications |  |
| PO Box 27   |  |
| South Bend, WA 98586  |  |
| Phone: 360.875.9340   |  |
| Fax: 360.875.9342   |  |
| Email: sfritts@co.pacific.wa.us                                 |  |

**7. Entire Agreement**

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

## APPENDIX A: GENERAL TERMS & CONDITIONS

### 1. CONSULTANT'S RESPONSIBILITIES

Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. Consultant makes no other warranties, express or implied, except as specifically set forth in this agreement.

### 2. PACIFIC COUNTY RESPONSIBILITIES

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

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

### 3. COMMENCEMENT AND COMPLETION OF THE SERVICES

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

### 4. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from PACIFIC 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 Consultant are needed for PACIFIC COUNTY to respond to a request under the Act, as determined by PACIFIC COUNTY, the Consultant agrees to make them promptly available to PACIFIC COUNTY. If the Consultant 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 Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If PACIFIC COUNTY receives a request under the Act to inspect or copy the information so identified by the Consultant and PACIFIC COUNTY determines that release of the information is required by the Act or otherwise appropriate, PACIFIC COUNTY'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, PACIFIC COUNTY will release the requested information on the date specified.

Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.

#### **5. DELIVERABLES**

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

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

#### **6. INDEMNIFICATION**

The Consultant agrees to indemnify, defend and hold the PACIFIC 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 for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, 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 PACIFIC COUNTY to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Participation by 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 Provider's indemnity obligations under this Agreement.

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

## 7. INSURANCE

Without limiting the Consultant's indemnification of PACIFIC COUNTY, and prior to commencement of this Contract, Consultant 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 PACIFIC COUNTY.

1. **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 contractual liability.
2. **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 Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
3. **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).
4. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against PACIFIC 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 PACIFIC COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

## 8. ACCEPTANCE

PACIFIC COUNTY shall have twenty-one (21) days from the date each deliverable is made to PACIFIC COUNTY to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by PACIFIC COUNTY, shall be deemed accepted.

## 9. PAYMENT TERMS

Detailed invoices will be submitted at the completion of each Deliverable and are due upon receipt. The total of invoices shall not exceed \$\_\_\_\_\_. Timely payment is a material part of the consideration for the performance of the Services. Time is of the essence.

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

## 10. CONTRACT CEILING PRICE

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

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

## 11. CURRENCY OF PAYMENT

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

## 12. 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.

**13. HEALTH & SAFETY**

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

**14. CONFLICT OF INTEREST**

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

**15. FORCE MAJEURE**

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

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

**16. CHANGED CONDITIONS**

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

**17. CHANGES TO THE SERVICES**

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

**18. DISPUTES**

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

**19. GOVERNING LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit or judicial proceeding between the parties arising out of this Agreement.

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

**20. THIRD PARTY LITIGATION**

In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of PACIFIC COUNTY, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

**21. INDEPENDENT CONTRACTOR**

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

**22. NON-SOLICITATION OF EMPLOYEES**

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

**23. NONWAIVER**

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

**24. SEVERABILITY**

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

**25. ASSIGNMENT/SUBCONTRACTS**

Neither party may assign this Agreement without the written consent of the other party.

**26. DRAFTING PARTY**

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

**27. CAPTIONS**

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

**28. ADDITIONAL INSTRUMENTS**

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

**29. NO AGENCY**

Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

**30. ORDER OF PRECEDENCE**

In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- This Agreement
- The General Terms and Conditions (Appendix A)
- Timelines/Tasks/Scope of Work (Appendix B)
- Other Contract Documents

**31. ENTIRE AGREEMENT**

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

### **32. TERMINATION**

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

APPENDIX B - Timeline/Tasks/Scope of Work

Consultant will enhance the GIS database and synchronize GIS database layers with MSAG and ALI to 98% accuracy as outlined in the response to the Request for Proposal published September 14, 2016 and submitted to Pacific County Communications to include the following:

Based on the budget information in the RFP, Consultant is proposing

---

---

---

---

APPENDIX C - Rate Schedule

Compensation for services will not exceed \$ \_\_\_\_\_ and shall be based as follows:

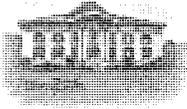
Pricing

| Total Project Cost | \$ |
|--------------------|----|
|                    |    |
|                    |    |
|                    |    |
|                    |    |
|                    |    |
|                    |    |
|                    |    |
|                    |    |

Consultant will document and report time by Phase and Deliverable on a monthly basis to Pacific County.

Payment Terms

Compensation to the Consultant will be made based on invoices as outlined in Appendix A, Section 8 with PACIFIC COUNTY withholding payment on the final invoice pending final approval of the provided product by Pacific County Communications, subject to available funding.



REQUESTED MEETING DATE:

September 13, 2016

### AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

|                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> 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: <i>Stephanie Fritts</i>   | DATE: September 1, 2016                  |
| NARRATIVE OF REQUEST   |  |
| Request for approval of Leave without Pay for telecommunicator Caitlin Ochoa.  |  |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  |  |
| Approve request for Leave Without Pay for Caitlin Ochoa, Telecommunicator for sixty (60) days through November 8, 2016 |  |



REQUESTED MEETING DATE:  
September 13, 2016

### AGENDA REQUEST FORM

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

Agenda Item#: 21

BOCCA 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: Pacific County Sheriff's Office   | DIVISION (if applicable): Communications |
| OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy  | PHONE / EXT: 3340                        |
| SIGNATURE:   | DATE: August 26, 2016                    |
| NARRATIVE OF REQUEST<br>Request approval to purchase a NG9-1-1 call taking system via sole source.   |  |
| RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u><br><br>Approve purchase of Next Generation 911 call taking system in an amount not to exceed \$126,748.15 including sales tax from Fund 160, subject to adequate budget appropriations and adopt Resolution 2016-_____ authorizing the Sole Source purchase |  |

Name of Contractor: Zetron

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Per Quotation 49075-01

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):

See attached memorandum

TOTAL COST/AMOUNT (include sales & use tax): 126,748.15

TOTAL TAX: 9388.75

TOTAL SHIPPING/HANDLING: 1,343.75

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:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF AN  
NG 9-1-1 CALL TAKING SYSTEM, TRAINING, AND TECHNICAL SUPPORT  
FROM A “SINGLE SOURCE OF SUPPLY” PROVIDER

WHEREAS, the Pacific County Sheriff’s Office, Communications Division is in need of  
NG 9-1-1 compliant telephone system; and

WHEREAS, the Pacific County Sheriff’s Office, requests approval to purchase an  
NG 9-1-1 compliant telephone system; and

WHEREAS, Zetron Incorporated of Redmond, WA is the sole vendor of the existing  
9-1-1 telephone system; now therefore,

IT IS HEREBY RESOLVED that the purchase of a NG 9-1-1 telephone system is clearly  
and legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff’s Office,  
Communications Division be authorized to purchase a NG 9-1-1 compliant telephone  
system with training and on-site technical support in an amount not to exceed  
\$126,748.15 from the single source of supply provider – Zetron Incorporated in  
accordance with competitive bidding requirements (*RCW 39.04.280*).

PASSED by the following vote this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by  
the Board of Pacific County Commissioners meeting in regular session at South Bend,  
Washington, then signed by its membership and attested to by its Clerk in authorization  
of such passage:

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

ATTEST:

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

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



# PACIFIC COUNTY SHERIFF'S OFFICE

*Sheriff Scott L. Johnson*

300 Memorial Drive, P.O. Box 27, South Bend, WA 98586 | Phone 360.875.9395 | Fax 360.875.9393

## MEMORANDUM

To: Board of Commissioners  
CC: Scott Johnson, Sheriff  
Joe Camenzind, Engineer

From: Stephanie Fritts, Chief Deputy

Date: August 26, 2016

Re: NG9-1-1 Call Taking System Purchase Approval Request

---

This memo accompanies a request for approval for PACCOM to purchase an NG9-1-1 compliant telephone system.

In preparing to transition to NG9-1-1 PACCOM requested demonstrations and quotations from Emergency Call Works, TeleCommunications Systems (a.k.a. TCS and ComTech) and Zetron Inc. Demonstrations were scheduled for February and March of 2016. Questionnaires and surveys were completed in order to facilitate comparable quotations. Demonstrations and question and answer sessions were also conducted with all three vendors with both management and line staff.

Quotations received were reviewed by Joe Camenzind and Nick Milton. A comparison follows. (Quotations from all vendors accompanying this memorandum. Amounts above differ slightly based on engineer adjustments.)

Demonstrations with a question and answer period were conducted by all three vendors. The preference, based on telecommunicator, management and engineering staff is the Zetron system.

PACCOM currently uses an obsolete Zetron 9-1-1 call taking system. That said, the system is sold in many South American countries and Zetron was able to provide a generous trade-in on existing equipment pushing the price to the least expensive of the quotations received.

Quotations were solicited in order to develop an understanding of the scope of the project. No Request for Proposal or Call for Bids published. Given the quotation results, PACCOM is recommending that a sole-source resolution be passed in order to take advantage of the exceptional quotation from Zetron (including the trade-in of existing equipment). A sole source resolution accompanies this memorandum and request for Board of Commissioners approval to purchase the Zetron MAX Call Taking NG9-1-1 system.

**ZETRON**

Quote \$128,425  
 Add'l 4 yr Support \$83,128 (\$20,782 x 4)  
 Total \$211,553

Support Locations Redmond, WA

24/7 Support ? (Need to verify)

Network Equipment 12U in Rack

SIP Phone Capabilities? All, Tandem Transfer, Hold, Mute, Transfer

Dispatch Equipment PC, Media Dock, 1 Speaker, Power Supply

SIP Phone, 23" Monitor, Headset

Screen Display Pop-up Windows

Neighbor Agency Kitsap County

Training Onsite – YES

**ECW**

\$143,522  
\$62,872 (15,718 x 4)  
 \$206,394

Daywireless (Olympia, WA)

YES

?

Basic Admin Telecomm Needs

PC, Audio Interface Unit, SIP Phone, Genovation Keypad

One Screen

Grays Harbor County

Onsite – YES

A quotation was subsequently received from TCS in the amount of \$166,426.91.



REQUESTED MEETING DATE:  
September 13, 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

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: Pacific County Sheriff's Office   | DIVISION (if applicable): Communications Division |
| OFFICIAL NAME & TITLE: Stephanie Fritts,   | PHONE / EXT: 3340                                 |
| SIGNATURE:    | DATE: August 31, 2016                             |
| NARRATIVE OF REQUEST<br>Request approval to purchase a Spectracom time server / master clock system, cables, connectors, and miscellaneous equipment to provide synchronized time to all county departmental computers and systems connected to the county network, as approved in the 2016 PACCOM budget and in accordance with Pacific County Resolution No. 2016-002 Procurement Policy, not to exceed \$9,362.85. This is part of the larger NG911 grant funded project. |   |
| RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u><br>Approve purchase of a time server/master clock system from Spectracom in an amount not to exceed \$9,362.85 including sales tax from Fund 160, subject to adequate budget appropriations   |   |

Name of Contractor: Spectracom

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

**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): Quotations requested - will add vendor to the small works roster.

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**  
Please see attached quotations. Spectracom is the vendor that best meets the current and future needs of the county, and provides the best warranty - see notes from Joe Camenzind in attached documentation. Should a county department need to add software which interfaces through it's own server, the Spectracom unit will be capable of accommodation. The cost has increased \$95.00 since approval of the NG911 project, however savings in other areas will be realized that will cover the increase.

TOTAL COST/AMOUNT (include sales & use tax): \$9,362.85    TOTAL TAX: \$674.80

TOTAL SHIPPING/HANDLING: \$253.05    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:

NG911 Master Clock comparison

|                     | Warranty | NTP ports | Price     |   |
|---------------------|----------|-----------|-----------|---|
| EndRun Technologies | 3        |           | 2 \$5,565 | Too few NTP ports for purpose                       |
| FEI-Zyfer Inc.      | 2        |           | 3 \$7,882 | Short warranty, just enough NTP ports               |
| Spectracom          | 5        |           | 4 \$8,435 | Best warranty, extra NTP port good for future needs |

I reviewed three PSAP grade master clocks warranty, NPT ports and price. The Spectracom arguably is the best value for the County's needs because of the excellent warranty and enough NTP ports for future needs.

