

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

**Tuesday, December 9, 2014  
9:00AM or shortly thereafter as possible**

## **AGENDA**

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

### **Call to Order**

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

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

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

- A) Approve Rainbow Valley Landfill Voucher  
Royal Heights Transfer Station Inc. - \$5,918.22  
PUD No. 2 - \$41.44

### **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.*

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

**Instructions:**

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4802	11/30/14	LEACHATE TRANSPORTATION	660	000	537	10	41	\$5918.22

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

Lamy Bale  
Signature

PRES.  
Title

12/1/14  
Date

Reviewed by:

[Signature]  
Faith Taylor, Director  
Department of Community Development

Dec 3 '14  
Date

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

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

\_\_\_\_\_  
Date

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

**Invoice**

DATE	INVOICE #
11/30/2014	4802

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

P.O. NUMBER	TERMS	DUE DATE	
	net 10	12/10/2014	
SERVICED	QUANTITY	DESCRIPTION	AMOUNT
11/30/2014	462,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	5,918.22
Balance Due			\$5,918.22

Date			
	<u>loads</u>		
11/1/2014	3		
2	2		
3	3		
4	4		
5	3		
6	4		
7	4		
8	3		
9	3		
10	2		
11	2		
12	1		
13	3		
14	1		
15	1		
16			
17	3		
18	1		
19			
20	3		
21	1		
22	2		
23	3		
24	4		
25	4		
26	3		
27	4		
28	4		
29	3		
30	3		
	<b>77</b>		
	<b>total gallons</b>		<b>462000</b>
		<b>TOTAL</b>	<b>\$5,918.22</b>

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

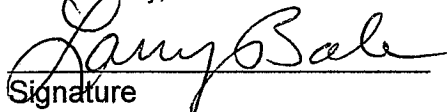
Vendor #	Date
Reference No. 2	Purchase Order Number

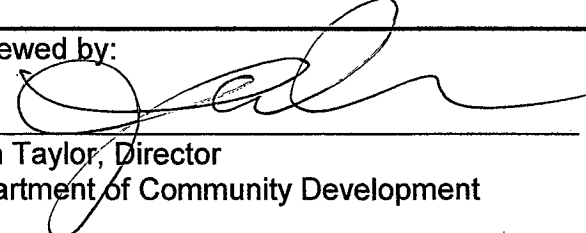
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2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	11/21/14	UTILITIES	660	000	537	10	41	\$ 41.44

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

      Pres.      12/1/14  
Signature                                      Title                                      Date

Reviewed by:       Dec 3, 14  
Faith Taylor, Director                                      Date  
Department of Community Development

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

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

\_\_\_\_\_  
Date



**PUBLIC UTILITY DISTRICT NO. 2**  
**of PACIFIC COUNTY**

Account Number 19983

Page 1 of 1

Statement Date 11/21/2014

PO Box 472  
Raymond WA 98577  
raycustserv@pacificpud.org  
(360)942-2411  
(360)484-7454 (Naselle)

**Billing Summary**

Previous Balance	38.08 CR
No Payments Received	0.00
Balance Forward	38.08 CR
Current Charges Due By 12/19/14	79.52
<b>Total Due</b>	<b>41.44</b>

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 98531  
LARRY BALE C-1 P-1  
DBA RAINBOW VALLEY LANDFILL  
114 AIRPORT RD  
RAYMOND WA 98577-9233



Meter #: A34390 LOC: 14090804-1 Addr: RAINBOW VALLEY LANDFILL Rate Class: 020

**Meter Reading Details Meter A34390**

Current KWH Reading	11/17/14	80032
Previous KWH Reading	10/19/14	79234
Total KWH Usage		798
Days Served	29	

**Detail of Charges**

798 kWh x 0.071200	56.82
Power Cost Adj @ 3%	1.70
Elec Basic Charge	21.00
<b>Total This Service</b>	<b>79.52</b>

MO	Nov 13	Dec 13	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14
Usage	290	470	847	528	772	820	788	579	731	277	277	282	798
Avg/Day	10	17	25	17	29	25	27	19	24	9	9	10	28

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER	OTHER PHONE NUMBER	
SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

**YOUR SERVICE IS SUBJECT TO DISCONNECTION IF CURRENT CHARGES ARE NOT PAID BY THE DUE DATE**

Account Number	19983
Due Date	12/19/2014
Amount Due	41.44
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

LARRY BALE  
DBA RAINBOW VALLEY LANDFILL  
114 AIRPORT RD  
RAYMOND WA 98577-9233

Public Utility No. 2 of Pacific County  
P.O. Box 472 07  
Raymond, WA 98577-0472



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

**Tuesday, December 9, 2014  
9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

10:00 AM City of Long Beach Franchise Application  
6:00 PM 1/10 of 1% Sales Tax Increase

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

12:00 PM Elected Officials Meeting *(Elections Room)*  
1:30 PM FY2015 Budget Workshop  
3:00 PM Wellspring Meeting *(South County Facility)*  
5:30 PM School Health Advisory Committee Meeting *(SBHS Library)*

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**Call to Order**

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

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

**Department of Community Development**

- 1) Accept the resignation of Anna Miller effective December 12, 2014

**General Business**

- 2) Approve payroll for November 2014; total number of employees: 183;  
total payroll: \$732,536.99

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 3) Consider approval for advertising simultaneously within Department of Public Works and 367C for two vacant positions: Accountant for Road Fund, Grade 12 and Accountant for ER&R Fund, Grade 12
- 4) Consider approval of the Microsoft "Enterprise Enrollment State and Local" contract for a three year renewal effective January 2015;  
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.*

- 5) Consider adoption of Resolution 2014-\_\_\_\_\_ regarding temporary road closure for North Beach Water District water main installation
- 6) Consider approval to renew a government purchasing account with Adobe, Inc. and grant signing authority to Andrew Seaman

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 7) Consider approval to advertise for the Solid Waste Code Enforcement position effective January 2015
- 8) Consider approval of the loan and grant agreement to the Pacific County On-Site Financial Repair program through Department of Ecology; Authorize Chair to sign
- 9) Consider approval to enter into a new cell phone contract with US Cellular; Authorize Chair to sign

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 10) Consider approval of WSALPHO agreement with Health and Human Services regarding Medicaid Administrative Claiming; Authorize Director to sign
- 11) Consider approval of Department of Health Consolidated Contract for 2015-2017; Authorize Chair to sign

**ITEMS REGARDING FAIR**

- 12) Consider approval of Pacific County Fairgrounds Winter Storage Rental Agreements; Authorize Chair to sign

**ITEMS REGARDING AUDITOR'S OFFICE**

- 13) Consider approval to purchase the Eden Personnel Web Extensions Project in the amount of \$14,911.50; Authorize Chair to sign
- 14) Consider adoption of Resolution 2014-\_\_\_\_\_ in regards to defining and adopting all County funds for accounting standards- GASB 54
- 15) Consider adoption of Resolution 2014-\_\_\_\_\_ in regards to the Health Care Act

**ITEMS REGARDING NORTH DISTRICT COURT**

- 16) Consider approval of the purchase reimbursement agreement between Washington State Administrative Office of the Courts

**ITEMS REGARDING SOUTH DISTRICT COURT**

- 17) Consider to approve purchase reimbursement agreement with Washington State Administrative Office of the Courts to purchase four desk top personal computers

**ITEMS REGARDING GENERAL BUSINESS**

- 18) Consider to approve the Contract for Payment of Insurance Contributions with a General Administrations employee effective January 2015

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- 19) Consider to approve the Agreement and Releases in regards to the Employee's Voluntary Retirement effective December 31, 2014; Authorize Chair to sign
- 20) Consider to adopt Resolution 2014-\_\_\_\_ establishing appointments and designations to the Washington Counties Risk Pool
- 21) Consider to adopt Resolution 2014-\_\_\_\_ regarding budget appropriation transfer

**ITEMS REGARDING SHERIFF'S OFFICE**

- 22) Consider to approve the recommendations of PCEMA staff to select BOLDplanning, Inc. to update the Pacific County Hazard Mitigation Plan in the amount of \$52,400

**EXECUTIVE SESSION**

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

**PUBLIC HEARINGS – 10:00AM**

- 24) City of Long Beach Franchise Application

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**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

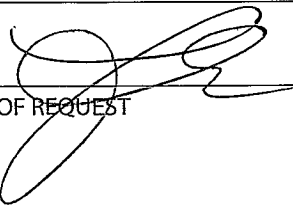
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Dec 3 '14</u>
NARRATIVE OF REQUEST  Anna Miller submitted her letter of resignation on December 1st. Her last day will be December 12, 2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

## COUNTY OF PACIFIC - STATE OF WASHINGTON

## BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: NOVEMBER, YEAR OF 2014

TOTAL EMPLOYEES: 183

TOTAL PAYROLL: \$732,536.99

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_9th\_\_\_ day of DECEMBER 2014

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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

RECEIVED  
PACIFIC COUNTY

NOV 26 2014

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



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

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 3

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

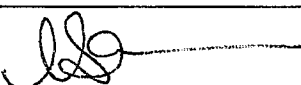
Review: ☐ Clerk of the Board  
☐ Risk Management  
☐ Legal

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Accounting
OFFICIAL NAME & TITLE: Andree Harland, Accounting Manager	PHONE / EXT: 2274
SIGNATURE: 	DATE: 12/3/14
NARRATIVE OF REQUEST	
Request approval for advertising simultaneously within DPW and 367C for two vacant positions: Accountant Grade 12 Road Fund and Accountant Grade 12 ER&R Fund.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

**REQUESTED MEETING DATE:**

12-9-2014

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Public Works	DIVISION (if applicable): Computer Services
OFFICIAL NAME & TITLE: Andrew B. Seaman, Computer Services Supervisor	PHONE / EXT: 2271
SIGNATURE: <i>Andrew B Seaman</i>	DATE: <i>12-4-14</i>
NARRATIVE OF REQUEST	
Attached for signature is the Microsoft "Enterprise Enrollment State and Local" contract renewal. This will enter the County into a new three year contract with Microsoft beginning in January 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