I recommend that the County purchase the Spectracom master clock in the amount of \$8435.

\$8340 was budgeted for this purchase but the price has increased \$95. An allowance for sales tax and shipping was also budgeted.



REQUESTED MEETING DATE:  
 September 13, 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

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: Pacific County Sheriff's Office  | DIVISION (if applicable): Communications Division |
| OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy   | PHONE / EXT: 3340                                 |
| SIGNATURE:  | DATE: August 31, 2016                             |
| <b>NARRATIVE OF REQUEST</b><br>Request approval to purchase a 1000VA Wimore 1735-48-120-60L inverter to function as a line-preferred un-interruptible power supply system, as approved in the 2016 PACCOM budget and in accordance with Pacific County Resolution No. 2016-002 Procurement Policy, not to exceed \$5,000.00. This is the a portion of the UPS system contained in the larger NG911 project. The total approved budget for the UPS system is \$16,872.00. The is grant-reimbursable. |   |
| <b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board)  |   |
| Approve purchase of Next Generation 911 UPS Inverter from Wilmore Electronics Co., Inc. in an amount not to exceed \$16,872 from Fund 160, subject to adequate budget appropriations  |   |

Name of Contractor: Willmore

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

**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): Quotations attached.

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

Please see attached quotations. Four units will be required.

TOTAL COST/AMOUNT (include sales & use tax): \$4,160.28

TOTAL TAX: \$299.84

TOTAL SHIPPING/HANDLING: \$112.44

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:

NG911 UPS Inverter Comparison

1000VA inverter (designed to function as a line-preferred uninterruptible power system)

|           |                     |            |
|-----------|---------------------|------------|
| Wilmore   | 1735-48-120-60-L    | \$937.00   |
| MDS Power | Majorsine1000-48-2U | \$1,169.00 |
| NewMar    | 48-1U-1000RM        | \$1,726.00 |

I recommend that the Wilmore 1735-48-120-60-L be purchased in the amount of \$937.00 each.

We need quantity of four (4)  $\$937 \times 4 = \$3748$

\$5000 has been budgeted for this purchase



REQUESTED MEETING DATE:

September 13, 2016

### AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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: Pacific County Sheriff's Office   | DIVISION (if applicable): Communications |
| OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy  | PHONE / EXT: 3340                        |
| SIGNATURE:   | DATE: Sept 6, 2016                       |
| NARRATIVE OF REQUEST   |  |
| Request approval to purchase a 48vdc generator as part of the NG911 UPS system, including oil make up kit, telecommunications kit, carburetor heater, and battery, as approved in the 2016 PACCOM budget and in accordance with Pacific County Resolution 2016-002 Procurement Policy, not to exceed \$7,000.00. |  |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  |  |
| Approve purchase of a 48vdc generator from Capital Electric in an amount not to exceed \$7,000 including sales tax from Fund 160, subject to adequate budget appropriations  |  |

Name of Contractor: N/A

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

**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): Quotations solicited and received

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

Requesting approval to purchase a Kohler 6VSG-DC 48 volt DC generator based on lowest quotation received from Capital Electric in the amount of \$6,594.00. DC generators are not commonly sold and are not available locally. Quotations were solicited from four vendors (including Bud's Electric) and responses received from two of the four. Both responses are attached. This is a grant funded purchase under the NG911 project.

TOTAL COST/AMOUNT (include sales & use tax): \$6,594.00

TOTAL TAX: \$488.40

TOTAL SHIPPING/HANDLING: included

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:

## NG911 UPS 48vdc Generator Comparison

The cost to furnish a Kohler 6VSG-DC 48 volt DC generator is as follows:

- 1-KG 6VSG-QS5 generator
- 1-GM85224-KA1 oil make up kit
- 1-GM89596-KA1 Telecommunications Kit
- 1-Carburetor heater
- 1-Battery
- 1-Literature kit
- 1-Freight to "Pacific County"

|                   |          |
|-------------------|----------|
| Capital Electric  | \$6,105  |
| Al's Generators   | No Reply |
| Reliable Electric | \$7,387  |
| Bud's Electric    | No Reply |

I recommend that the 6VSG-DC 48 generator, with options, be purchased from Capital Electric in the amount of \$6,105.

\$7000 has been budgeted for this purchase. An allowance for sales tax and shipping was also budgeted.



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:  
9/13/2016

### AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD  |   |   |  |
|--|---|---|--|
|  |   | Agenda Item #:                          | <u>25</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: 8/26/2016           |
| <b>NARRATIVE OF REQUEST</b><br>There is currently one vacancy on the Fair Board. We have received an application from C. J. Poelnitz, of Ilwaco.                         |                           |
| <b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board)<br>Approve the appointment of C. J. Poelnitz to the Fair Board, effective immediately |                           |



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:  
9/13/2016

### AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD  |   |   |  |
|--|---|---|--|
|  |   | Agenda Item#: <u>26</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): Boards/Commissions |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board   | PHONE / EXT: _____                           |
| SIGNATURE:  | DATE: 9/2/2016                               |
| NARRATIVE OF REQUEST  |  |
| RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u>  |  |
| Approve the appointment of Jeff McEntarffer to the Marine Resource Committee, representing Conservation/Environmental Groups, effective immediately |  |



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:  
9/13/2016

### AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD  |   |   |  |
|--|---|---|--|
|  |   | Agenda Item #: <u>27</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: 9/1/2016            |
| NARRATIVE OF REQUEST   |                           |
| RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u>   |                           |
| Approve Special Event Use Agreement with Erinn Hale for a wedding to be held on County Owned Parcel #10112911260 on September 24, 2016 and authorize Chair to sign |                           |

Name of Contractor: Erinn Hale

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

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:

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

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

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

County Facility: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

**THE COUNTY AGREES TO:**

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

**THE PERMITTEE AGREES TO:**

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

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

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

Request for waiver of the insurance requirements is hereby:

Approved                       Denied



## Special Event Application

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

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

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

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

### PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Erinn & Collin's 15 minute wedding ceremony
  2. Description of event: Erinn & Collin and less than 100 of their closest friends and family will parade to the woods directly across from The Sou'wester Lodge on J Place to have a 15 min ceremony where no amplification will be used, no chairs, no music, and no decorations.
  3. Location of event: J Place and 38th Place on Pacific County property directly across from Sou'wester
  4. Dates of event: September 24, 2016 Hours of operation: 4:00-4:15pm
  5. Has the event been held previously? No Dates: \_\_\_\_\_
  6. Estimated attendance: Less than 100 people
  7. Name and address of Event Representative: Erinn Hale 702 NW 62nd St, Seattle, WA 98107
- \_\_\_\_\_
- Cell Phone Number: 206-227-1603 Office Number: \_\_\_\_\_
8. Emergency contact name and phone number: Collin Howell 509-899-2121
- \_\_\_\_\_

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

**WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION**

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

**SWORN STATEMENT OF COMPLIANCE**

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

**Erinn J Hale**

Digitally signed by Erinn J Hale  
DN: cn=Erinn J Hale, o=Erinn J Hale  
Photography, ou,  
email=erinn@erinnjhale.com, c=US  
Date: 2016.09.01 14:09:49 -07'00'

Signature of Applicant/Representative

9/1/16  
Date

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

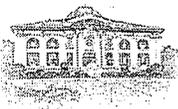
Name: Erinn Hale Contact #: 206-227-1603

Name: Collin Howell Contact #: 509-899-2121

Name: Thandi Rosenbaum-Souwester Contact #: 503-756-7041

Name: \_\_\_\_\_ Contact #: \_\_\_\_\_





REQUESTED MEETING DATE:

8/23/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 28

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: 9/13/2016

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: Commissioners Office   | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board   | PHONE / EXT:              |
| SIGNATURE:  | DATE: 8/9/2016            |
| NARRATIVE OF REQUEST  |                           |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)   |                           |
| Adopt Resolution 2016-_____ establishing the Facility Use Application Process and rescind Resolutions 2010-035, 2013-070 and 2015-015 |                           |

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

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

**A RESOLUTION ADOPTING THE PACIFIC COUNTY FACILITY USE  
APPLICATION PROCESS AND RESCINDING RESOLUTION 2010-035 (SPECIAL  
EVENT APPLICATION PROCESS), RESOLUTION 2013-070 (COURTHOUSE  
FACILITIES USE POLICY) AND RESOLUTION 2015-015 (PARK CAMPING FEES  
AND CHARGES)**

**WHEREAS**, Pacific County desires to promote and support special events within the County,  
and

**WHEREAS**, the County recognizes the public's desire to use county-owned facilities, parks and  
property for special events and small gatherings, and

**WHEREAS**, Pacific County desires to allow the use of county-owned facilities, parks and  
properties for these purposes, and

**WHEREAS**, it is necessary that these events be scheduled in advance and conducted as to not  
interfere with the daily operations or conduct of regular county business, and

**WHEREAS**, an application process needs to be in place allowing for review by the County to  
determine appropriate liability insurance, security, traffic control, and other related requirements  
are in place to best assure the health and safety of guests, and the integrity of the County's  
property is maintained.

**NOW THEREFORE, IT IS HEREBY FURTHER RESOLVED** by the Pacific County Board  
of Commissioners that the Pacific County Facilities Use Policy (Attachment A), Pacific County  
Facilities Use Application (Attachment B), Alcohol Policy for Facility Rentals (Attachment C)  
Safety Requirements Application (Attachment D) and Facilities Use Fee Schedule (Attachment  
E) are hereby adopted.

**BE IT STILL FURTHER RESOLVED** that Resolution 2010-035 (Special Event Application  
Process), Resolution 2013-070 (Courthouse Facilities Use Policy) And Resolution 2015-015  
(Park Camping Fees and Charges) are hereby be rescinded.

**PASSED** by the following vote this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Board  
of Pacific County Commissioners meeting in regular session at South Bend, Washington, then  
signed by its membership and attested to by its Clerk in authorization of such passage:

\_\_\_\_ YEA; \_\_\_\_ NAY; \_\_\_\_ ABSTAIN; and \_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST

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

---

Marie Guernsey  
Clerk of the Board

---

Steve Rogers, Commissioner

# ATTACHMENT A

## PACIFIC COUNTY FACILITY USE POLICY AND PROCESS

### Section 1: DECLARATIONS

1. The County allows public use of certain county owned facilities and grounds on a first-come, first-served basis in accordance with this policy. Uses will be scheduled so that the conduct of county business will not be unreasonably disrupted. These uses will be coordinated with the Department of Public Works and the Commissioners' Office.
2. It is the intent of the County to comply with the requirements of state and federal regulations that prohibit discrimination based on race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.
3. Official County activities have first priority for use of all facilities. Because the Courthouse is the county seat for Pacific County, unexpected events relating to county/state government may arise which could require the relocation of the event from the courthouse within 24 hours of the start of the event. Although every effort will be made to avoid a conflict, an alternative location should be arranged in the event of an unavoidable situation.
4. The County is not liable for any failure in performance of any provision of this policy.
5. Violations of this policy may result in removal of Applicant privileges for use of County facilities.
6. The County reserves the right to cancel any reservation without notice for any reason.
7. The County is not responsible for lost or stolen items.

### Section 2: PROCESS

1. Written requests to hold an event shall be made through the Commissioners' Office.
2. Submit a Facility Use Application (Attachment B) and all applicable attachments (Attachments C, D) to the Pacific County Board of Commissioners a minimum of **60 days** prior to an event. Upon approval, a written confirmation will be mailed to the applicant.
3. Depending on the nature of your event, additional permits may be required from individual departments/offices including: Department of Community Development, Department of Public Works and the Sheriff's Office. Please contact them to determine if additional permits are required for your event.
4. The site and facilities may be inspected by County officials prior to opening the event to the general public to ensure that you are complying with the stated plans upon which the approval was made. If you fail to comply with those requirements, your permit may be revoked and the event closed.