## Program Signature Form

MBA/MBSA number

Agreement number

01E73529

Proposal ID

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Agreement	X20-10631
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
EA Product Selection Form	X20-03622 (New)
Amendment	M29 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Pacific County
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> Steve Rogers
<b>Printed Title</b> Chairman of the Board
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field



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

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

**REQUESTED MEETING DATE:**

December 9, 2014

## AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 12-03-14
NARRATIVE OF REQUEST	
Attached for your review and execution is a resolution for temporary road closure for North Beach Water District watermain installation.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. \_\_\_\_\_

IN THE MATTER OF TEMPORARY CLOSURE OF 245<sup>TH</sup> STREET – ROAD NUMBER 24340 FROM MP 0.00 (STATE ROUTE 103) TO MP 0.04 (P STREET) FOR CONSTRUCTION OF WATERMAIN INTERTIE FOR NORTH BEACH WATER DISTRICT

WHEREAS, North Beach Water District has requested a temporary road closure for construction of the water main intertie; and

WHEREAS, closure of 245<sup>th</sup> Street from State Route 103 to P Street would allow additional room for the boring machine for this construction; and

WHEREAS, alternate accesses are available from the North/South/East to 245<sup>th</sup> Street; and

WHEREAS, the closure is expected to begin Monday, January 5<sup>th</sup>, 2015 and conclude by Friday, January 9<sup>th</sup>, 2015 and will not be open to traffic at the conclusion of each work day; and

WHEREAS, the contractor will provide advance notice to the traveling public of the closure and temporary access to the one residence in the vicinity; now therefore

BE IT HEREBY RESOLVED the temporary closure of 245<sup>th</sup> Street from State Route 103 east to P Street is approved from January 5<sup>th</sup> through January 9<sup>th</sup> for construction of watermain intertie for North Beach Water District; and

BE IT FURTHER RESOLVED that advanced notice will be posted in the vicinity of the project.

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

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner





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

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

**REQUESTED MEETING DATE:**

12-9-2014

## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>6</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
<input type="checkbox"/> PACCOM	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Prosecutor
<input type="checkbox"/> Superior Court	<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Vegetation Mgmt	<input type="checkbox"/> WSU Coop. 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: Public Works	DIVISION (if applicable): Computer Services
OFFICIAL NAME & TITLE: Andrew B. Seaman, Computer Services Supervisor	PHONE / EXT: 2271
SIGNATURE: <i>Andrew B Seaman</i>	DATE: 12-3-14
NARRATIVE OF REQUEST	
<p>I am requesting the Board to grant signing authority to me in order to renew a government purchasing account with Adobe Inc.. The Adobe CLP allows for discounts on the purchase of Adobe products. I would like this authorization to extend to contract renewals in the future. There is no cost involved as we are only renewing an existing account. They are a sole source vendor with fixed pricing so direct purchase with the government is the most economic method for us.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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beginning at 9 a.m.**

**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

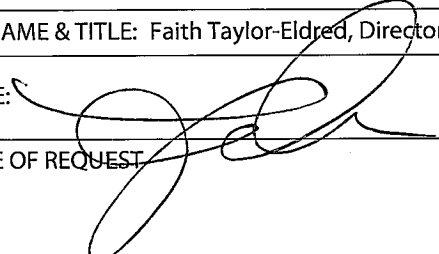
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Dec 3 '14</u>
NARRATIVE OF REQUEST	
<p>The Department requests approval to advertise for the Solid Waste Code Enforcement position currently included in the 2015 budget. This position will be funded through grants and designated reserves.</p> <p>The Department would like to have the person eligible to begin the job, pending budget approval, in the beginning of January to maximize the amount of grant funds used in 2015.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

**BOH/BOCC meet 2nd and  
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beginning at 9 a.m.**

**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 8

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

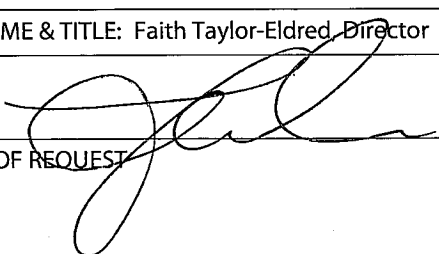
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Dec 3, 14</u>
NARRATIVE OF REQUEST  The Department of Ecology has amended the loan and grant agreements pertaining to the Pacific County On-Site Financial Repair program. The loan funds will be deobligated and the grant tasks amended to reflect the loan administration by Craft3. The total grant amount has not changed.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



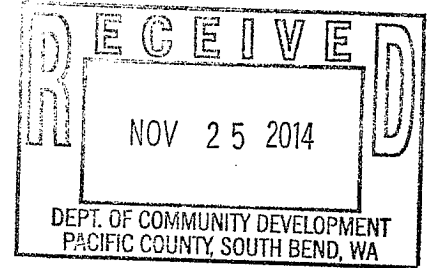
STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

November 20, 2014

Ms. Faith Taylor-Eldred  
Pacific County  
PO Box 68  
South Bend, WA 98586



**Re: Pacific County On-Site Financial Repair Program  
Amendments to Loan No. L1200031 and Grant No. G1300057**

Dear Faith:

Enclosed are three unsigned originals of amendments to the above-referenced loan and grant agreements between the Department of Ecology and Pacific County for the Pacific County On-Site Financial Repair Program project.

The loan amendment is a 'final amendment' which will deobligate the funds and acknowledges that no disbursements were made (hence the more-or-less blank amortization schedule). The grant amendment sets up the loan program to be administered by Craft3.

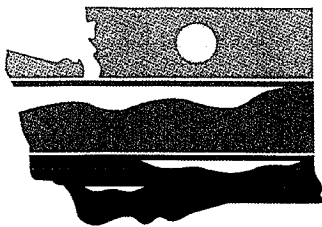
Once you have obtained the required signatures, return all copies of both amendments to me for final signatures. One fully-signed original of each of the amendments will be returned to you for your files.

If you have any questions, please call me at (360) 407-7489.

Sincerely,

Melanie Tyler  
Financial Management Section  
Water Quality Program

Enclosures



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

AMENDMENT NO. 1 [FINAL]  
TO LOAN AGREEMENT NO. L1200031

BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
PACIFIC COUNTY

PURPOSE: To amend the above-referenced (LOAN) agreement between the Washington State Department of Ecology (DEPARTMENT) and Pacific County (RECIPIENT) for the Pacific County On-Site Financial Repair Program Project (PROJECT). This amendment is needed to officially close out the project and deobligate funds. The RECIPIENT was unable to implement a loan program; no loan funds were disbursed.

IT IS MUTUALLY AGREED that the LOAN agreement is amended as follows:

1. On September 15, 2014, the RECIPIENT requested termination of the LOAN agreement with the DEPARTMENT.
2. The DEPARTMENT has not disbursed any LOAN funds under the agreement.
3. The PROJECT Completion Date is changed from June 30, 2015, to October 31, 2014.
4. The LOAN agreement is terminated on the effective date of this amendment.
5. The final LOAN amount is \$0.00. The amortization schedule is void. No repayment is required.

FURTHER, this amendment is effective upon the date of signature by the Water Quality Program Manager of the DEPARTMENT.

Except as expressly provided by this amendment, all other terms and conditions of the original LOAN agreement and any amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this amendment.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PACIFIC COUNTY  
BOARD OF HEALTH

HEATHER R. BARTLETT                      DATE  
WATER QUALITY PROGRAM MANAGER

STEVE ROGERS                      DATE  
CHAIR

APPROVED AS TO FORM ONLY:  
ASSISTANT ATTORNEY GENERAL  
(Revised 05/05/09)



# ESTIMATED LOAN REPAYMENT SCHEDULE

## (REVISED) ATTACHMENT 8

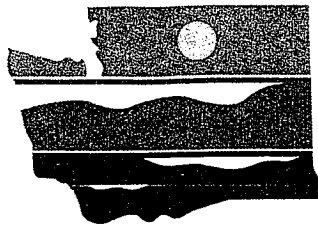
<b>Loan Number</b>	L1200031	<b>Loan Amount</b>	\$0.00
<b>Recipient Name</b>	Pacific County	<b>Term of Loan</b>	39 Payments
<b>Amortization Method</b>	Compound-365 D/Y	<b>Annual Int. Rate</b>	2.600 %
<b>Project Completion Date</b>	10/31/2014	<b>Interest Compounded</b>	Monthly
<b>Initiation of Operations</b>		<b>Loan Date</b>	10/31/2014

<b>Loan Number</b>	L1200031	<b>Department of Ecology</b>
<b>Recipient Name</b>	Pacific County	<b>Date Created</b>

<b>Payment #</b>	<b>Due Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
------------------	-----------------	-----------------------	-----------------	------------------	----------------

**SubTotal**

**Grand Total**



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

AMENDMENT NO. 1  
TO GRANT AGREEMENT NO. G1300057  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
PACIFIC COUNTY

PURPOSE: To amend the above-referenced grant agreement between the Washington State Department of Ecology [DEPARTMENT] and Pacific County [RECIPIENT] for the Pacific County OSS Repair Program Project. This amendment is needed to modify the scope of work, budget, project goals and outcomes, to extend the expiration date of the agreement, and to add new language to the General Terms and Conditions.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

1. **PART II. PROJECT SUMMARY** of the agreement is modified to read as follows:

This project will address water quality for the state of Washington. The RECIPIENT will establish a financial assistance program to repair deficient (sub-optimal) and failed on-site septic systems (OSS) or connection to a sewer line. The program will reduce sewage contamination of surface and groundwater, will ensure the RECIPIENT's shellfish industry is not impacted by contaminated waters, will alleviate any public health issues from contaminated waters, and will provide an incentive for landowners by helping to reduce the financial burden of on-site septic system repairs by providing a low interest loan, and some cases, a limited grant program for low income households. Funding for the program will come from this grant and the private match funds.