### **Section 3: GENERAL PROVISIONS REGARDING USE OF COURTHOUSE ROTUNDA AND COURTHOUSE POND**

1. Events being held in the Rotunda which may attract more than 20 people and anticipated to last longer than 15 minutes require compliance with this policy. Receptions are not allowed in the rotunda.
2. Maximum occupancy of attendance – 100 people.
3. The County will not provide tables, chairs, or any other equipment for the event.
4. Decorations shall not be attached in any way (tape, nails, tacks, wire) to any surfaces (walls, floors, railings, wood work) or furniture. All decorations shall be free standing. Helium balloons are not allowed.
5. Restrooms are available on the main floor of the Courthouse. ADA restrooms are located on the 2<sup>nd</sup> floor of the Public Safety Building directly behind the courthouse.
6. One county staff person will be responsible for opening and closing the Courthouse. Set-up and clean-up activities are the responsibility of the Applicant.
7. All chairs, equipment and accessories for the event must be provided by the Applicant. Power can be made available, if needed.
8. Applicant shall not adjust heating or wall hangings.
9. The furniture shall not be rearranged.
10. The following activities are prohibited in the facility and on county grounds:
  - a. Tobacco Use, Smoking, Vaping
  - b. Weapons (law enforcement exempt)
  - c. Alcoholic beverages and/or narcotics
11. Applicant shall assume full responsibility for all damages and injuries which may occur.
12. Applicant shall provide adequate supervision for the protection of lives and property.
13. In the event of damage to County's premises or equipment caused by Applicant, the Applicant will accept the County's cost estimate of the repair or replacement and make prompt payment to the County.
14. Functions occurring in County facilities may not violate City, County, or public authority ordinances or regulations.
15. Fire, safety, and capacity regulations of Pacific County, City of South Bend or the State of Washington must be observed.

#### **Section 4: USE AND DEPOSIT FEES**

1. Use and deposit fees are set by resolution of the Board of County Commissioners (Attachment E).
2. Use and deposit fees are to be submitted with the application at least 60 days prior to the date of the event. If there is any required clean-up or damage to property, grounds, equipment or furniture the deposit will not be refunded.

#### **Section 5: INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification:** To the fullest extent permitted by law, the Applicant 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 Applicant, its employees, agents or volunteers or Applicant's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with this Agreement; or 3) are based upon the Applicant's use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the Applicant 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 Applicant shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Applicant hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Applicant are a material inducement to COUNTY to enter into this Agreement.
2. **Insurance:** Without limiting the Applicant's indemnification of COUNTY, and prior to commencement of the event, the Applicant 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 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. **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 Applicant must name the COUNTY as an additional insured. The Applicant agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that the Applicant's liability insurance policy shall so state.

**The County may adjust the amount of coverage required based on the details of the proposed event. If alcohol is being served additional insurance will be required (See Attachment C-Alcohol Use Policy).**

Special Event Insurance may be available through the Applicant's insurance broker or can be found on-line.

**Section 6: PACIFIC COUNTY CONTACT INFORMATION:**

Board of County Commissioners – 360/875-9337  
Department of Community Development – 360/875-9356  
Department of Public Works – 360/875-9368  
Sheriff's Office – 360/875-9395  
Fair Office – 360/942-3713

DRAFT

## ATTACHMENT B

### Facility Use Application

Thank you for your interest in using a county-owned park, facility or property to host your special event.

Please complete and return this Application and the appropriate attachments along with fee and damage deposit to the Board of Pacific County Commissioners Office at least **60 days** prior to the first day of the scheduled event.

#### **PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: \_\_\_\_\_
2. Is this a private event (invitation only) or open to the public?  
Private \_\_\_\_\_ Public \_\_\_\_\_
3. Description of event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Location of event: \_\_\_\_\_
5. Date(s) of event: \_\_\_\_\_ Hour(s) of operation: \_\_\_\_\_
6. Has the event been held previously? \_\_\_\_\_ Date(s): \_\_\_\_\_
7. Estimated attendance: \_\_\_\_\_
8. Name Event Representative: \_\_\_\_\_
9. Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
10. Event Representative email address: \_\_\_\_\_
11. Event Representative address: \_\_\_\_\_
12. Emergency contact name and phone number: \_\_\_\_\_

| Please check Yes, No or Not Applicable (NA) for the following questions.   | YES | NO | NA | <b>NOTE:</b> All required  |
|--|-----|----|----|--|
| Will there be alcohol served at the event?   |     |    |    | If yes, complete Attachment C (Alcohol Use Policy), Attachment D (Security Requirements) and attach required permit from the WA State Liquor Control Board |
| Will County staffing be requested at the event? <i>May be required by the County.</i>                              |     |    |    | If yes, attach a list of those services and outline specific duties.   |
| Is your event is open to the public?   |     |    |    | If yes, complete Attachment D (Security Requirements)  |
| Will food and beverage be served at your event and last beyond 8 pm  |     |    |    | If yes, complete Attachment D (Security Requirements)  |
| Will you have Emergency Medical Services (EMS) on site during the event?   |     |    |    |  |
| Will there be music, sound amplification or any other noise impacts?   |     |    |    | If yes, the County has a noise ordinance in effect (see County Code for details)   |
| Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way? |     |    |    | If yes, attach adequate traffic and detour plans.  |
| Will you have traffic control?   |     |    |    | If yes, indicate how the traffic control will be addressed.  |
| Will off-site parking be needed?   |     |    |    | If yes, attach parking plan.   |
| Will there be shuttle buses provided for attendees?  |     |    |    | If yes, attach a map of their route.   |
| Will there be tickets sold to attend the event?  |     |    |    | If yes, please note the cost of the event.   |
| Do you have an informational flyer advertising the event?  |     |    |    | If yes, please attach a copy.  |
| Will there be food served?   |     |    |    | If yes, attach copy of food service permit.  |
| Will additional bathroom facilities be used?   |     |    |    | If yes, please provide specific information related to the # of sanicans provided. Please include the location on a diagram of the event.                  |
| Do you have a plan for garbage and recycling?  |     |    |    | If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.  |
| Will a temporary structure be erected for this event?  |     |    |    | If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.  |
| Have you obtained a Certificate of Insurance specifically naming Pacific County?                                   |     |    |    | <b>A copy of the Certificate of Insurance must be attached or the application will not be considered.</b>  |

## **WRITTEN PERMISSION TO ENTER EVENT SITE FOR INSPECTION**

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

## **SWORN STATEMENT OF COMPLIANCE**

I hereby acknowledge that I have read and understand the requirements set forth in Pacific County Facility Use Policy and Process and this application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth in Pacific County Code may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

I affirm that all information contained therein is true to the best of his or her knowledge. As this application is the basis for use of county facilities, any material error, omission, or misrepresentation may constitute a violation of this agreement for the County may rescind the agreement and/or deny future applications by the applicant.

\_\_\_\_\_  
**Signature of Applicant/Representative**

\_\_\_\_\_  
**Date**

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

Name: \_\_\_\_\_ Contact #: \_\_\_\_\_



**ATTACHMENT C**

**PACIFIC COUNTY**

**ALCOHOL POLICY FOR FACILITY RENTALS**

No alcohol is allowed in any building or on grounds owned, rented or leased by Pacific County, without the expressed written consent of Pacific County. For those functions where express approval has been granted, the following rules must be followed:

- The sale, furnishing and/or consumption of alcoholic beverages is not permitted without a valid permit issued by the Washington State Liquor and Cannabis Board and a copy of such permit shall be provided to the County at least two weeks prior to the event. The permit must be posted in a conspicuous location within the facility for the duration of the event.

NOTE: Alcoholic beverage SALES are not permitted under a BANQUET PERMIT and are only allowed under a Special Occasion License issued to a nonprofit organization.

- The PERMITTEE shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability Insurance coverage may be substituted when alcohol is being consumed, but not sold on premises with prior written approval of the County. Certificate of insurance coverage must be provided to the County at least two weeks prior to the event.
- All persons serving alcoholic beverages must be appropriately trained regarding Washington State Liquor and Cannabis Board rules and regulations regarding service of alcoholic beverages under a Banquet Permit or Special Occasion License, as may apply to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the controlled area. All beverages must be served in cans, disposable cups, or plastic or metal bottles only. Absolutely no glass bottles will be allowed.
- Alcoholic beverage sales, furnishing and consumption shall comply with all Washington laws, rules and regulations, and specifically those of the Washington State Liquor and Cannabis Board. In particular, no person under the age of 21 shall be allowed to purchase, consume, furnish or possess alcoholic beverages. Valid photo identification shall be required for all persons purchasing, consuming, furnishing, or possessing alcoholic beverages. No person shall be over-served and persons exhibiting intoxication shall not be sold or furnished alcoholic beverages.

- For events using a Banquet Permit the event shall not be advertised, shall be by invitation only, and shall not be open to the public.
- The PERMITTEE will also, at its expense, comply with all requirements of the Pacific County Facility Use-Security Requirements Policy.
- **Any violation of these requirements will result in the immediate revocation of the Facility Use Agreement, closure of the PERMITTEE's event, forfeiture of the PERMITTEE's rent and deposit, and the PERMITTEE may not be allowed to serve alcohol at any future events.**

The PERMITTEE is solely and wholly responsible to ensure that all rules and regulations are followed.

- Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals

PERMITTEE

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# ATTACHMENT C

## PACIFIC COUNTY FACILITY USE SAFETY REQUIREMENTS APPLICATION

Safety personnel are required for gatherings where food and beverage is served and which last beyond 8pm OR where alcohol is sold, furnished or consumed regardless of the time of day. Safety personnel may be required at other events which are determined by the County to warrant security. Minimum safety personnel requirements are based on the number of attendees and whether the event is public or private.

The Safety Requirements Application **must be received by the County 60 days prior to an event**. The Pacific County Board of County Commissioners and Risk Manager, in consultation with the Pacific County Sheriff's Office, will review all applications and reserve the right to adjust safety requirements as they deem necessary.

Information regarding the event:

1. The estimated number of persons attending the event: \_\_\_\_\_
2. This is a  private event  public event
3. Alcoholic beverages  will  will not be sold, furnished or consumed. The hours of alcohol service will be from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.
4. Live music/DJ/dancing  will  will not be at the event.

### MINIMUM SAFETY REQUIREMENTS, UNLESS ADJUSTED BY THE COUNTY

| Attendees | PRIVATE EVENTS                 |                           | PUBLIC EVENTS                  |                           |
|-----------|--------------------------------|---------------------------|--------------------------------|---------------------------|
|           | No Alcohol, with Music/Dancing | Alcohol and Music/Dancing | No Alcohol, with Music/Dancing | Alcohol and Music/Dancing |
| 0-100     | 0                              | 2                         | 1                              | 2                         |
| 101-200   | 1                              | 3                         | 2                              | 3                         |
| 201-300   | 2                              | 3                         | 3                              | 4                         |
| 301-400   | 2                              | 4                         | 4                              | 6                         |
| 401-500   | 2                              | 5                         | 5                              | 6                         |

1. Safety personnel shall only serve as safety personnel and shall not be used as bartenders and/or beverage servers at the event.
2. Safety personnel will wear a vest, name tag or shirt clearly identifying them as such.
3. Safety personnel shall enforce entry limitations, such as invitation required, minimum age, excluding intoxicated person seeking admission, and facility occupancy limitations, remove individuals, and refuse entry.
4. Private events shall be by invitation only and the public shall not be permitted.

Safety will be provided by:

- Law Enforcement Entity

Jurisdiction \_\_\_\_\_

Name of Officer(s) \_\_\_\_\_

\_\_\_\_\_

- Off-Duty Trained (CJTC or Equivalent) Law Enforcement Officer(s)

Jurisdiction \_\_\_\_\_

Name of Officer(s) \_\_\_\_\_

\_\_\_\_\_

**Note:** Law Enforcement Personnel from an agency other than the Sheriff's Office, and Off-duty officers may not act in a law enforcement capacity outside of their jurisdiction and will not be in uniform unless they have been commissioned by the Pacific County Sheriff.

- Licensed and Bonded Security Company

A copy of the Company's license must be on file with the County at least two (2) weeks prior to the event.

I hereby acknowledge that I have familiarized myself with Pacific County Facility Use Safety Requirements Application. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County will result in immediate revocation of the Facility Use Agreement, closure of the Applicant's event, forfeiture of the Applicant's rent and deposit, and may prevent me from future use of County facilities.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# ATTACHMENT E

## FACILITY USE FEE SCHEDULE

### FOR ALL RENTALS:

1. All fees and deposits are required to be submitted with your application.
2. Deposit/cleaning fee is refundable upon inspection and return of keys.
3. All camping/rv fees are subject to sales and lodging tax

### PACIFIC COUNTY FAIRGROUNDS

#### **WEEKEND RENTAL** *Friday set-up, Saturday, Sunday clean-up by 1:00PM*

|   |          |
|---|----------|
| (includes Gauerke Building and Restrooms) | \$300.00 |
| Damage/Cleaning Deposit                   | \$200.00 |
| Additional Day                            | \$100.00 |
| Garbage Removal                           | \$50.00  |

#### **DAILY RENTAL** *8:00AM to 5:00PM*

|  |          |
|--|----------|
| (\$100 damage/cleaning deposit included) | \$200.00 |
|--|----------|

#### **BY-THE-HOUR RENTAL**

(Including restrooms; excluding Gauerke Building)

|                      |         |          |
|----------------------|---------|----------|
| 1 to 3 hours         | \$50.00 | per hour |
| Each Additional hour | \$25.00 | per hour |

#### **HORSE ARENA RENTAL**

|                                       |          |
|---------------------------------------|----------|
| (includes horse stalls and restrooms) | \$300.00 |
|---------------------------------------|----------|

#### **LARGER GROUP RENTAL PACKAGE**

(Includes Gauerke Building, Grange Building and Restrooms)

|   |                    |
|---|--------------------|
| 4 day rental for up to 30 people              | \$400.00           |
| Additional day                                | \$100.00           |
| Additional Fee per person (31 or more people) | \$10.00 per person |
| Garbage Removal                               | \$50.00            |
| Damage/Cleaning Deposit                       | \$200.00           |

#### **OFF-SEASON CAMPING FEES**

|                         |                |
|-------------------------|----------------|
| Tent Camping            | \$10 per day   |
|                         | \$50 per week  |
| RV Camping with hookups | \$20 per day   |
|                         | \$100 per week |

## PACIFIC COUNTY PARKS

### CAMPSITE DESCRIPTIONS

*There is a maximum of eight (8) people per campsite and two vehicles*

#### (P) Primitive and water trail campsites:

Campsite does not include a nearby flush comfort station. Primitive campsites may not have any amenities of a standard campsite. Sites accessible by motorized/non-motorized vehicles and water trail camping.

#### (S) Standard campsite:

A designated campsite served by nearby domestic water, sink waste, garbage disposal and flush comfort station.

#### (PU) Partial-utility campsite:

A standard campsite with electricity and may have other utilities available.

| <b>PARK</b>  | <b>P</b> | <b>S</b> | <b>PU</b> | <b>YURT*</b> | <b>ADDL VEHICLE</b> | <b>RV DUMP FEE</b> | <b>DAY USE</b> |
|--------------|----------|----------|-----------|--------------|---------------------|--------------------|----------------|
| Bruceport    | \$15.00  | \$20.00  | \$25.00   | \$65.00      | \$10.00             | \$5.00             | \$50.00        |
| Bush Pioneer | \$15.00  | \$20.00  | \$25.00   | n/a          | \$10.00             | \$5.00             | n/c            |
| Chinook      | \$15.00  | \$20.00  | \$25.00   | n/a          | \$10.00             | \$5.00             | n/c            |

*\*includes covered area*

|                 |                |          |  |
|-----------------|----------------|----------|--|
| <b>Morehead</b> | <b>P</b>       | \$15.00  | up to eight (8) people   |
|                 | <b>DAY USE</b> | \$50.00  | Plus \$25 cleaning deposit; includes lodge & grounds   |
|                 | <b>3-DAYS</b>  | \$250.00 | Plus \$100 cleaning deposit; includes lodge & grounds  |
|                 | <b>CABINS*</b> | \$5.00   | per night/per person up to 25 people<br>26+ people requires the rental of a port-a-potty at \$75/day |

## PACIFIC COUNTY COURTHOUSE

*During weekend or non-business hours*

|                         |       |
|-------------------------|-------|
| <b>ROTUNDA</b>          | \$200 |
| Damage/Cleaning Deposit | \$250 |
| <b>POND AREA</b>        | \$100 |
| Damage/Cleaning Deposit | \$100 |



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**

Agenda Item#: 29

BOCCA 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: General Administration  | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Kathy Spoor, CAO  | PHONE / EXT:              |
| SIGNATURE: <i>Kathy Spoor</i>  | DATE: 9-1-16              |
| NARRATIVE OF REQUEST<br>Attached for your consideration are two Interlocal Agreements with the Shoalwater Bay Tribe and the Sheriff's Office to provide for law enforcement coverage.<br><br>The first agreement relates to cross commissioning of officers, and the second is the agreement to provide coverage across jurisdictions in cases of emergency.<br><br>The updates to language have been made in both agreements. |                           |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)<br>Move to approve Cross Commission Law Enforcement Agreement between Shoalwater Bay Tribe and Interlocal Agreement between Shoalwater Bay Indian Tribe and the Pacific County Sheriff's Office.   |                           |

Name of Contractor: Shoalwater Bay Indian Tribe

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Cross Commission Law Enforcement Agreement between Shoalwater Bay Tribal Community and Pacific County

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: \_\_\_\_\_ cross commission agreement

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:

**INTERLOCAL AGREEMENT  
SHOALWATER BAY INDIAN TRIBE AND  
THE PACIFIC COUNTY SHERIFF'S OFFICE**

**Shoalwater Bay Indian Tribe  
and  
Pacific County Sheriff's Office**

This agreement is entered into under:

The Inter-local Cooperation Act (Chapter 39.34 RCW); Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and the Tribal Police Officers Act (Chapter 10.93.02 RCW); between the Pacific County Sheriff's Office (hereinafter Sheriff) and the Shoalwater Bay Indian Tribe (hereinafter Tribe), in order to provide mutual aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility to protect lives, protect property, to keep the peace; and

WHEREAS, effective law enforcement depends upon the ability of responding law enforcement officers to take emergency action to protect lives and property and to preserve the peace without regard to jurisdictional limits; and

WHEREAS, it is necessary and desirable that a cooperative agreement is executed for the purpose of effectuating efficient law enforcement within the boundaries of the Tribe's reservation; and

WHEREAS, it is not intended that the traditional law enforcement responsibilities of the signatory agencies be altered, but rather that they be empowered to act in appropriate situations; and

WHEREAS, it is intended that tribal police officers who (1) have successfully completed the requirements of Chapter 43.101.157 RCW; (2) are employed by a tribal authority that has provided sufficient proof of insurance to the Office of Financial Management for the State of Washington and Pacific County; and (3) are in all other respects qualified to act as a peace officer under Chapter 10.92 RCW, shall be eligible to act as a general authority Washington peace officer as provided under the law and this Agreement within the boundaries of the Tribe's reservation; and

WHEREAS, this understanding shall not impair the authority of any officer who has acted pursuant to a special commission separately granted by the Sheriff;

NOW, THEREFORE,

Parties agree to the following:

**1. ADMINISTRATIVE CONSIDERATIONS**

The parties shall comply with Chapter 10.92 RCW.

## **2. PEACE OFFICER AUTHORITY**

A Tribal officer who is authorized hereunder shall be recognized and authorized to act as a general authority Washington peace officer pursuant to Chapter 10.92 RCW within the boundaries of the Tribe's reservation. All of the activity of that officer pursuant to that authority shall be in accord with the laws of Shoalwater Bay Tribe, the State of Washington and the United States of America. To the extent that Tribal officers act with the cooperation, assistance or direction of the Sheriff, Tribal officers must follow the requirements of the Washington State Constitution and the laws of the State of Washington.

Nothing in this agreement shall affect the current authority of non-tribal police officers to exercise proper authority to enforce state laws within the boundaries of the Tribe/Nation.

## **3. DECERTIFICATION OF PEACE OFFICER AUTHORITY**

The parties agree to notify all signatories and the county and Tribal prosecutor's offices by the next business day, in writing, should their officer become decertified.

## **4. BRADY NOTIFICATION**

The parties shall timely provide Brady material.

## **5. TRIBAL AUTHORITY**

Tribal law enforcement officers shall remain under the control of the Tribe and this agreement imposes no affirmative obligation on them to act as cross-commissioned officers. The agreement does, however, direct the manner in which they shall act when serving as cross-commissioned officers of the Pacific County Sheriff's Office. This Agreement shall not expand or limit the authority or jurisdiction of any city, county, state, federal or Tribal court or other government authority.

## **6. GEOGRAPHIC AUTHORITY**

The authority granted herein shall be coextensive with the exterior boundaries of the Tribe's reservation.

## **7. NO AGENCY OR EMPLOYEE STATUS**

The authority granted herein shall not create an agency or employee status between the Tribal officer and Pacific County.

## **8. SOVEREIGNTY RETAINED**

Except as articulated in Section 28 of this Agreement, nothing in this Agreement shall affect the existing status and sovereignty of either party.

## **9. STATE AND LOCAL ENFORCEMENT**

Nothing in this Agreement limits, impairs or otherwise affects the existing authority of state or local law enforcement officers to enforce state law within the exterior boundaries of an Indian reservation or to enter Indian country in fresh pursuit, as defined in Chapter 10.93.070 RCW.

## **10. RATIFICATION, DURATION, AMENDMENTS, RENEWAL OF AGREEMENT, WITHDRAWAL and ARBITRATION**

This Agreement is in effect until December 31, 2018.

This Agreement is not deemed to be in force unless ratified by the appropriate legislative and/or governing bodies of each party.

If either party's legislative/governing body fails to ratify the Agreement within 30 days, the parties agree to make an effort to work toward ratification for an additional 30 days to complete the Agreement.

It is recognized that special circumstances arise from time-to-time. Therefore, amendments to the Agreement can be accomplished at any time on consent and signature of all parties involved. Approved and signed amendments shall be attached to the original document.

An amendment in the form of a new signature page is required when leadership/signatory changes occur. It is the responsibility of the party who experiences the change to accomplish and distribute a new signature page as described in AGREEMENT DISTRIBUTION below within 30 days of the change. The amendment shall be attached to the original document.

The parties agree to meet prior to the expiration of the Agreement in order to reach a new Agreement

Either party may terminate this Agreement for cause by providing written notice to the other party of the intent to terminate the Agreement. Unless the request to terminate is withdrawn, the Agreement will then terminate at midnight on the 30<sup>th</sup> day. The parties agree to meet in an attempt to settle differences.

## **11. AGREEMENT DISTRIBUTION**

The parties agree that current and signed copies of this Agreement and copies of any signed amendments to this Agreement will be retained by each party. Furthermore, each party will send copies of the most current Agreement and amendments to the Office of Financial Management for the State of Washington and to the Washington Criminal Justice Training Commission as soon as possible after the signing of a new Agreement or amendments.

## **12. FIELD OPERATIONS**

The parties may create separate documents providing for field operation protocols, 911 protocols, and fire operation protocols.

## **13. CERTIFICATION**

The Tribe shall notify the Sheriff when a Tribal officer has been certified pursuant to Chapter 10.92 RCW. The notification shall be in writing and shall be delivered to the Sheriff within 10 days of certification.

Each party shall provide the Criminal Justice Training Commission with documentation for the fulfillment of the certification and revocation process.