2. **PART III. PROJECT BUDGET** of the agreement as shown below is deleted.

Pacific County OSS Repair Program			
TASKS/OBJECTS	Total Project Costs	Total GRANT Eligible Project Costs	TOTAL GRANT AMOUNT
1. Project administration/management	\$10,970	\$10,970	\$10,970
2. Development of a Septic Loan Program	\$22,215	\$22,215	\$22,215
3. Hardship Grant OSS Repair Fund	\$43,476	\$43,476	\$43,476
4. Loan Loss Reserve	\$50,000	\$50,000	\$50,000

5. On-site Septic Surveys	\$46,014	\$46,014	\$46,014
Total	\$172,675	\$172,675	\$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: Washington Water Pollution Control State Revolving Fund Loan, L1200031			\$500,000

3. 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
6. 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 Craft3		\$7,675 \$165,000

4. **PART IV. PROJECT GOALS AND OUTCOMES** of the agreement is modified to read as follows:

- A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project.
- ☐ Severe Public Health Hazard or Public Health Emergency eliminated.
- ☒ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- ☐ Regulatory compliance with a consent decree, compliance order, TMDL or waste load allocation, etc., achieved.
- 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.



5. The project scope of work will be modified as follows:

**Task 1 - Project Administration/Management**

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

- 1. Effective administration and management of this grant project.
- 2. Timely submittal of all required performance items, progress reports, and financial vouchers.

**Task 2. Financial Assistance to Homeowners**

- A. The RECIPIENT or its designees will provide low-interest loans to private (residential and small commercial) entities to repair or replace failing on-site sewage systems. The RECIPIENT or its designees will use a dollar-for-dollar public to private match to fund individual on-site septic system repairs or replacements or for connection to sewer where available. Loan interest rates and terms will be based on a predetermined scale depending on the financial capability of the property owner.

Required Performance:

- 1. Enter into at least 15 loan agreements.

6. The grant expiration date is extended from June 30, 2015, to June 30, 2017.
7. The following language will be added to the existing General Terms and Conditions as Clause W:

**W. FUNDING AVAILABILITY**

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

FURTHER, this amendment is effective September 1, 2014.

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PACIFIC COUNTY  
BOARD OF HEALTH

\_\_\_\_\_  
HEATHER R. BARTLETT                      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
STEVE ROGERS                      DATE  
CHAIR



**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 9

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

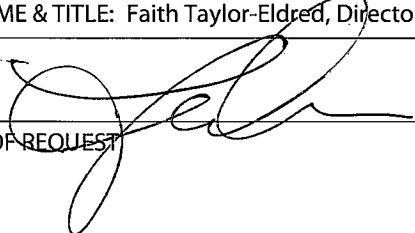
Review: ☐ Clerk of the Board  
☐ Risk Management  
☐ Legal

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Dec 3, 14</u>
NARRATIVE OF REQUEST	
<p>The Department requests to enter into a new cell phone contract with US Cellular. The new plan offers additional features and no roaming charges for approximately the same cost as the current plan (20.00 increase).</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



## **Terms of Agreement**

Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of U.S. Cellular's execution of this Agreement. The Terms and Conditions of this Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to Pacific County. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern and control.

- **Pacific County Corporate Activation Fees are Waived**
- **Termination Fees –**  
\$150.00 per line for feature phones, modems and hotspot devices.  
\$350.00 per line for smartphones and tablets.
- **Expiration Date of Contract:** Twenty-four months from date of contract signing by U.S. Cellular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**USCC Services, LLC**

**COMPANY NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Shannon Gordon\_\_\_\_\_

Name: \_\_\_\_\_

Title: Business Account Manager

Title: \_\_\_\_\_

Date: 9/23/2014\_\_\_\_\_

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



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

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

**REQUESTED MEETING DATE:**

12-9-14

## AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

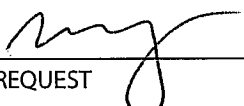
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 12-2-14
NARRATIVE OF REQUEST  Request the Board approve and and authorize the Director to sign the attached Agreement between WSALPHO and Pacific County Public Health and Human Services Department. This Agreement covers the working relationship between WSALPHO and the LHJ in billing for Medicaid Match and the Administrative Claiming system. This system has been established through a steering committee and approved by Centers for Medicare and Medicaid Services and the Health Care Authority. There will be an annual fee for WSALPHO's services. The funds paid to the LHJ for the Medicaid Match is included in our approved budget for 2014 and also included in our proposed 2015 budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

# **WASHINGTON STATE ASSOCIATION OF LOCAL PUBLIC HEALTH OFFICIALS – [LOCAL HEALTH JURISDICTION]**

## **AGREEMENT**

This AGREEMENT formalizes the understanding between the Washington State Association of Local Public Health Officials (WSALPHO) and [Local Health Jurisdiction] regarding the operation of Medicaid Administrative Claiming (MAC) in Washington State.

### **ARTICLE I PURPOSE**

The purpose of this AGREEMENT is to facilitate the operation of a statewide Random Moment Time Survey (RMTS) that complies with the requirements of the LHJ's Cost Allocation Plan approved by the Centers for Medicare and Medicaid Services (CMS), with oversight by the Health Care Authority (HCA) working with the LHJ MAC Steering Committee to provide coordination and oversight among participating LHJs.

### **ARTICLE II DEFINITIONS**

Authorized Representative: The person or persons authorized by the LHJ and WSALPHO to coordinate activities under this AGREEMENT (the MAC Coordinator) will be the Point of Contact for response to monitoring activities. Contact information for the LHJ and WSALPHO Representative, or the person who will connect the caller to the Authorized Representative, is found in Appendix 1 to this AGREEMENT.

Business Associate: As defined in 45 CFR, Part 160.103, otherwise known as HIPAA, and includes any entity that performs or assists in performing a function or activity involving the uses/disclosures of individually identifiable Health Information or involving any other function or activity regulated by HIPAA; or provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial service where the services involve individually identifiable Health Information.

Business Days and Hours: Shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

Centers for Medicare and Medicaid Services (CMS): A federal agency within the Department of Health and Human Services responsible for the administration and oversight of the Title XIX Medicaid Administrative Claiming program.

Cost Allocation Plan: A federally-approved plan describing the methodology and procedures for claiming federal reimbursement for activities that are necessary for the efficient administration of the State Medicaid Plan.

Health Care Authority (HCA): The State agency responsible for administration and oversight of the Medicaid Administrative Claiming program in Washington State.

HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Local Health Jurisdiction: A signatory health department, health district, or county within the State of Washington that operates a public health department or division within its county government pursuant to authority granted under Chapters 70.05, 70.08, 70.46 RCW or other applicable law.

LHJ MAC Steering Committee: The LHJ MAC Steering Committee (Steering Committee) functions as an advisory board working under the direction of WSALPHO leadership. The Steering Committee provides broad oversight of the LHJ MAC program in Washington State and acts as a point of contact for HCA staff.

Medicaid Administrative Claiming (MAC): Title XIX of the Social Security Act (the Act) authorizes payments to states for expenditures necessary for the administration of the State Medicaid Plan.

Proportional Share: The percentage paid by each LHJ to WSALPHO for the costs of the WSALPHO Contractor and WSALPHO's administrative fee is based on the proportional share of the total federal reimbursement paid to all LHJs for MAC activities for the most recent calendar year for which there is complete data.

Protected Health Information: Shall have the same meaning as those terms in the HIPAA Rules.

Random Moment Time Study: A web-based system operated by WSALPHO's Contractor that captures the activities that can be reimbursed under Medicaid Administrative Claiming via a CMS-approved time survey methodology.

Washington Association of Local Public Health Officials: WSALPHO is a 501(c)3 private, non-profit organization operating on behalf of Local Health Jurisdictions to advance the interests of local public health in Washington State.

WSALPHO Contractor: Vendor contracted through WSALPHO to operate a RMTS and claiming system [including offset, indirect rate, and Medicaid Eligibility Rate (MER)] for the MAC program that is compliant with the currently LHJ Cost Allocation Plan for LHJs who have contracted with the Health Care Authority for reimbursement to the LHJs for approved Medicaid administrative activities.

**ARTICLE III  
POINT OF CONTACT**

Pacific County Public Health  
Mary Goelz  
Administrator  
P. O. Box 26  
South Bend, WA 98586-0026

WSALPHO  
Brad Banks  
Managing Director  
206 10<sup>th</sup> Street  
Olympia, WA 98501



## **ARTICLE IV RESPONSIBILITIES OF LOCAL HEALTH JURISDICTIONS**

Local Health Jurisdictions participating in the Medicaid Administrative Claiming program will:

- Participate in the MAC claiming program through an interlocal AGREEMENT between the LHJ and HCA, and participate in an RMTS operated by the WSALPHO Contractor.
- Participate in peer review or other quality assurance activities to ensure the program's compliance with all federal regulations and federal and state published guidance.
- Name an employee to act as the MAC Coordinator who will oversee MAC activities at the LHJ and their compliance with federal and state regulations and published guidance, including oversight and monitoring of RMTS and the development and updating of all non-fiscal documents required for the MAC audit file.
- Name an employee to act as the MAC fiscal coordinator, who will oversee the development of the quarterly MAC invoice, certify its accuracy, and maintain the fiscal sections of the MAC audit file.
- The LHJ MAC Coordinator or designee will attend WSALPHO-sponsored semi-annual training as offered.
- The LHJ fiscal coordinator will attend WSALPHO-sponsored fiscal trainings as scheduled.
- The LHJ MAC coordinator will participate in regularly-scheduled Coordinator conference calls convened by WSALPHO.