The parties agree that the Sheriff may commission Tribal officers. In the event that the Sheriff does commission a Tribal officer, the Tribe agrees to a limited waiver of sovereign immunity and to comply with the requirements for insurance pursuant to Section 28 of this Agreement.

Nothing in this Agreement requires a party to cross-deputize an officer.

A party may suspend or revoke the authority of any officer to exercise commissions granted by the other party. A party shall notify the other party within 24 hours, in writing, of any suspension or revocation.

Upon the decertification of any officer, the parties shall notify each other and the county and Tribal prosecuting attorneys in writing within 24 hours.

#### **14. TRAINING**

Any officer who is subject to this Agreement or otherwise cross-commissioned, shall meet the minimum standards for State certification. Both parties are responsible for on-going training as required.

#### **15. RIGHT OF FIRST REFUSAL and RESPONSIBILITY**

The parties agree that when life or property is in jeopardy, the closest officer(s) will respond. It will be the initial responding officer's responsibility to first protect life and property, then to establish the agency of jurisdiction. The agency of jurisdiction will be consulted, as safety allows, to determine who will conduct further law enforcement involvement.

Operations requiring a joint operation of agencies will be directed by the agency of jurisdiction unless otherwise agreed upon.

#### **16. INVESTIGATIONS, WARRANTS and ARREST**

Any investigation, warrant activity or arrest shall be in accordance with applicable Tribal, state or federal law.

#### **17. REPORTING**

All personnel will submit required reports to the agency of jurisdiction.

#### **18. EVIDENCE and PROPERTY RECEIPTING, SAFEGUARDING and RETENTION**

Retained evidence and/or property shall be properly receipted. A complete inventory sheet shall be kept for all retained evidence.

All evidence and/or property so receipted shall be safeguarded and maintained in a secure environment that may be accessed for viewing. A list of all persons with access to the secure environment shall be kept. A log of the removal and return of any evidence or property shall include the personnel and time.

No evidence or property shall be released except upon written court order or a written directive of the prosecuting attorney or the Tribal Chief of Police, or his or her designee.

**Policies regarding unclaimed property shall conform to Chapter 63.40 RCW.**

#### **19. REFERRAL TO PROSECUTING AUTHORITY**

For any matter which is going to be prosecuted in the Pacific County court, a Tribal police officer shall submit relevant paperwork to the Pacific County Prosecuting Attorney's Office for charging. Whenever

any matter is referred to the Prosecuting Attorney's Office, a Tribal police officer must provide necessary paperwork within the timelines required by the prosecuting attorney and applicable court rules.

## **20. FOLLOW-UP INVESTIGATION**

The parties shall conduct whatever follow-up investigation is needed and requested. The lead agency will be determined by a verbal agreement between the Chief of Police of the Shoalwater Bay Police Department and a Lieutenant or above from the Pacific County Sheriff's Office.

## **21. WARRANT SERVICE**

The parties shall assist one another, when requested, in the execution of search warrants and arrest warrants properly issued by the jurisdiction. Execution of any warrant shall be governed by applicable State and Federal law.

## **22. SUBPOENA and DISCOVERY**

All rules of discovery in a criminal case shall apply and personnel will be subject to subpoena or other court process.

## **23. PRE-TRIAL INTERVIEWS and MOTIONS**

Personnel shall be available at reasonable times and upon reasonable notice for any pre-trial interviews, depositions or motions.

## **24. JAIL**

The Sheriff's Office will be responsible for all costs associated with non-Indians booked into the Pacific County Jail by Tribal officers. Tribal officers will follow all booking procedures of the Pacific County Sheriff's Office.

## **25. PROSECUTION and COURTS**

Cases will be adjudicated through the appropriate court of jurisdiction. Cases prosecuted in Pacific County courts that emanate within the boundaries of the Tribe will be treated in the same manner as other similar cases.

## **26. RESOLVING CITIZEN COMPLAINTS**

The parties agree to each maintain a process that will accommodate citizen or other agency complaints regarding their personnel.

## **27. EXTRAORDINARY COSTS**

The parties shall enter into a separate Local Agreement on Extraordinary Costs.

## **28. GOVERNING LAW, VENUE and LIMITED CONSENT TO SUIT**

**Section XIV Severability/Duration of Commissions**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected. Because the source of legal authority to grant, revoke, and suspend the commissions described in this Agreement is separate from and independent of the terms of this Agreement, the invalidity of all or any portion of this Agreement shall have no effect on the validity of such commissions, which shall remain in effect until suspended or revoked at the discretion of the SHERIFF or his designee.

**Section XV Previous Agreements**

This Agreement shall supersede and render null and void any previous agreements between the TRIBE and the COUNTY pertaining to the commissioning by the SHERIFF or his designee of tribal law enforcement officers.

The effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SHOALWATER BAY INDIAN TRIBE**

\_\_\_\_\_  
Charlene Nelson, Chairperson

**PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Steve Rogers, ~~Chairman~~ Commissioner

ATTEST:

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

\_\_\_\_\_  
Frank Wolfe, ~~Commissioner~~ Chairman

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

**PACIFIC COUNTY SHERIFF**

\_\_\_\_\_  
Scott L. Johnson, Sheriff

**CROSS COMMISSION LAW ENFORCEMENT AGREEMENT BETWEEN  
THE SHOALWATER BAY TRIBAL COMMUNITY  
AND  
PACIFIC COUNTY  
PREAMBLE**

THIS AGREEMENT DATED \_\_\_\_\_, is between the Shoalwater Bay Indian Tribal Community, a federally recognized Indian Tribe organized pursuant to Section Sixteen of the Indian Reorganization Act of 1934 (25 U.S.C. Section 476), hereinafter "TRIBE," and Pacific County, Washington, hereinafter "COUNTY", through the Pacific County Sheriff, hereinafter "SHERIFF."

THIS AGREEMENT IS ENTERED INTO UNDER THE Inter-local Cooperation Act (RCW 39.34), the Mutual Aid Peace Officer Powers Act (RCW 10.93), the Tribal Police Officers Act (RCW 10.93.02) and the Constitution, Bylaws and Tribal Code of the Shoalwater Indian Tribal Community.

**INTENT**

The TRIBE and the COUNTY each wish to protect the lives and property of all people within the Shoalwater Bay Indian Reservation. The TRIBE and the COUNTY, therefore, have entered into this Agreement governing certain aspects of the relationships between the COUNTY and TRIBE with respect to the use of tribal law enforcement officers in emergency situations and the commission of Tribal law enforcement officers as COUNTY deputies.

Such commission shall empower a tribal officer as described in Section V (Scope of Powers). Crimes investigated under this commission shall only be prosecuted in the courts of the State of Washington.

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

**Section I      DEFINITIONS**

As used in this Agreement:

Approved Tribal Officer: A law enforcement officer employed by the TRIBE, who has submitted to a background check and training as required by the COUNTY, and has thereafter been granted a commission by the SHERIFF.

Commission: A Pacific County deputy sheriff commission granted to an approved Tribal officer in accordance with this Agreement. The commission can be either a full or a limited commission.

Commission Card: An identification card issued by the SHERIFF to an approved Tribal officer.

Reservation: The Shoalwater Bay Indian Reservation, and all territory within the exterior boundaries thereof, including without limitation all roads, rights of way, easements, tidelands and waterways within such exterior boundaries.

## **Section II Jurisdiction**

Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to modify the legal requirements for arrest or search and seizure, or to accomplish any act violative of State or Federal law.

## **Section III Issuing Commissions**

The granting of deputy sheriff commissions shall be at the sole discretion of the SHERIFF or his designee. Applications for commissions shall be submitted in writing to the SHERIFF or his designee. Each application shall be accompanied by all background information on the applicant known to Tribal law enforcement by appropriate waivers allowing the standard SHERIFF's Office pre-employment investigation, and by such other information as may be required. The SHERIFF or his designee shall grant or deny each application within a reasonable period of time. The granting of a commission shall be evidenced by the issuance of a commission card to the officer receiving the commission. No commission shall be denied on the basis of race, creed, sex, color or national origin. No individual officer of the TRIBE's law enforcement agency shall be commissioned by the SHERIFF or his designee unless that officer has successfully completed the Washington State Basic Law Enforcement Academy or equivalent training. The SHERIFF or his designee shall have the power to issue full or limited commissions. If the SHERIFF or his designee issues a limited commission, he shall specify the exact scope of the commission at the time the limited commission is granted.

## **Section IV Suspension and Revocation of Commissions**

The SHERIFF or his designee may, at any time, suspend or revoke the commission of any Tribal law enforcement officer for reasons solely within his discretion. The TRIBE's Chief of Police shall receive written notice of any such suspension or revocation and the reasons for such action.

## **Section V Scope of Power**

An Approved Tribal Officer shall have a commission card in his or her possession at all times when acting pursuant to the commission. A full commission shall give an approved Tribal officer the same responsibility and authority as a deputy sheriff. An approved Tribal officer with a limited commission shall only have the responsibility and authority that is specifically granted by the limited commission. Any court actions that emanate from a limited or full commission shall be prosecuted in State court.

Tribal law enforcement officers commissioned pursuant to this Agreement shall comply with the applicable constitutional and statutory provisions concerning enforcement of State laws when exercising such authority.

Tribal law enforcement officers shall remain under the control of the TRIBE, but to the extent that they are acting under the authority of a commission, Tribal Law Enforcement Officers shall abide by the rules and regulations of the SHERIFF, all State laws and regulations, the State and Federal Constitutions, and shall be subject to the direction of the SHERIFF'S OFFICE.

## **Section VI Report of Exercise of Commission Powers**

Any action taken by an approved Tribal officer pursuant to a commission shall be immediately reported to the SHERIFF'S Office dispatcher. A written report shall be filed with the SHERIFF'S Office within three days of an enforcement action.

**Section VII Emergency Situations**

If a law enforcement emergency arises, the SHERIFF or his designee may ask the TRIBE for the use of tribal law enforcement personnel who do not possess a full or limited commission issued by the SHERIFF or his designee. If the TRIBE provides such personnel in order to respond to the emergency situation, all of the tribal police personnel, including those tribal officers with limited and full SHERIFF commission, shall follow the orders of the incident commander.

If any tribal police personnel are used in an emergency situation, the provisions of Section VIII and IX shall apply.

**Section VIII Hold Harmless/Indemnification**

Each of the parties to this Agreement agrees to indemnify and hold the others harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the actions or inactions of and indemnitor (including its officers and employees) that pertain to this Agreement.

However, if any losses, damages, claims, demands, suits, liabilities and payments arise out of or result from this Agreement and the COUNTY (including its officers and employees) and the TRIBE (including its officers and employees) are joint tortfeasors, each party shall be responsible to the extent that it is determined to be at fault. In addition, if the COUNTY and the TRIBE are determined to be joint tortfeasors, each party shall be responsible for paying its costs of defense. Thus, as an example, if the TRIBE (including its officers and employees) is found to be 70 percent at fault and the COUNTY (including its officers and employees) is determined to be 30 percent at fault, the TRIBE shall be responsible for paying 70 percent of the judgment (not to exceed five million dollars per occurrence) and its cost of defense, and the COUNTY shall be responsible for the remaining 30 percent and its costs of defense.

**Section IX Insurance/Immunities**

The TRIBE agrees to maintain an insurance policy in the amount of \$5,000,000.00 per occurrence for claims arising from the actions of tribal law enforcement officers pursuant to this Agreement.

The TRIBE shall maintain this level of insurance in full force and effect during the life of this Agreement. If this Agreement is terminated for any reason, the TRIBE agrees to continue to carry this level of insurance for potential claims covered by this Agreement until such time as protection from suit is granted by the relevant statutes of limitations. This provision shall survive termination of this Agreement.

The insurance provided by the TRIBE shall include the COUNTY as an additional insured and shall be primary in the event that a claim or suit for damages is brought against both the TRIBE and the COUNTY. This insurance shall not be applied to the portion of any judgment/settlement that is deemed to be the responsibility of the COUNTY. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation or material change and include a statement to the effect that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company or the TRIBE will provide written notice to the COUNTY within thirty (30) days after any reduction in the general aggregate or occurrence limits. The TRIBE shall provide the COUNTY with a certificate of insurance prior to the contract effective date. The COUNTY, at its option, may require a complete copy of the above insurance policy.

The TRIBE grants a limited waiver of its sovereign immunity to suit by the COUNTY pursuant to this Agreement, to the extent that claims within such suits are within the coverage and limits of the TRIBE's insurance policy, i.e., \$5,000,000.00 per occurrence. This limited waiver of sovereign immunity shall apply to any incidents that occur while this Agreement is in effect and also shall apply to any actions that are commenced after this Agreement terminates if the incident date occurred while the Agreement was in effect. Policies of insurance obtained by the TRIBE purchased pursuant to this Section shall prohibit the insurer from asserting a defense of sovereign immunity to claims that are within the coverage and limits of the policy.

All immunities enjoyed by the COUNTY law enforcement officers under State or Federal law shall inure to the benefit of Tribal law enforcement officers when acting under a full or limited commission granted by the SHERIFF or his designee under terms of the Agreement.

**Section X Oversight Committee**

A committee consisting of the TRIBE's Chief of Police, the SHERIFF or his designee, and the Pacific County Prosecutor or his designee, shall review activities and methods of performance pursuant to this Agreement. The committee shall meet as needed, to discuss the operation of the Agreement. The committee may recommend to the signatories of the Agreement any amendments to this Agreement.

**Section XI Duration/Revocation of Agreement**

This Agreement shall remain in full force and effect until December 31, 2018, or unless terminated by either party as provided in this Agreement and shall be subject to renewal by the agreement of the parties at the end of this period. Either party may terminate this Agreement at any time. Termination shall be immediately effective upon receipt of written notice.

**Section XII Amendments**

This Agreement shall not be amended except by an instrument in writing executed by the signatories below and attached to this Agreement.

**Section XIII Notice**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.

In the case of the COUNTY, notices shall be sent to: Pacific County Sheriff  
P.O. Box 27  
South Bend, WA 98586

In the case of the TRIBE, notices shall be sent to: Shoalwater Bay Tribe  
P.O. Box 130  
Tokeland, WA 98590

With a copy to: Office of Tribal Attorney Office of Tribal Attorney  
P.O. Box 130  
Tokeland, WA 98590

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder shall be brought in the Superior Court of Washington for Pacific County.

The Tribe agrees to maintain insurance policies in the amount of \$5,000,000.00 per occurrence for claims arising from the actions of Tribal law enforcement officers pursuant to this Agreement.

The Tribe shall maintain this level of insurance in full force and effect during the life of this Agreement. If this Agreement is terminated for any reason, the Tribe agrees to continue to carry this level of insurance for potential claims covered by this Agreement until such time as protection from suit is granted by the relevant statutes of limitations. This provision shall survive termination of this Agreement.

The insurance provided by the Tribe shall include the County as an additional insured and shall be primary in the event that a claim for suit for damages is brought against both the Tribe and the County. This insurance shall not be applied to the portion of any judgment/settlement that is deemed to be the responsibility of the County. Such insurance shall provide 30 days written notice to the County in the event of cancelation or material change and include a statement to the effect that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. The insurance company or the Tribe will provide written notice to the County within thirty (30) days after any reduction in the general aggregate or occurrence limits. The Tribe shall provide the County with a certificate of insurance prior to the contract effective date. The County, at its option, may require a complete copy of the above insurance policy.

The Tribe provides a limited waiver of its sovereign immunity to suit pursuant to this Agreement, to the extent only that any claims are within the coverage and limits of the Tribe's insurance policy, i.e., \$5,000,000.00 per occurrence. This limited waiver of sovereign immunity shall apply to any incidents that occur while this Agreement is in effect and also shall apply to any actions that are commenced after this Agreement terminates if the incident date occurred while the Agreement was in effect. Policies of insurance obtained by the Tribe purchased pursuant to this section shall prohibit the insurer from asserting a defense of sovereign immunity to claims made under the policy.

## **29. SEVERABILITY**

It is understood and agreed to by the parties that if any part of this Agreement is found to be invalid the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the invalidated provision. If any provision herein is in conflict with any applicable statute, said provision shall be deemed inoperative, null and void, insofar as it may be in conflict therein.

## **30. INTEGRATION**

This Agreement, and any signed amendments, contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

## **31. NOTICE**

Any notice required or permitted to be given under this Agreement to a party shall be deemed sufficient if given in writing and sent by certified mail to the address stated below for each party, or to any other address to which the party may inform all other parties in writing with specific reference to this agreement.

The Chief of Police for the Tribe shall provide copies of the Agreement and any amendment to the Office of Financial Management and the Criminal Justice Training Commission within 10 days after the Agreement has been ratified by each party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands to the date first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**SHOALWATER BAY INDIAN TRIBE**

\_\_\_\_\_  
Charlene Nelson, Chairwoman

**PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Steve Rogers, ~~Chairman~~ Commissioner

\_\_\_\_\_  
Frank Wolfe, ~~Commissioner~~ Chairman

ATTEST:

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

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

Approved as to form:

\_\_\_\_\_  
Mark McClain  
Pacific County Prosecutor

\_\_\_\_\_  
Scott L. Johnson, Sheriff



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:  
9/13/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 30

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

DISTRIBUTION LIST:

|                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> 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: <i>Marie Guernsey</i>  | DATE: 8/31/2016           |
| NARRATIVE OF REQUEST  |                           |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)   |                           |
| Adopt Findings of Fact # _____ thru _____ and Conclusions of Law # _____ thru _____ pertaining to Critical Areas and Land Resources Ordinance No. 180 |                           |

**CRITICAL AREAS AND RESOURCE LANDS  
ORDINANCE NO. 180**

**FINDINGS OF FACT**

1. The Growth Management Act requires the adoption of development regulations that protect critical areas designated in accordance with RCW 36.70A.060 and RCW 36.70A.170.
2. RCW 36.70A.172 requires local governments to give special consideration to the conservation and protection measures necessary to preserve or enhance anadromous fisheries.
3. Pacific County adopted Critical Areas and Resource Lands Ordinance (CAO) No. 147 on April 11, 1997, to respond to the mandates contained within RCW 36.70A.060 and RCW 36.70A.170.
4. Pacific County adopted the amended Critical Areas and Resource Lands Ordinance No. 147A on April 13, 1999, to allow creation of wetland mitigation banks to enhance available options and improve the environmental value of mitigation for wetland and wetland buffer encroachment.
5. Pacific County's update of the CAO coincides with the update of the Shoreline Master Program (SMP). The Pacific County SMP adopts the CAO by reference.
6. Critical areas include: wetlands; fish and wildlife habitat conservation areas; critical aquifer recharge areas used for potable water; frequently flooded areas; geologically hazardous areas; and designated resource lands including agricultural lands, forest lands, and mineral lands.
7. The unwise development of resource lands or areas susceptible to natural hazards may lead to inefficient use of limited resources, jeopardize environmental resource functions and values, subject persons and property to unsafe conditions, and affect the perceived quality of life.
8. It is more costly to remedy the loss of critical area functions and values than to conserve and protect them from loss or degradation.
9. Pacific County contracted with The Watershed Company (TWC) to provide development of the science-based elements of the CAO on May 12, 2015. An amendment to extend the contract and scope of work was executed December 22, 2015. A second amendment to expand the scope of work and project budget was executed March 8, 2016.
10. The Pacific County Board of County Commissioners (BOCC) appointed a Technical Advisory Committee (TAC) consisting of 8 technical experts of various backgrounds to work on the update.
11. The public was provided opportunity to comment on the CAO update during the public review process.
12. The County has met, or exceeded, the requirements for public participation as delineated in Pacific County Ordinance No. 164 and RCW 36.70A.130 (2).
13. The CAO TAC conducted 11 public workshops and two (2) open houses beginning in 2015 and ending in 2016 to review all elements of the update.

14. Notices of public workshops, public hearings, and public comment periods were distributed, posted, and published per the requirements of Pacific County Procedural Ordinance No. 164. Notices were mailed or emailed to more than 115 individuals and agencies who requested to be placed on the distribution list. For open houses, notices were also posted in all public libraries and post offices in the County.
15. All drafts, including the final draft of the CAO, were available for public review and comment on the County's website.
16. The Planning Commission received 41 comment letters, e-mails, and oral testimony during the CAO public hearing process. All comments received, and testimony taken, were reviewed and considered during the preparation of the update.
17. The Planning Commission conducted Six (6) meetings, workshops, and hearings during its review of the CAO Update:

| <u>DATE:</u>  | <u>MEETING TYPE:</u>    | <u>MEETING PURPOSE:</u>                |
|---------------|-------------------------|--|
| June 4, 2015  | Public Meeting/Workshop | Overview of CAO Update Process         |
| Dec. 3, 2015  | Public Meeting/Workshop | Overview TWC Presentation              |
| Jan 7, 2016   | Public Meeting/Workshop | TWC Presentation Buffers               |
| April 7, 2016 | Public Hearing          | Summary of Changes                     |
| May 5, 2016   | Public Hearing          | Aquifer Recharge Areas, Stream Buffers |
| June 2, 2016  | Public Hearing          | CAO Recommendation to BOCC             |

18. In developing critical areas and resource lands regulations, Pacific County has evaluated a wide range of the best available science (BAS) with respect to critical areas to make informed decisions that meet the intent of the Growth Management Act and that are also reflective of local needs. The BAS referenced in the development of this Ordinance is located in the GAP Analysis completed by TWC dated June 15<sup>th</sup>, 2015 with additional science provided by Key McMurry on January 16, 2016.
19. Identification of wetlands and delineation of their boundaries pursuant to this Ordinance were done in accordance with the approved federal wetland delineation manual and applicable regional supplements.
20. Pacific County will only accept a written determination by the U.S. Army Corps of Engineers, the Washington State Department of Ecology, the Natural Resources Conservation Service, or a qualified critical areas professional as to whether wetlands exist on or adjacent to a specific parcel.
21. Pacific County shall classify wetlands as within category I, category II, category III, or category IV according to the Washington State Wetland Rating System for Western Washington (Ecology publication number 14-06-029 or as revised and approved by Ecology).
22. Wetland buffers are based on category of wetland, the intensity of the impacts from proposed changes in land use to the adjacent wetland, and the habitat score as determined by a qualified wetland professional. In determining wetland buffer widths, the types of proposed land use changes can result in high, moderate, and low levels of impacts to adjacent wetlands.

23. Protection of fish and wildlife habitat by land management maintains sensitive, threatened, endangered species in suitable habitats within their natural geographic distribution by regulating incompatible upland uses and development.
24. Fish and wildlife habitat conservation areas (FWHCAs) include: areas with endangered, threatened, and sensitive species; habitats and species of local importance; commercial and recreational shellfish; kelp and native eelgrass beds; herring and smelt spawning; naturally occurring ponds under twenty (20) acres and their submerged aquatic beds that provide fish or wildlife habitat; waters of the State as classified in WAC 222-16; lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity; and State Natural Area Preserves (NAP) and Natural Resource Conservation Areas (NRCA).
25. Pacific County adopts the designations listed in WAC 232-12-014 (Endangered), WAC 232-12-011 (Threatened and Sensitive), and federally-designated threatened or endangered species categories.
26. Waters of the State are classified using the Department of Natural Resources' interim water typing (WAC 222-16-031). Once the fish habitat water type maps described in WAC 222-16-030 are adopted by the Forest Practices Board, the permanent water typing criteria described in WAC 222-060-030 will apply. Standard buffer widths range from 100 to 150 feet based on water type.
27. Standard buffer widths do not apply to existing manmade canals in Surfside Estates.
28. The purpose of the frequently flooded areas section is to minimize public and private losses due to flood conditions in specific areas and to protect the functions and values of frequently flooded areas.
29. Frequently flooded areas within Pacific County are designated where: areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "The Flood Insurance Study for Pacific County and Incorporated Areas" dated May 18, 2015, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM) dated May 18, 2015, and any revisions thereto; and those floodways and associated floodplains delineated by a comprehensive flood hazard management plan adopted by the Pacific County Board of County Commissioners Flood Damage Prevention Ordinance No. 167, as being within the 100-year floodplain or having experienced historic flooding and designated as frequently flooded areas subject to the provisions of this Ordinance.
30. "Critical aquifer recharge area" means an area where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water, or is susceptible to reduced recharge.
31. This Ordinance recognizes the vulnerabilities of the Long Beach Peninsula aquifer, as described in the U.S. Geological Survey Report on Ground-Water Flow and Water Quality in the Sand Aquifer of Long Beach Peninsula, Washington (Blakemore 1995).