## **ARTICLE V RESPONSIBILITIES OF WSALPHO**

WSALPHO will:

- Procure a contractor to operate an RMTS and claiming system that complies with the most current federally approved Cost Allocation Plan.
- Ensure that the WSALPHO Contractor and their employees or representatives and their subcontractors and their employees will maintain the confidentiality of all information provided by the LHJ or acquired in performance of this AGREEMENT as required by the Health Insurance Portability and Accountability Act of 1996, commonly known as HIPAA, and Washington State privacy laws as outlined in the Business Associate AGREEMENT incorporated into this AGREEMENT as Attachment A. WSALPHO's Contractor for purposes of this AGREEMENT is considered a Business Associate of the LHJ.
- Provide assurance that this AGREEMENT, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.
- In conjunction with LHJ Steering Committee, will provide coordination and leadership of the LHJ MAC program in Washington State to ensure quality assurance and consistency state-wide.

## **ARTICLE VI RESPONSIBILITIES OF MAC CONTRACTOR**

The MAC Contractor will operate a MAC RMTS and claiming system for participating LHJs in Washington State in accordance with a federally approved cost allocation plan.

The MAC Contractor will submit a proposed work plan that includes proposed tasks, staffing, timeline, and associated costs to WSALPHO no later than November 15 of the preceding year for review and approval by WSALPHO and the LHJ MAC Steering Committee, which will be incorporated annually as an amendment to this AGREEMENT.

## **ARTICLE VII INVOICE AND PAYMENT**

WSALPHO will invoice participating LHJs their proportional share of the MAC Contractor's budget annually, but no later than March 31, with the option that a LHJ may request a quarterly or semi-annual billing arrangement. The annual budget for Contractor's services, WSALPHO's administrative fee, and the LHJ's proportionate share are incorporated by reference as Contractor Budget and LHJ Proportional Share (Attachment B).

The Contractor submits a quarterly invoice of actual costs to WSALPHO. Following the end of a calendar year, WSALPHO will reconcile the budget to actual cost and credit each LHJ its proportional share of any overpayment. This adjustment will be applied to the LHJ's succeeding year invoice.

WSALPHO receives a five percent fee based on the Contractor's budget to administer the MAC program and coordinate the work of the LHJ MAC Steering Committee. WSALPHO will reconcile this fee to the Contractor's actual cost and credit each LHJ its proportional share of any overpayment. This adjustment will be applied to the LHJ's succeeding year invoice.

## **ARTICLE VIII PROTECTED HEALTH INFORMATION**

WSALPHO acknowledges that some of the material and information that may come into the possession or knowledge of its Contractor in connection with this AGREEMENT or its performance may consist of Protected Health Information provided by participating LHJs. WSALPHO, its employees, and its Contractors agree not to use or disclose Protected Health Information other than as permitted or required by the AGREEMENT or as required by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Protected Health Information.

WSALPHO Contractors that may use the LHJ Protected Health Information in the course of their work are considered to be a Business Associate of WSALPHO and will be required to complete a Business Associate AGREEMENT, as required by federal or state laws, including HIPAA, prior to the commencement of any work incorporated into this AGREEMENT as Attachment A.

WSALPHO reserves the right to monitor, audit, or investigate the use of Protected Health Information collected, used, or acquired by Contractor through this AGREEMENT. The obligations set forth in this Section shall survive completion, cancellation, expiration, or termination of this AGREEMENT.

## **ARTICLE IX INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless, each other, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from the negligent acts or omissions of the parties, its employees, or representatives.

## **ARTICLE X RIGHTS IN DATA**

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

## **ARTICLE XI RECORDS, DOCUMENTS, AND REPORTS**

WSALPHO and its Contractor shall maintain books, records, documents, magnetic media, receipts, invoices and other evidence relating to this AGREEMENT and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. At no additional cost, these records, including materials generated under this AGREEMENT, shall be subject at all reasonable times to inspection, review, or audit by the LHJ. Records shall be retained for a period of six (6) years after the date of final payment.

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

## **ARTICLE XII TERM AND TERMINATION**

This AGREEMENT is effective January 1, 2014, and will continue year to year until terminated by either party. Either LHJ or WSALPHO may terminate this AGREEMENT for convenience with written notification to all of the other signatories to the AGREEMENT no less than ninety (90) calendar days prior to the beginning of a calendar quarter.

### **ARTICLE XIII AMENDMENTS**

Modifications to this AGREEMENT must be in writing and will become effective upon the approval of the modification by WSALPHO and LHJ.

### **ARTICLE XIV INDEPENDENT CAPACITY**

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

### **ARTICLE XV SEVERABILITY**

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

### **ARTICLE XVI NO THIRD PARTY BENEFICIARIES**

This AGREEMENT is entered into solely for the mutual benefit of the parties to this AGREEMENT. This AGREEMENT is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this AGREEMENT.

### **ARTICLE XVII DISPUTE RESOLUTION**

If a dispute between any parties to this AGREEMENT arises out of or related to this AGREEMENT, or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or related to this AGREEMENT, or breach thereof, may be settled in a court having jurisdiction thereof. The parties may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

### **ARTICLE XVIII NOTICES**

Whenever this AGREEMENT provides for notice to be provided by one party to another, such notice shall be in writing and directed to the Authorized Representatives identified in Article III.

## **ARTICLE XIX SURVIVORSHIP**

The following clauses survive the termination of this AGREEMENT:

- VIII Confidential Information
- IX. Immunity, Indemnification, and Limitations
- XIV. Severability
- XV. No Third Party Beneficiaries
- XVI. Dispute Resolution

## **ARTICLE XX INSURANCE**

WSALPHO shall insure that any Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect WSALPHO should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this AGREEMENT.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this AGREEMENT, as follows:

Commercial General Liability Insurance Policy: Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Professional Liability Insurance: Provide a Professional Liability Insurance policy, including contractual liability, in adequate quantity to protect against legal liability, but no less than \$1,000,000 per claim.

## **ARTICLE XXI OTHER OR PRIOR AGREEMENTS**

If WSALPHO and LHJ have a prior written AGREEMENT that relates to the subject matter of this AGREEMENT, namely, MAC claiming, then, at such time that WSALPHO and said LHJ both execute this AGREEMENT, such prior written AGREEMENT between them shall become null and void and of no further force and effect.

## **ARTICLE XXII GOVERNING LAW**


This AGREEMENT shall be interpreted, construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, this AGREEMENT has been executed and approved and is effective and operative by WSALPHO and LHJ as herein provided.

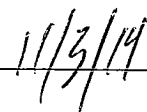
**LHJ** \_\_\_\_\_

**WSALPHO**

By: \_\_\_\_\_  
Name  
Title

By:  \_\_\_\_\_  
Brad Banks  
Managing Director

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

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



**REQUESTED MEETING DATE:**

12-9-14

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal


☐ OTHER: \_\_\_\_\_

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 12-2-14
NARRATIVE OF REQUEST  Request the Board approve and sign the Department of Health Consolidated Contract which covers the upcoming years of 2015-2017. This contract includes the grant funding we receive through DOH for WIC, Emergency Preparedness, Family Planning, Immunizations, Maternal Infant and Child Health and Recreational Shellfish activity (this is a pass through to Department of Community Development). This funding is included in our proposed 2015 Budget. No supplemental budget is required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

2015 - 2017

WASHINGTON STATE  
DEPARTMENT OF HEALTH  
CONSOLIDATED CONTRACT



## Table of Contents

1.	Purpose .....	3
2.	Statements of Work .....	3
3.	Exhibits.....	3
4.	Definitions .....	3
5.	Funding and Billing .....	4
6.	Contract Management .....	5
7.	Access to Records .....	5
8.	All Writings Contained Herein.....	5
9.	Assignment.....	5
10.	Assurances .....	5
11.	Confidential Information .....	6
12.	Ethics .....	6
13.	Debarment Certification .....	6
14.	Disputes .....	6
15.	Equipment Purchases .....	6
16.	Governing Law and Venue.....	7
17.	Independent Capacity .....	7
18.	Insurance .....	7
19.	Licensing, Accreditation and Registration .....	7
20.	Maintenance of Records .....	7
21.	Modifications and Waivers .....	7
22.	No Third-Party Rights Created.....	7
23.	Nondiscrimination .....	7
24.	Order of Precedence .....	8
25.	Ownership of Material/Rights in Data .....	8
26.	Publications .....	8
27.	Responsibility for Actions.....	8
28.	Loss or Reduction of Funding .....	8
29.	Severability .....	8
30.	Subcontracts .....	8
31.	Subrecipient.....	9
32.	Survivability .....	9
33.	Term .....	9
34.	Termination for Convenience.....	9
35.	Termination for Default.....	9
36.	Termination Procedure .....	9
	Standard Federal Certifications and Assurances.....	11
	Assurances – Non Construction Programs .....	16

**CONSOLIDATED CONTRACT**  
**between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**(Referred to as "DOH")**  
**and**  
**PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**  
**(Referred to as "LHJ")**  
**for**  
  
**THE DELIVERY OF PUBLIC HEALTH SERVICES**  
**FOR THE PERIOD OF**

**January 1, 2015 through December 31, 2017**

**1. Purpose**

This Contract is entered into in accordance with RCW 43.70.520, RCW 43.70.580, the general statutory powers of the Secretary of the Department of Health, including at RCW 43.70.040, the general statutory powers of local health jurisdictions, including at RCW 70.05.060, RCW 70.08.020, and RCW 70.46.060, and the authority for joint or cooperative action provided for under chapter 39.34 RCW. The purpose of this Contract is to define the parties' joint and cooperative relationship. The contract and all statements of work adopted under its provisions are intended to implement applicable objectives under the Public Health Improvement Plan and to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH.

**2. Statements of Work**

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract are described in Exhibit A, Statements of Work. Each statement of work shall comply with the performance-based criteria under RCW 43.70.580(2)(b).

The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth in Exhibit A, Statements of Work.

**3. Exhibits**

This Contract incorporates by reference the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B – Allocations
- Exhibit C – Schedule of Federal Awards

**4. Definitions**

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

"Budget, Accounting, and Reporting System (BARS)": The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

"Client": An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

"Catalog of Federal Domestic Assistance (CFDA)": The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

"Confidential Information": Information protected from disclosure under federal or state law.