32. For the purposes of this Ordinance, any land within Pacific County that contains the following soil types as listed in the Soil Survey of Grays Harbor County Area, Pacific County, and Wahkiakum County, Washington, 2003, Soil Conservation Service, USDA, is designated as a critical aquifer recharge area:

| Soil Type | Map Unit Description                    |
|-----------|---|
| 8         | Beaches                                 |
| 35        | Dune land                               |
| 92        | Netarts fine sand, 3-12 percent slopes  |
| 108       | Orcas peat                              |
| 132       | Seastrand Mucky peat                    |
| 133       | Seastrand variant muck                  |
| 147       | Udorthents, level                       |
| 153       | Westport fine sand, 3-10 percent slopes |
| 162       | Yaquina loamy fine sand                 |

33. Geologically hazardous areas include the following: erosion hazard areas; landslide hazard areas; seismic hazard areas; mine hazard areas; and tsunami hazard areas.
34. Erosion hazard areas are those areas identified by the U.S. Department of Agriculture's Natural Resources Conservation Service Official Soil Survey Data, dated September 2015 or as amended, as having a "severe" or "very severe" erosion hazard based on slope and soil erosion factor.
35. Coastal Erosion Hazard Areas are mapped as Coastal High Hazard Areas (Zones V and VE) in the digital Flood Insurance Rate Map (dFIRM) adopted May 18, 2015, and areas within the North Cove "Wash-Away" Beach Erosion Hazard.
36. The Washington Department of Natural Resources completed mapping of tsunami hazard areas for Pacific County as modeled using an L1 scenario. These maps are included in tsunami evacuation brochures for six areas in Pacific County: North Cove, Tokeland, and Shoalwater Tribal Reservation; Bay Center and Vicinity; Ocean Park and Vicinity; Long Beach and Ilwaco; Chinook and Vicinity; and Raymond and South Bend.
37. Pacific County designated agricultural land of long-term commercial significance as all land that is devoted to the production of aquaculture, cranberries, and/or other bog related crops.
38. Agricultural land of local importance includes any diked tideland as listed under soil type nos. 104 and 147 in the Soil Survey of Grays Harbor County Area, Pacific County, and Wahkiakum County, Washington, 2003, Soil Conservation Service, USDA, that is involved in existing and ongoing agricultural activities on the date this Ordinance becomes effective.
39. Areas zoned Transitional Forest (FT) Pacific County Ordinance No. 162, and Forest Land of Long-Term Commercial Significance are afforded protection standards from incompatible development to protect the commercial production of timber and forest products.

40. Mineral land means any area in Pacific County presently covered under a valid Washington State Department of Natural Resources (DNR) surface mining permit and any beach area where sand is removed for commercial purposes. Any other area shall be classified as mineral land when a surface mining permit is granted by the DNR.
41. The owner(s) of any site on or adjacent to designated resource lands shall record a title notice with the Pacific County Auditor when a development activity is proposed on or within 500 feet of the designated resource land.
42. Selective pruning of trees and mowing of vegetation for purposes of maintenance, invasive species management, or fire protection is allowed, provided that no vegetation shall be removed from critical areas, dunes, or their respective buffers without approval from the Administrator. Topping of trees is not permitted unless specified in an existing covenant effective prior to the effective date of this Ordinance.
43. Pacific County has complied with procedural and substantive requirements of Pacific County Environmental Review/SEPA Ordinance No. 166 and Chapter 197-11 WAC.
44. Pacific County issued a Threshold Determination of Non-Significance for the 2016 Pacific County Critical Areas and Resource Lands Ordinance No. 180 on June 17, 2016.
45. The Washington State Department of Commerce was provided a 60-day notice of intent to adopt on May 24, 2016.
46. The Planning Commission forwarded a recommendation of approval to the Board of County Commissioners on June 2, 2016.
47. The Board of Pacific County Commissioners held a public workshop on Tuesday, August 2, 2016 at 10:00am in accordance with the Open Public Meetings Act.
48. The Board of Pacific County Commissioners conducted a closed record hearing in accordance with Process Ordinance No. 177, on Tuesday, August 23, 2016 at 10:00am.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

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

ATTEST:

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

**CRITICAL AREAS AND RESOURCE LANDS  
ORDINANCE NO. 180**

**CONCLUSIONS OF LAW**

1. The proposed Pacific County Critical Areas and Resource Lands Ordinance No. 180 is consistent with and implements the goals, policies, and requirements of the Washington State Shoreline Management Act, Washington State Growth Management Act, and Pacific County Comprehensive Plan.
2. The Pacific County Critical Areas and Resource Lands Ordinance No. 180 and the associated environmental review comply with the goals and requirements of Chapter 90.58 RCW, Chapter 36.70A RCW, Chapter 365-195 WAC, Chapter 173-26 WAC, Chapter 197-11 WAC, and Pacific County Ordinance No. 166 (SEPA).
3. The County has met, or exceeded, the requirements for public participation as delineated in Pacific County Ordinance No. 164 and RCW 36.70A. 130(2).

If any finding is in truth a conclusion of law, or if any conclusion stated is in truth a finding of fact, it shall be deemed so.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

ATTEST:

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

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



REQUESTED MEETING DATE:

9/13/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 31

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): RFP |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board   | PHONE / EXT:                  |
| SIGNATURE:                       | DATE: 9/7/2016                |
| NARRATIVE OF REQUEST  |                               |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)   |                               |
| Approve issuance of Request for Proposal for the US EPA Brownfields Grant Application and Implementation Assistance |                               |

**REQUEST FOR PROPOSALS**  
**PACIFIC COUNTY**  
**U.S. EPA Brownfields Grant Application and Implementation Assistance**

**1. GENERAL INFORMATION**

**1.1 Purpose of this Request for Proposals**

Pacific County, in partnership with the cities of Ilwaco, Long Beach, South Bend and Raymond, and the Ports (Chinook, Ilwaco, Peninsula, Willapa Harbor), is seeking a qualified environmental consultant and/or planning firm to provide assistance with: (a) securing United States Environmental Protection Agency (U.S. EPA) and potentially other federal or state grants for the assessment, cleanup, or redevelopment of brownfields properties within Pacific County and (b) implementation of environmental assessment, remedial planning, community outreach, and other environmental or planning components of grants for which funding is secured. *The initial focus for the contract will be securing a U.S. EPA assessment grant as part of the U.S. EPA's annual Brownfields Community Wide Assessment Grant Competition, for which it is anticipated grant applications will be due in December 2016.* This solicitation complies with Federal procurement standards outlined in CFR §200.317 - CFR §200.326 applicable to hiring consultants/firms to assist communities with grants awarded by the U.S. EPA.

**1.2 Background Information**

The purpose of the U.S. EPA brownfields assessment grant is to conduct Phase I and Phase II environmental site assessments (ESAs) at potential brownfield sites located within Pacific County. The project's objectives may expand at a later date to include actual cleanup of individual sites targeted for assessment, depending on the future availability of funding. The successful consultant/firm will bring experience and insight to a partnership with Pacific County and its participating agencies to obtain and implement these grants and explore other grants and brownfields initiatives as funds become available.

The number and location of brownfields sites within Pacific County is presently undetermined, as is the economic impact of these sites in depressing property values and hindering redevelopment of high priority areas. One outcome of the U.S. EPA assessment grants, if secured, will be to develop an inventory and other information related to these sites to allow for more effective planning by Pacific County and its participating agencies and in furthering their assessment, cleanup if necessary, and redevelopment.

**1.3 Type of Contract and Contract Term**

Pacific County prefers to award a contract to one full-service consultant/firm to serve as a partner in successfully preparing U.S. EPA brownfields grant application and then achieving the goals within the subsequent U.S. EPA Cooperative Agreement (CA) and Work Plan. The contract period may be extended at the option of Pacific County if additional grant funds are obtained.

## **1.4 Payment Procedures**

Payments for grant preparation services will be on a lump sum basis, as outlined below in the 3.2, Part C, Cost section. Payments for implementation of any successful grants will be made no more than monthly, for work specified and completed and in accordance with the contract and budget developed and approved by Pacific County and the EPA.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1 Activities Required Under this Request for Proposal**

This RFP is to solicit a qualified consultant and/or firm who is expected to provide a wide range of potential grant, assessment, and planning services for Pacific County and its partner agencies. The scope of work to be performed by the successful consultant/firm is expected, at a minimum, to include:

- Assisting Pacific County and agencies represented on the Pacific County Site Assessment and Redevelopment Steering Committee (Steering Committee) with the preparation of application(s) for U.S. EPA Community-Wide Brownfields Assessment Grant.
- Provide assistance with revision and resubmittal of application as part of the FY2017 competition, if the initial application is unsuccessful.
- Provide assistance with development of U.S. EPA-required project work plan(s) for applications that are successful.
- Prepare and maintain schedules and budgets for assessment and/or cleanup activities.
- Conduct and oversee site assessment studies and prepare appropriate technical reports required by the Washington Department of Ecology in print and electronic format.
- Field investigations including sample collection and lab analysis.
- Interviews with neighboring property owners.
- Evaluation of cleanup options and risk assessment analysis and costs.
- Preparation of a written Quality Assurance Project Plan (QAPP) in compliance with U.S. EPA regulations.
- Delivery to Pacific County and the Steering Committee completed Phase I and Phase II ESA reports, site investigation reports, response action plans and other environmental reports or plans required under the applicable Washington environmental regulations.
- Project management, implementation, and/or technical oversight.
- Professional advice regarding environmental issues associated with land reuse/redevelopment.
- Provide regulatory and financial information as needed.
- Attend meetings of the Steering Committee as requested.
- Prepare presentations to provide information about the project's progress as requested.
- Assist with community-wide inventory of potential hazardous substance and petroleum brownfields sites.

- Develop preliminary budget, financing options and implementation plan for cleanup/reuse.
- Complete contaminant characterization and risk assessments as determined necessary following Phase II activities, as funds allow.
- Involve public and private opportunities for citizen participation throughout all phases of projects.
- Conduct comprehensive community outreach and public participation program.
- Implement site specific cleanup or remediation (if future funding becomes available through this or another grant funded program).
- Market research and redevelopment planning related to reuse of potential sites.

## **2.2 Project Budget**

Pacific County, in consultation with the Steering Committee, will work with the consultant/firm to develop budgets for assessment activities related to this project. The budget for any future related grants executed under this contract will be negotiated with the consultant/firm if, and when, such funding becomes available. It will be Pacific County's option whether or not to utilize this RFP for future brownfields related projects beyond the initial U.S. EPA assessment grant application and implementation projects.

## **2.3 Project Management**

The successful consultant/firm, under the direction of Pacific County, in consultation with the Steering Committee, will:

1. Prepare the EPA Brownfields Community Wide Assessment Grant application.
2. Compile associated demographic data to support the grant application.
3. Assist the Steering Committee with solicitation of letters of support from local stakeholders.
4. Review existing comprehensive plans and development regulations as they relate to redevelopment and site reuse within Pacific County.
5. Facilitate community outreach activities as needed to enhance the grant application.
6. Coordinate any necessary activities with U.S. EPA Region 10 staff for U.S. EPA grant(s).
7. Meet checkpoints in a timely manner and complete all contract deliverables.