“Contract Coordinator”: Each party’s designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: Individual(s) of the Contracts Office of DOH and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more or as otherwise provided in the Statements of Work, Exhibit A.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Statements of Work, Exhibit A.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

## 5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in the Statements of Work, Exhibit A, not to exceed funding amounts as detailed in the Contract Allocations, Exhibit B, for those services provided herein.

The LHJ will advise the Program Contact identified in the applicable Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.
- C. Total consideration for this Contract is **\$330,238**, or as amended.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located on the DOH website, [www.doh.wa.gov](http://www.doh.wa.gov). DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

D. The LHJ will submit a BARS A financial report by March 15 for the prior calendar year.

#### 6. Contract Management

Unless otherwise specified in the Contract, the following individuals are each party's designated contact ("Contract Coordinator") for all notices required or permitted under this Contract.

LHJ Contract Coordinator:		DOH Contract Coordinator:	
Name: Mary Goelz		Name: Brenda Henrikson	
		Title: Contracts Specialist	
Mailing Address:		Mailing Address:	
PO Box 26, South Bend WA 98586-0026		PO Box 47905, Olympia WA 98504-7905	
Physical Address:		Physical Address:	
1216 Robert Bush Drive, South Bend WA 98586		101 Israel Rd. SE, Tumwater WA 98501-5570	
Phone: 360-875-9343	Fax: 360-875-9323	Phone: 360-236-3933	Fax: 360-586-2655
Email Address:		Email Address:	
mgoelz@co.pacific.wa.us		brenda.henrikson@doh.wa.gov	

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Statements of Work, Exhibit A, and on the DOH website, [www.doh.wa.gov](http://www.doh.wa.gov).

#### 7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

#### 8. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

#### 9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH's Contracting Officer, which consent shall not be unreasonably withheld.

#### 10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications
2. Standard Federal Assurances for Non-Construction Programs



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

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

**REQUESTED MEETING DATE:**

DECEMBER 9, 2014

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

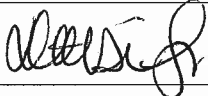
☐ Legal

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS	DIVISION (if applicable): FAIR
OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: 	DATE: 12/3/14
NARRATIVE OF REQUEST  Fair requests Board's consideration, approval and signature of the attached Pacific County Fairgrounds Winter Storage Rental Agreements.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**2014-15 PACIFIC COUNTY FAIRGROUNDS WINTER STORAGE  
FOR BOARD APPROVAL 12-9-2014**

LAST NAME	MAILING ADDRESS	CONTACT PHONE NO.	WHAT IS STORED	PD	INS RCVD
McCowan, Bill	244 Oxbow Rd, Raymond, WA 98577	360-934-5858	1999 Winnebago	X	X
LAST NAME	MAILING ADDRESS	CONTACT PHONE NO.	WHAT IS STORED	PD	INS RCVD
<b>(insurance cards to be sent when received)</b>					
Carlson, Eric	8014 78th St Ct NW, Gig Harbor, WA 98335	253-732-3465 360-789-5282	21 ft Arima Boat	X	
Reed, William & Mary	1128 SR 6, Raymond, WA 98577	360-942-5676 253-851-3131	2004 Cougar MH	X	
Rushforth, Troy	8611 89th Ave NW, Gig Harbor, WA 98332	206-356-5888	2007 Azure Boat	X	



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

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

REQUESTED MEETING DATE:

12/09/14

## AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Rachel Patrick	PHONE / EXT: 3331
SIGNATURE: <i>Rachel Patrick</i>	DATE: 12/04/2014
NARRATIVE OF REQUEST	
Approve purchase of Eden Personnel Web Extensions Product	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Quoted By: Christina Hendrickson  
 Date: 04/28/2014  
 Quote Expiration: 09/30/2014  
 Quote Name: HR Web w/Online Time keeping  
 Quote Number: 43832

## Sales Quotation For:

Rachel Patrick 105609  
 Pacific County  
 PO Box 97  
 South Bend, WA 98586

Phone: (360) 875-9311  
 Fax:  
 Email: rpatrick@co.pacific.wa.us

### 1 Software

Model #	Description	Quantity	Price	Extended Price	Software Total
HR-WBHR-SW-C	HR Web Extension - Software	1.00	\$5,000.00	\$5,000.00	\$5,000.00
					Total: \$5,000.00

### 2 Services

Model #	Description	Quantity	Price	Extended Price	Services Total
SV-SYSW-FA	Web Setup - Initial Web Server Install	1.00	\$1,200.00	\$1,200.00	\$1,200.00
					Total: \$1,200.00

#### Consulting

Model #	Description	Quantity	Price	Extended Price	Consulting Total
HR-TIME-CS-C	Web Time Entry Training - Consulting	1.00	\$1,200.00	\$1,200.00	\$1,200.00
					Total: \$1,200.00

#### Training

Model #	Description	Quantity	Price	Extended Price	Training Total
HR-TIME-TR-C	Web Time Entry Training - Training	3.00	\$1,200.00	\$3,600.00	\$3,600.00
					Total: \$3,600.00

Total	Total	Total	Total	Total
Other Services:	Consulting:	Training:	Conversion	Services:
\$1,200.00	\$1,200.00	\$3,600.00	Services:	\$6,000.00
			\$0.00	

Total Training Days: 3  
 Total Consulting Days: 1

### 3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Maintenance Total
HR-WBHR-SP-C	HR Web Extension - Support	1.00	\$900.00	\$900.00	\$900.00
					Total: \$900.00



## Summary

	Fees	Maintenance
Total Software	\$5,000.00	\$900.00
Total Services	\$6,000.00	
Summary Total	\$11,000.00	\$900.00

8.5%  
+ tax 1011.50

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

For existing EDEN Clients, the fees are billed as follows:

- 100% of Application Software License Fees upon delivery of the software products
- 100% of the Year 1 Application Software Maintenance Fees are billed upon Initiation (first day of training)
- 100% of the Third Party Product License Fees/Purchase Price upon delivery of the third party products
- 100% of the Year 1 Third Party Product Maintenance Fees upon delivery of the third party products
- Services and associated expenses as provided/incurred.

Payment is due within 30 days of invoice receipt. Quote is subject to existing Contract.

Customer Approval: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars



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

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

REQUESTED MEETING DATE:

12/09/14

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 14

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

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☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Rachel Patrick

PHONE / EXT: 3331

SIGNATURE

*Rachel Patrick*

DATE:

12/04/2014

### NARRATIVE OF REQUEST

Approve Gasb 54 resolution with changed to exclude funds rolled into current expense. [REDACTED]

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-\_\_\_\_\_

**IN THE MATTER OF DEFINING AND ADOPTING ALL COUNTY FUNDS FOR  
ACCOUNTING STANDARDS - GASB 54**

**WHEREAS**, the Governmental Accounting Standards Board statement number 54 has redefined when the county can report governmental funds outside of the general fund; and

**WHEREAS**, to prevent the county from having to consolidate funds into the general fund, all governmental funds not otherwise restricted by an outside source such as state law, contract, or grant must be committed by the county legislative authority; and

**WHEREAS**, the Board of Pacific County Commissioners previously adopted Resolution Nos. 2011-049 and 2012-051 in the matter of defining and adopting all county funds for accounting standards per GASB 54; now, therefore

**IT IS HEREBY RESOLVED** by the Board of Pacific County Commissioners that Resolution Nos. 2011-049 and 2012-051 shall be repealed and replaced with this resolution; and

**IT IS HEREBY FURTHER RESOLVED** that the Pacific County Current Expense Fund and Special Revenue Funds be defined and committed to purposes as listed in Attachment A, pages 1-2, all without further hearing or action.

**PASSED** by the following vote this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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

Provided that expenditures are made in accordance with the designated purpose(s) and/or restriction(s) set forth for each County Fund in this Attachment A, appropriated expenditures for each County Fund may include expenses within any of the following budget categories:

- Capital Expenditures
- Debt Service
- Operating Expenses
- Personnel (including salary and benefits)

### **CURRENT EXPENSE FUND**

---

#### **Fund 001: General Fund**

Use of revenue is generally unassigned and may be used for Pacific County's general expenses.

### **SPECIAL REVENUE FUNDS**

---

#### **Fund 102: Emergency Management**

The use of contributions from cities is restricted to the preparation for and the carrying out of all County emergency management functions as defined in RCW 38.52.010.

#### **Fund 104: Road Fund**

The use of revenue provided through property, private harvest, motor fuel tax and state forest board transfer lands are restricted per RCW 36.82.010.

#### **Fund 105: Veterans Fund**

The use of revenue provided through property tax is restricted per RCW 73.08.080.

#### **Fund 106: Tourism Development**

The use of revenue provided by hotel/motel tax is restricted per RCW 67.28.181.

#### **Fund 108: Flood Control**

The use of revenue provided by flood control fees and charges are designated for the development and implementation of appropriate projects for mitigation of surface water runoff within the active district boundaries.

#### **Fund 109: Vegetation Management**

The use of revenue generated by vegetation control for the road department is restricted per RCW 17.10.240.

#### **Fund 110: Treasurer's Operation & Maintenance**

The use of revenue generated by treasurer fees is restricted per RCW 84.56.020.

Fund 111: Auditor's Operation & Maintenance

The use of revenue generated by centennial document preservation is restricted per RCW 36.22.170.

Fund 112: Treasurer REET Technology

The use of revenue is restricted per RCW 82.45.180.

Fund 116: Department of Community Development

The uses of revenue generated by licensing and permitting fees are restricted for managing community development regulations.

Fund 117: Election Reserve

The uses of revenue generated by election costs, voter registration charges are restricted per RCW 36.33.200.

Fund 118: Health & Human Services

The use of revenue is restricted per RCW 82.14.460 and per grant restriction requirements.

Fund 301: Capital Improvements

The use of revenue generated by taxes is restricted per RCW 82.46.010 and RCW 82.46.035.

Fund 302: Public Facilities Improvement

The use of revenue generated by local sales tax is restricted per RCW 82.14.370.

Fund 127: Low Income Assistance Fund

Use of revenue generated by recording is restricted per RCW 43.185.060.

Fund 128: Shellfish On-Site Sewage Program

The use of revenue is restricted per grant requirements.

Fund 138: Court Special Accounts Fund

The use of revenue generated from collections is restricted per RCW 36.18.016 and RCW 26.12.240.

Fund 160: PACCOM

The use of revenue received by other entities and excise tax is restricted per RCW 38.52.510.

Fund 191: Becca Reserve

The use of revenue is restricted per grant requirements.



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

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beginning at 9 a.m.

REQUESTED MEETING DATE:

12/09/14

## AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Rachel Patrick	PHONE / EXT: 3331
SIGNATURE: <i>Rachel Patrick</i>	DATE: 12/04/2014
NARRATIVE OF REQUEST	
<div style="background-color: black; height: 1.2em; width: 55%; display: inline-block;"></div> Approve Health Care Act look back resolution.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-\_\_\_\_\_

**IN THE MATTER OF DEFINING AND ADOPTING THE HEALTH CARE POLICY**

**WHEREAS**, Pacific County is required by law to administer a health care policy in accordance with the Employer Shared Responsibility provisions of the Patient Protection and Affordable Care Act.

**IT IS HEREBY RESOLVED** by the Board of County Commissioners, Pacific County, Washington, that the Pacific County will adopt and abide by the Health Care Policy.

PASSED by the following vote this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chairman

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

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

ATTEST:

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

# Health Care Policy Pacific County

## Health Coverage

Employer's policy is administered in accordance with the Employer Shared Responsibility provisions of the Patient Protection and Affordable Care Act, as amended (PPACA). Under the terms and conditions of this policy and Employer's health benefits plan, Employer makes health coverage available to full-time employees and their dependents up to age 26. The benefits, terms, and conditions of Employer's health benefits plan, including costs owed by eligible employees, are explained in a separate plan document (the "Plan") [see: Union contract agreements] If there are conflicts between this policy, the Plan, and any collective bargaining agreements, the document satisfying the minimum protections of the PPACA shall apply.

## Definitions and Classifications

Full-time. At time of hire or change in job classification, employee is reasonably expected to work, on average, 30 or more hours per week. Full-time employees are eligible for health coverage and will be enrolled in health coverage as specified in the Plan. In no event shall the date of enrollment be later than the first day of the fourth calendar month following the date of hire or the date of change in job classification.

Part-time. At time of hire or change in job classification, employee is reasonably expected to work, on average, less than 30 hours per week. Part-time employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement. If, based on Employer prior approval, a part-time employee averages 30 or more hours per week during a measurement period (discussed below), the employee will be deemed a full-time employee, eligible for health coverage during a subsequent stability period (discussed below).

Variable-hour. At time of hire or change in job classification, Employer cannot reasonably determine whether employee will or will not average 30 or more hours per week. Variable-hour employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement. If, based on Employer prior approval, a variable-hour employee averages 30 or more hours per week during a measurement period (discussed below), the employee will be deemed a full-time employee, eligible for health coverage during a subsequent stability period (discussed below).

Casual. At time of hire or change in job classification, employee is hired in a position that is anticipated to require not more than forty hours per month. Casual employees are subject to monthly and annual hours limitations and are not eligible for health coverage,

Seasonal. At time of hire or change in job classification, employee is hired or re-hired into a position for which the customary annual employment is approximately six months or less, beginning in approximately the same season of each calendar year. Seasonal employees are subject to a mandatory annual break in service of approximately six continuous months and are not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.



Dependents. Children of full-time employees up to age 26 (including the entire calendar month in which a child turns age 26). Includes biological and adopted children. Excludes spouses, domestic partners, stepchildren and foster children. Dependents of full-time employees are eligible for health coverage.

Volunteers. Individuals who provide services to Employer on a voluntary basis and whose compensation is limited to: (1) reimbursement for reasonable expenses incurred in the performance of services as a volunteer; (2) reasonable fringe benefits, excluding health coverage; and/or (3) nominal fees or honorarium provided in connection with services as a volunteer. Volunteers are not employees and are not eligible for health coverage.

### **Measurement and Administrative Periods – Initial Periods**

Employer uses a 12-month initial measurement period to measure the hours of new part-time, variable-hour, and seasonal employees.

Employer uses an initial administrative period of no longer than two months, divided in two phases. The first phase begins on the date of hire of a new part-time, variable-hour, or seasonal employee and continues until the last day of that calendar month. The second phase begins at the end of the 12-month initial measurement period and lasts for one full calendar month. The purpose of the first phase of the initial administrative period is to reduce administrative complexity by consolidating all new part-time, variable-hour, and seasonal employees hired during a month into the same initial measurement and stability periods. The purpose of the second phase of the initial administrative period is to allow Employer to calculate the hours worked by employees during the initial measurement period and to enroll eligible employees in health coverage.

Employer uses a 12-month initial stability period for purposes of providing or excluding health coverage to new part-time, variable-hour, and seasonal employees. If an employee works an average of 30 hours or more per week during an initial measurement period, the employee will be deemed a full-time employee and will be eligible for health coverage during the initial stability period, regardless of the hours worked during the initial stability period, so long as the employee remains employed by Employer. If an employee works an average of less than 30 hours per week during the initial measurement period, the employee will not be deemed a full-time employee and will not be eligible for health coverage during the initial stability period, regardless of the hours worked during the initial stability period.

<u>Initial Administrative Period (Phase 1)</u>	--	Begins on date of hire, continues until end of month.
<u>Initial Measurement Period</u>	--	Begins on first day of first full calendar month following date of hire and continues for 12 months.
<u>Initial Administrative Period (Phase 2)</u>	--	Begins on first day of first full calendar month following Initial Measurement Period and lasts for the entire month.
<u>Initial Stability Period</u>	--	Begins on first day of first full calendar month following Phase 2 of Initial Administrative Period and continues for 12 months.

To determine the average hours worked by each employee during the 12-month initial measurement period, Employer will divide the employee's total hours worked during the period by 52.

Example:

Employee A is hired as a new variable-hour employee on April 2, 2015. Employee B is hired as a new part-time employee on April 15, 2015.

Under the first phase of the initial administrative period, Employee A is placed into an initial administrative period from April 2, 2015 through April 30, 2015. Employee B is placed into an initial administrative period from April 15, 2015 through April 30, 2015. *[The purpose of the first phase of the initial administrative period is to reduce administrative complexity by consolidating all new part-time, variable-hour, and seasonal employees hired in the same calendar month into the same initial measurement and stability periods.]*

Employee A and Employee B both have initial measurement periods beginning May 1, 2015 and ending April 30, 2016 (12 months).

Employee A and Employee B are both subject to the second phase of the initial administrative period, beginning May 1, 2016 and ending May 31, 2016 (one month). During this period, Employer calculates Employee A's and Employee B's hours worked during the initial measurement period.

Employee A and Employee B are both subject to an initial stability period beginning June 1, 2016 and ending May 31, 2017 (12 months). If either employee averaged 30 or more hours per week during the initial measurement period, he/she will be offered and enrolled in health coverage during the initial stability period. If either employee averaged fewer than 30 hours per week during the initial measurement period, he/she will be excluded from health coverage during the initial stability period.

### **Measurement and Administrative Periods – Standard Periods**

Employer uses a 12-month standard measurement period to measure the hours of all ongoing part-time, variable-hour, and seasonal employees hired on or before the start of a standard measurement period.

Employer uses a standard administrative period of 31 days. The purpose of the standard administrative period is to calculate the hours worked by employees during the preceding standard measurement period and to enroll eligible employees in health coverage during the resulting standard stability period.

Employer uses a 12-month standard stability period for purposes of providing or excluding health coverage to ongoing part-time, variable hour, and seasonal employees. If an employee works an average of 30 hours or more per week during a standard measurement period, the employee will be deemed a full-time employee and will be eligible for health coverage during the resulting standard stability period, regardless of the hours worked during the standard stability period, so long as the employee remains employed by Employer. If an employee works an average of less than 30 hours per week during the standard measurement period, the employee will not be deemed a full-time employee and will not be eligible for health coverage during the resulting standard stability period, regardless of the hours worked during the stability period.

<u>Standard Measurement Period</u>	--	December 1 of [Year 1] through November 30 of [Year 2]
<u>Standard Administrative Period</u>	--	December 1 through December 31 of each year.
<u>Standard Stability Period</u>	--	January 1 through December 31 of each year.

To determine the average hours worked by each employee during the 12-month standard measurement period, Employer will divide the employee's total hours worked during the period by 52.

Example:

Employee C is an ongoing variable-hour employee who was hired on or before December 1, 2017 (the start of Employer's standard measurement period).

Starting in 2017, Employee C's standard measurement period begins December 1, 2017 and ends November 30, 2018 (12 months).

Employee C's standard administrative period begins December 1, 2018 and ends December 31, 2018. During this period, Employer calculates Employee C's hours worked during the preceding standard measurement period. If Employee C averaged 30 or more hours per week during the preceding standard measurement period, Employee C will be eligible for health coverage during the resulting standard stability period. If Employee C averaged below 30 hours per week during the preceding standard measurement period, Employee C will be excluded from health coverage during the resulting standard stability period.

Employee C's standard stability period begins January 1, 2019 and ends December 31, 2019 (12 months).

Employee C's next standard measurement period begins December 1, 2018 and ends November 30, 2019 (12 months).

### **Measurement and Administrative Periods – Overlapping Initial and Standard Periods**

Employer's standard measurement periods apply to all ongoing part-time, variable-hour, and seasonal employees hired by Employer on or before the start date of a standard measurement period. New part-time, variable-hour, and seasonal employees will be measured by both Employer's initial measurement period and the first standard measurement period beginning on or after each employee's date of hire.