## **3. PROPOSAL REQUIREMENTS**

### **3.1 General Expectations**

Consultant/firms are asked to submit concise proposals describing their capacity and success in obtaining and implementing U.S EPA brownfield grant programs, as well as their ability to manage and implement these types of grant funded projects on behalf of local units of government. The proposals should include a clear outline of how the firm would prepare successful grant applications, as well as the consultant/firm's ability to fully and effectively meet the requirements of assisting with implementation of grant(s) secured.

### 3.2 Proposals

Proposals should be limited to ten single sided (10) standard sized pages, exclusive of:

- a maximum of five (5) resumes (limited to 2 pages each)
- 1 page cover letter
- 1 page table of contents
- 1 page rate schedule
- 1 page list of references who can attest to consultant/firm's performance on related projects

Standard advertising brochures should not be included in the proposal. The proposal shall include the following information in the order presented below:

**Business Organization:** This section shall include the consultant/firm's name, areas of expertise, brief history of the consultant/firm, size, office locations, and business addresses. The name, address, and telephone number of a contact person and/or prospective project manager regarding the proposal shall be included.

**Management Outline and Project Approach:** A description of the project and how the consultant/firm will work with Pacific County and the Steering Committee in preparing successful U.S. EPA brownfields assessment grant application(s) and subsequent implementation of said brownfields grants. This section shall include the applicant's approach to grant preparation, community outreach activities, planning, organization, and management. Each consultant/firm shall provide a list of proposed key personnel. This section may also include reference to past successes the consultant/firm has had in submitting and managing successful EPA Brownfields grants.

All representative previous project descriptions provided shall include the location of the project, the name and phone number of a knowledgeable contact person, and other pertinent information. Pacific County and/or members of the Steering Committee may contact said persons to check on past performance records.

**Cost:** Provide the cost to prepare a single U.S. EPA Brownfields Community-Wide Assessment Grant application. This should include and itemize grant preparation fees and any applicable success fees for the grant application. In the event the grant application is not successful, the consultant/firm shall provide the cost to participate in a debriefing with U.S. EPA and prepare a resubmittal of any unsuccessful grant applications for FY 2017. The consultant/firm shall also provide a current fee schedule including staff that would likely be involved in the grant implementation, the prices on which shall be fixed for a period of not less than 24 months.

### 3.3 General Process

Pacific County and members of the Steering committee will review and evaluate the proposals with the following criteria in mind: successful track record in obtaining grant funding; expertise related to relevant project components; consultant/firm and experience related to brownfields assessment, cleanup, and redevelopment planning; project approach; ability to facilitate public outreach activities; demonstrated ability to provide comprehensive and innovative environmental services; and cost. Pacific County reserves the right to accept or reject proposals on any basis it deems appropriate.

Proposals will be evaluated based on a 100 Point Scale as follows:

**PART A: Project Experience of Key Personnel: (Maximum 50 Points)**

- Knowledge of Pacific County, cities and ports.
- Experience preparing successful U.S. EPA brownfield grant applications.
- Conducting Phase I and Phase II ESAs. Conducting environmental investigations and cleanups.
- Project experience in implementing U.S. EPA grant funded projects performed on behalf of local units of government.
- Development/redevelopment experience and market feasibility research.
- Redevelopment planning and community involvement activities related to brownfields properties.
- Other areas of expertise relevant to the project (optional).

**PART B: Regulatory and Scientific/Technical Knowledge: (Maximum 40 Points)**

- Knowledge and expertise pertaining to federal and state environmental grant programs and track record preparing successful grant applications.
- Knowledge and expertise pertaining to federal and state environmental statutes or associated regulations.
- Knowledge and expertise pertaining to EPA environmental and other Federal, laws, and regulations; and
- Individual staff knowledge and technical experience relative to ESAs, brownfield projects, and contaminated site remediation.

**PART C: COST (Maximum 10 Points)**

- The proposal will be evaluated for its relative value.

**3.4 Terms and Conditions**

The selected consultant/firm will be required to assume responsibility for all services offered in the proposal, including any services provided by subcontractors. Further, Pacific County will consider the consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The consultant is responsible for adherence by the subcontractors to all provisions of the contract.

The process of selecting organizations to provide consultation services for this project requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in CFR§200.317 - §200.326 for the implementation portion of this proposal and subsequent successful grant applications.

Pacific County reserves the right to accept or reject all proposals or portions thereof without stated cause. Pacific County reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory.

Upon selection of a finalist, Pacific County shall attempt to negotiate a contract with the finalist. If Pacific County, for any reason, is unable to successfully negotiate a contract with this finalist; Pacific County then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. Pacific County may also elect to reject all proposals and may elect to re-issue a new RFP.

Clarification of proposals: Pacific County reserves the right to obtain clarification of any point in a proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be emailed to the County Administrative Officer, Kathy Spoor, at [kspoor@co.pacific.wa.us](mailto:kspoor@co.pacific.wa.us). A response shall be provided within 2 business days.

Per RCW 36.32.235, Pacific County is not bound to accept the proposal with the lowest cost. The County may accept the proposal that is most responsible. If the County selects a proposal other than that with the lowest cost, reasons for its actions will be documented in the Board of Pacific County Commissioners' minutes from one of its public meetings. Pacific County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

### **3.5 Public Information**

Proposals and all public records associated with this RFP 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 consultant/firm are needed for the County to respond to a request under the Act, as determined by the County, the consultant/firm agrees to make them promptly available to the County. If the consultant/firm considers any portion of any record provided to the County, whether in electronic or hard copy form, to be protected from disclosure under law, the consultant/firm 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 consultant/firm 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 consultant/firm (a) of the request and (b) of the date that such information will be released to the requester unless the consultant/firm obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the consultant/firm 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 consultant/firm to claim any exemption from disclosure under the Act. The County shall not be liable to the consultant/firm for releasing records not clearly identified by the consultant/firm as confidential or proprietary. The County shall not be liable to the consultant/firm for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The consultant/firm agrees to indemnify and, to the greatest extent legally possible, to hold harmless the County for any lawsuit filed by a third party for the County's allegedly improper release of confidential or proprietary information pursuant to this proposal and a public records request.

### **3.6 Notification of Award**

Pacific County plans to select a consultant/firm in October 2016 and approve a contract within 30 days or less. Should either party fail to execute a contract within 30 days of notification of award, Pacific County reserves the right to rescind the award and select services from another interested firm.

### 3.7 Number of Proposals to Submit; Deadline, Mail, and Hand Delivery Addresses

One (1) original and five (5) copies of the proposal must be submitted/postmarked by 4 pm on October 7<sup>th</sup>, 2016.

The mailing delivery address is:

Kathy Spoor  
Pacific County Administrative Officer  
General Administration  
POB 6  
South Bend, WA 98586

Hand-Delivered Proposals:

Kathy Spoor  
Pacific County Administrative Officer  
General Administration Office  
1216 West Robert Bush Drive  
South Bend, WA 98586

### 3.8 Late Proposals

Proposals received after the deadline will not be considered.

## 4. VENDOR REQUIREMENTS

### 4.1 Insurance Requirements

Successful consultant/firm will have to demonstrate the following in order to enter into a contract for services.

Without limiting the consultant/firm's indemnification of County, and prior to commencement of any contract for services, the consultant/firm shall obtain, provide and maintain during the term of the contract, policies or insurance of the type and amounts described below and in a form satisfactory to the County.

- **General Liability Insurance.** Consultant/firm 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.
- **Professional Liability (Errors & Omissions) Insurance.** Consultant/firm shall maintain professional liability insurance that covers the services to be performed in connection with any 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 the contract and consultant/firm agrees to maintain continuous coverage through a period no less than three years after completion of the services required by the contract.
- **Workers' Compensation Insurance.** Consultant/firm shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to the 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/firm or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant/firm will be required to waive its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The consultant/firm must name the County as an additional insured. The consultant/firm will be required to agree that its liability insurance shall be primary and non-contributory to the County's and that consultant/firm's liability insurance policy shall so state.

The County may require higher limits of insurance depending on the nature of the work to be performed.

#### **4.2 Contracting with Disadvantaged Business Enterprises**

It is U.S. EPA's policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, equipment, and services. Pacific County will ensure, to the fullest extent possible, that the U.S. EPA "fair share" objectives for prime contracts and subcontracts are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.

The consultant/firm shall agree to support the U.S. EPA's disadvantaged business enterprise contract procurement program ensuring those businesses' participation in subcontracts.

Affirmative steps include the following as a minimum:

1. Including qualified disadvantaged businesses on solicitation lists;
2. Ensuring that disadvantaged businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit disadvantaged business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by disadvantaged businesses;
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required;
6. Consultants are encouraged to procure goods and services from disadvantaged businesses.

#### **4.3 Equal Employment Opportunity**

The consultant/firm agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the County, the Proposer shall furnish a written affirmative action plan.

**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;

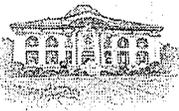
(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in [RCW 41.05.026](#);

(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.



REQUESTED MEETING DATE:

9/13/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 33

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: 9/7/2016

NARRATIVE OF REQUEST

Open Public Hearing  
 Swear in those wishing to provide testimony  
 Close Public Hearing

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

Adopt Resolution 2016-\_\_\_\_\_ in the matter of supplemental budget(s) for the allowance of certain expenditures for fiscal year 2016

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

**IN THE MATTER OF SUPPLEMENTAL BUDGET(S) FOR THE  
ALLOWANCE OF CERTAIN EXPENDITURES FOR FISCAL YEAR 2016**

**WHEREAS**, it has been brought to the attention of the Board of Pacific County Commissioners that funds have become available and a need exists to allow for the expenditures of un-appropriated funds in order to meet additional costs; and,

**WHEREAS**, it appears that the expenditure of such funds could not have been reasonably foreseen at the time of adoption of the fiscal year 2016 budget; and,

**WHEREAS**, all members have had reasonable notice of the time, place and purpose of this meeting; and,

**WHEREAS**, sufficient and legal notice of the meeting and the intent to adopt said supplemental budget(s) was given; and,

**WHEREAS**, all persons present were given an opportunity to express themselves for or against said action; now, therefore,

**IT IS HEREBY RESOLVED** by the Board of Pacific County Commissioners meeting in regular session, that the supplemental budget(s) be allowed and fixed as listed in Attachment A, all without further hearing or action.

**PASSED** by the following vote this 13<sup>th</sup> day of September, 2016 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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

**Revenue Source**

|  |                     |
|--|---------------------|
| (001) Current Expense – Fund Balance   | \$18,532.00         |
| (001) Current Expense – State Grant from Office of Crime Victims Advocacy    | \$26,205.00         |
| (118) Health – Federal Grant from Housing & Urban Development                | \$37,933.00         |
| (118) Health – Funding from Great Rivers Behavioral Health Organization      | \$111,772.00        |
| (118) Health – Funding from Division of Behavioral Health & Recovery         | \$111,777.00        |
| (118) Health – Funding to support the Youth Suicide Prevention Program       | \$40,000.00         |
| (125) Capital Improvements – State Grant from Heritage Capital Projects Fund | \$76,500.00         |
|  | <b>\$422,719.00</b> |

**Expenditure Use**

|   |                     |
|---|---------------------|
| (001.560) South District Court – Operating                                  | \$9,000.00          |
| (001.560) South District Court – Personnel                                  | \$4,532.00          |
| (001.610) Juvenile Court Services – Operating                               | \$5,000.00          |
| (001.700) Prosecuting Attorney – Personnel (costs covered by grant revenue) | \$26,205.00         |
| (118) Health – Operating (costs covered by grant revenue)                   | \$189,710.00        |
| (118) Health – Personnel (costs covered by grant revenue)                   | \$111,772.00        |
| (125) Capital Improvements – Operating (costs covered by grant revenue)     | \$76,500.00         |
|   | <b>\$422,719.00</b> |