Example:

Employee D is a new variable-hour employee. Employee D is hired September 29, 2015.

Employee D is subject to the first phase of the initial administrative period, beginning September 29, 2015 and ending one day later, September 30, 2015.

Employee D is subject to an initial measurement period beginning October 1, 2015 and ending September 30, 2016.

Employee D is subject to the second phase of the initial administrative period, beginning October 1, 2016 and ending on October 31, 2016.

Employee D is subject to an initial stability period beginning November 1, 2016 and ending October 31, 2017.

Because Employee D was hired on or before Employer's 2015 standard measurement period, Employee D is concurrently subject to the standard measurement period beginning December 1, 2015 and ending November 30, 2016.

Employee D is subject to a standard administrative period beginning December 1, 2016 and ending December 31, 2016.

Employee D is subject to a standard stability period beginning January 1, 2017 and ending December 31, 2017.

Based on the overlapping nature of initial and standard measurement and stability periods, situations will arise where part-time, variable-hour, and seasonal employees will be subject to simultaneous initial and standard measurement, administrative, and stability periods.

If Employer determines an employee is eligible for health coverage during an initial measurement period or standard measurement period, the employee must be enrolled in health coverage for the entire associated stability period. This is the case even if the employee is determined to be eligible for health coverage during the initial measurement period but determined not to be eligible for coverage during the overlapping or immediately following standard measurement period. In such a case, Employer may exclude the employee from health coverage only after the end of the initial stability period. Thereafter, the employee's eligibility for health coverage would be determined in the same manner as that of other ongoing part-time, variable-hour, or seasonal employees.

In contrast, if Employer determines an employee is not eligible for coverage during the initial measurement period, but is eligible for coverage based on the overlapping or immediately following standard measurement period, employee will be eligible for health coverage for the entire standard stability period (even if the standard stability period begins before the end of the initial stability period). Thereafter, the employee's eligibility for health coverage would be determined in the same manner as other part-time, variable-hour, or seasonal employees.

### **Rules Concerning Eligibility and Enrollment**

To be enrolled in health coverage under the Plan, eligible employees must comply with all applicable application requirements and deadlines. Failure to do so may result in delayed or no enrollment until the next annual enrollment period or upon a qualified change in status.

If an eligible employee's payment for the cost of health coverage is untimely, the terms of the Plan provides when coverage terminates and whether there is a grace period for payment. Employer is not required to provide health coverage for the period for which the cost of health coverage is not timely paid and may terminate coverage.

Eligible employees have the right to waive enrollment in Employer's health coverage. Employer will provide a written waiver that must be timely completed, signed, and submitted by an eligible employee desiring to waive enrollment. Unless the Plan specifies otherwise, a new waiver must be completed

annually. Employer will provide otherwise eligible employees who previously waived enrollment in health coverage the opportunity to enroll at least once annually.

### **Hours for Paid and Unpaid Leave During Measurement Periods**

Hours of service for employees during measurement periods include both actual hours of service worked in addition to paid hours for vacation leave, sick leave, holiday leave, or other paid leave.

Periods of unpaid leave, including unpaid FMLA or military leave, are excluded from the hours calculation during any measurement period. *Example:* Employee E is a variable-hour employee subject to a 12-month (52-week) standard measurement period. During the standard measurement period, Employee E takes four weeks of unpaid FMLA leave. The four weeks of unpaid FMLA leave are excluded from the hours calculation. The average is calculated by the total hours worked by Employee E during the standard measurement period (12 months), divided by 48 weeks (instead of 52 weeks).

Administrative periods overlap with measurement and stability periods. Employees offered health coverage during a stability period must remain enrolled in coverage during a subsequent administrative period. Employees excluded from health coverage during a stability period remain excluded from coverage during a subsequent administrative period.

### **Breaks in Service**

Employees, regardless of classification, who separate their employment with Employer, voluntarily or involuntarily, must have a break in service of at least 13 continuous weeks before being eligible for re-hire. Employees re-hired after a break in service of at least 13 continuous weeks will be treated as a "new" employee, without any consideration given to previous hours worked or previous measurement or stability periods that may have applied prior to separation.

Employees who are re-hired into full-time positions must be enrolled in health coverage no later than the first day of the fourth calendar month following their date of re-hire. Employees who are re-hired into part-time, variable-hour, or seasonal positions are subject to Employer's initial measurement, initial administrative, and initial stability periods.

Employer reserves the right to suspend this rule on a case-by-case basis.



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

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

**REQUESTED MEETING DATE:**

## AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: North Pacific District Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Court Administrator/Clerk	PHONE / EXT: 360-875-9354 Ext 4
SIGNATURE: 	DATE: December 3, 2014
NARRATIVE OF REQUEST	
<p>The Administrative Office of the Courts is offering a purchase reimbursement for each of our court's computer stations in 2015. This is the Purchase Agreement that they provided. If the commissioners approve the purchase reimbursement then the court will most likely need that money in our budget or to be able to pay for the computers once they are purchased. After purchasing we will send the proof to AOC showing the amount of the initial cost of each item. AOC has a maximum allowed amount that they will reimburse. I have attached the quote from Dell provided to me from Andrew Seaman and I have the initial email from Christine Winslow sent to me on October 14, 2014.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PURCHASE REIMBURSEMENT AGREEMENT - PRA15001  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
PACIFIC NORTH DISTRICT COURT**

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05873  
Purchase Reimbursement Agreement (PRA) Number: PRA15001

**1. Purpose**

This PRA Number PRA15001 is executed by the Washington State Administrative Office of the Courts (AOC) and the Pacific North District Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05873. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase of 3 desktop computers, and 3 monitors.

**2. Term and Termination**

The term of the PRA is effective upon the date of execution by both parties through Friday, February 27, 2015. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

**3. Responsibilities**

**3.1. The AOC will:**

- 3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
- 3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 3 desktop computers, and 3 monitors, pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.

**3.2. The CUSTOMER will:**

- 3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.

- 3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.
- 3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.
- 3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

**4. Reimbursement Amount**

The AOC will reimburse the CUSTOMER up to \$700 for each desktop computer, and \$200 for each monitor, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

**5. Billing/Invoicing**

Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05873) and additional terms and conditions listed below.

**6. Treatment of Assets and Property**

CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

**7. Modifications/Changes**

This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

**8. Order of Precedence**

If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

**9. PRA Management**

Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

<b>AOC Program Manager:</b>	<b>Customer Program Manager:</b>
<b>Christine Winslow</b> Infrastructure Project Coordinator Administrative Office of the Courts 1206 Quince St SE PO Box 41170 Olympia, WA 98504-1170 360 705-5249 Christine.Winslow@courts.wa.gov	<b>Jan Wilson</b> Administrator Pacific District North Court 300 Memorial Dr PO Box 134 South Bend, WA 98586 360-875-9354 jwilson@co.pacific.wa.us



**10. Authorization/Acceptance**

This PRA and the underlying ITPPA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of the PRA. Execution of this PRA by both parties constitutes an addendum to the underlying ITPPA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this PRA. The parties hereby acknowledge and accept the terms and conditions of this PRA.

AGREED:

**Administrative Office of the Courts**

**Pacific District North Court**

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

**John Bell**

\_\_\_\_\_  
Name

**AOC Contracts Manager**

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



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

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

**REQUESTED MEETING DATE:**

12/09/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

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

☐ Legal

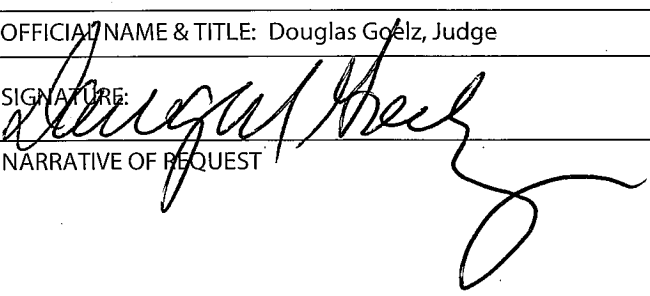
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: South District Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Douglas Goelz, Judge	PHONE / EXT: 2518
SIGNATURE: 	DATE: 11/24/2014
NARRATIVE OF REQUEST  Request for authorization to sign purchase reimbursement agreement with AOC and South District Court to purchase four desk top personal computers. Purchase will be made in 2015 and will be reimbursed by AOC.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PURCHASE REIMBURSEMENT AGREEMENT - PRA15002  
BETWEEN  
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
PACIFIC SOUTH DISTRICT COURT**

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05873  
Purchase Reimbursement Agreement (PRA) Number: PRA15002

**1. Purpose**

This PRA Number PRA15002 is executed by the Washington State Administrative Office of the Courts (AOC) and the Pacific South District Court (CUSTOMER) pursuant to the terms and conditions of ITPPA Number IAA05873. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ITPPA. This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase of 4 desktop computers, and 4 monitors.

**2. Term and Termination**

The term of the PRA is effective upon the date of execution by both parties through Friday, February 27, 2015. Termination of the PRA requires written notification to the other party. Extensions to the PRA can only be executed by the AOC, with written notification to the other party.

**3. Responsibilities**

**3.1. The AOC will:**

- 3.1.1. Provide specifications for the equipment covered by this agreement. (See Exhibit A).
- 3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the purchase of 4 desktop computers, and 4 monitors, pursuant to Subsection 3.2 below. The funding provided by AOC shall be at a maximum the amount required for the purchase of the equipment meeting the provided specifications or the actual cost, whichever is lower. Should the CUSTOMER acquire equipment that exceeds the provided specifications, the CUSTOMER shall be responsible for that portion of the acquisition costs which exceeds the reimbursable amount as referenced above.

**3.2. The CUSTOMER will:**

- 3.2.1. Purchase equipment that meets the specifications referenced above. Install and maintain the equipment purchased under this PRA, including providing network connectivity to the new equipment as needed. It is possible that a new network line may need to be installed by the CUSTOMER to provide connectivity to the equipment covered by this PRA.

3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.

3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.

3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

**4. Reimbursement Amount**

The AOC will reimburse the CUSTOMER up to \$700 for each desktop computer, and \$200 for each monitor, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

**5. Billing/Invoicing**

Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05873) and additional terms and conditions listed below.

**6. Treatment of Assets and Property**

CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

**7. Modifications/Changes**

This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

**8. Order of Precedence**

If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

**9. PRA Management**

Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

<b>AOC Program Manager:</b>	<b>Customer Program Manager:</b>
<b>Christine Winslow</b> Infrastructure Project Coordinator Administrative Office of the Courts 1206 Quince St SE PO Box 41170 Olympia, WA 98504-1170 360 705-5249 Christine.Winslow@courts.wa.gov	<b>Kim Hamilton</b> Administrator Pacific District South Court 7013 Sandridge Road Long Beach, WA 98631 360-642-9417 kim.hamilton@mail.courts.wa.gov

**10. Authorization/Acceptance**

This PRA and the underlying ITPPA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of the PRA. Execution of this PRA by both parties constitutes an addendum to the underlying ITPPA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this PRA. The parties hereby acknowledge and accept the terms and conditions of this PRA.

AGREED:

**Administrative Office of the Courts**

**Pacific District South Court**

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

**John Bell**

\_\_\_\_\_  
*Name*

**AOC Contracts Manager**

\_\_\_\_\_  
*Title*

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

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*



**REQUESTED MEETING DATE:**

12-9-2014

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, Administrative Officer	PHONE / EXT: 875-9334
SIGNATURE: <i>Kathy Spoor</i>	DATE: 12-4-2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Contract for Payment of Insurance Contributions with a General Administration employee	



**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

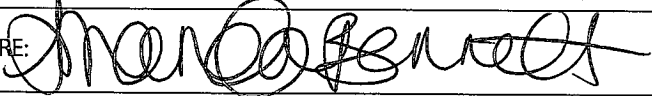
☐ Legal

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 12/3/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Agreement and Releases in regards to the Employee's Voluntary Retirement effective December 31, 2014	



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

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

**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

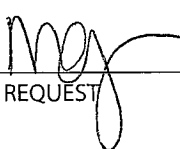
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/3/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ establishing appointments and designations to the WA Counties Risk Pool	



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

**RESOLUTION 2014- \_\_\_\_\_**

**IN THE MATTER OF CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY.**

**WHEREAS**, several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

**WHEREAS**, the Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county; that is:

- a) **Director / Alternate Director** – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county's legislative authority (*Article 8 of the Interlocal Agreement and Article 2 of the Bylaws*);
- b) **County Risk Manager** – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County (*Article 11(b) of the Interlocal Agreement*);
- c) **County Safety Officer** – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices (*Article 11(c) of the Interlocal Agreement*); and
- d) **County Claims Administrator** – each Pool member county's must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County's claims administration (*section B.6, C and E.1.b of the Pool Board of Directors' Claims Handling Policies and Procedures*);

**NOW, THEREFORE, BE IT RESOLVED** that Pacific County Board of Commissioners hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

Director: <u>Kathy Spoor</u>	County Title: <u>CAO</u>
Alternate Director: <u>Lisa Ayers</u>	Title: <u>Commissioner</u>
2 <sup>nd</sup> Alternate (optional): <u>Mark McClain</u>	Title: <u>Prosecuting Attorney</u>
Risk Manager: <u>Kathy Spoor</u>	Title: <u>CAO</u>
Safety Officer: <u>Amanda Bennett</u>	Title: <u>Confidential Secretary</u>
Claims Administrator: <u>Kathy Spoor</u>	Title: <u>CAO</u>
Claims Administrator: <u>Amanda Bennett</u>	Title: <u>Confidential Secretary</u>

**BE IT FURTHER RESOLVED** that this resolution shall become effective the 1<sup>st</sup> day of January, 2015 and shall supersede any prior conflicting action(s); and

**BE IT STILL FURTHER RESOLVED** that the clerk of this body shall forward a copy of this resolution, once completed, to the attention of Executive Director Vyrle Hill at the Washington Counties Risk Pool, 2558 RW Johnson Rd. S.W., Suite 106, Tumwater, WA 98512-6103.

**PASSED** by the Board of Pacific County Commissioners in special session at South Bend, Washington, by the following vote, then signed by its membership and attested by its Clerk in authorization of such passage the \_\_\_\_\_ day of \_\_\_\_\_, 2014:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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



December 9, 2014


## AGENDA REQUEST FORM

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

BOCC ACTION:		<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Agenda Item #: <u>22</u>	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 Management	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			<input type="checkbox"/> Legal	
<input type="checkbox"/> OTHER: _____					
DISTRIBUTION LIST:					
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court	
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer	
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt	
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.	
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other	

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Emergency Mgmt Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE: 	DATE: December 5, 2014
NARRATIVE OF REQUEST	
<p>Request the Board of County Commissioners approve the recommendation of PCEMA staff to select BOLDplanning, Inc., as the consultant to update the Pacific County Hazard Mitigation Plan, based on responses to the Request for Proposals issued in October 2014. BOLDplanning, Inc. proposal was the lowest cost proposal (\$52,400.00 - professional services, no sales tax applicable) with experience in writing/updating hazard mitigation plans. Copies of the responses and the scoring of the responses are attached for your information. The plan update is 100% grant funded through two grants.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**RCW 42.30.110**  
**Executive sessions.**

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW [41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.



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

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

**REQUESTED MEETING DATE:**

12/9/2014

## AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal


☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Franchise
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/3/2014
NARRATIVE OF REQUEST	
10am Open Public Hearing Swear in those wishing to testify/or provide information Close Hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ granting Non-Exclusive Franchise No. 2014-02 with the City of Long Beach to use county roads, rights-of-way and other county properties to construct, maintain and operate water utility in Long Beach	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO. 2014-\_\_\_\_\_

FRANCHISE NO. 2014-\_\_\_\_\_

A RESOLUTION GRANTING A NON-EXCLUSIVE FRANCHISE TO THE CITY OF  
LONG BEACH TO USE COUNTY ROADS, RIGHTS-OF-WAY AND OTHER  
COUNTY PROPERTIES WITHIN PACIFIC COUNTY, WASHINGTON

In the granting of a non-exclusive franchise to use County roads, rights-of-way and other County properties within Pacific County, the Board of Pacific County Commissioners has reviewed State statute and County policy and procedure and finds the following facts:

1. A complete application was received on November 4, 2014, from the City of Long Beach (GRANTEE) requesting a franchise to construct, maintain and operate a water utility in Long Beach.
2. RCW Chapter 36.55 provides that Pacific County has authority to grant a non-exclusive franchise on County roads, rights-of-way and other County property and stipulates requirements that must be met prior to granting a non-exclusive franchise.
3. Pacific County Ordinance No. 30A provides necessary rules for protecting the public interest and investment in facilities.
4. The Board of Pacific County Commissioners has conducted a public hearing to consider the merits of this application and to receive public comments regarding the advisability of granting a non-exclusive franchise to the applicant. The Board finds that granting the franchise is in the public interest.
5. The Board of Pacific County Commissioners has provided public notice and posting in accordance with State law.

IT IS HEREBY RESOLVED that a non-exclusive franchise is granted to the GRANTEE for a period of ten (10) years from the date of this Resolution, to construct, maintain and operate a water utility in Long Beach, further described below:

*Township 10N, Range 11W, Sections 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32, and 33*

This non-exclusive franchise is granted upon the following expressed Terms and Conditions:

1. The said GRANTEE, its successors and assigns, shall have the right to enter only upon the above described county rights of way for the purpose of constructing its facilities and for operating, maintaining, repairing and using those facilities.

2. The terms and conditions of Pacific County Ordinance No. 30A, an ordinance prescribing terms and conditions for franchise agreements granted by Pacific County, are incorporated herein by reference and made a part of this Resolution. The GRANTEE, for itself, its successors and/or assigns, expressly agrees that it will strictly comply with the requirements of this ordinance and any amendments thereto. The GRANTEE understands and acknowledges that the ordinance requires it to obtain a permit from the County Engineer before doing work under this non-exclusive franchise.
3. The GRANTEE shall submit a facility plan to the Pacific County Department of Public Works prior to beginning any work for review of all new proposed facilities exclusive of all service connections and appurtenances. Construction permits will be granted upon the determination that the facility plan complies with relevant land use requirements.
4. The GRANTEE shall commence construction work under this non-exclusive franchise only after the effective date hereof, and after first securing necessary approvals and permits from the Pacific County Department of Community Development, the Department of Public Works and any other environmental permits needed and securing a locate from other utilities in the area.
5. In accepting this Non-Exclusive Franchise Agreement, the GRANTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the GRANTEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the GRANTEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
6. The GRANTEE shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of a minimum of \$2,000,000 or greater per occurrence for the term of the FRANCHISE and in accordance with Franchise Ordinance NO. 31A. The GRANTEE must name the COUNTY as an additional insured. The GRANTEE shall provide the COUNTY a copy of the additional insured endorsements prior to construction of the water utility. The GRANTEE agrees that its general business liability insurance shall be primary and non-contributory to the COUNTY's and the GRANTEE's liability policy shall so state in the event that a claim or suit for damages is brought against both the GRANTEE and the COUNTY. Due to the term of the lease and potential inflationary costs overtime, the COUNTY has the ability to review and require an updated amount for insurance coverage. The GRANTEE shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply



Resolution No. 2014-\_\_\_\_\_

Franchise No. 2014-\_\_\_\_\_

Page 3

7. The full acceptance of this non-exclusive franchise and all its terms and conditions is a condition precedent to its taking effect, and unless the non-exclusive franchise is fully accepted by the GRANTEE in writing and filed with the Clerk of the Board of County Commissioners of Pacific County within thirty (30) days of today's date, this grant shall be null and void.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage this \_\_\_\_\_ day of \_\_\_\_\_, 2012:

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

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

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

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

## ACCEPTANCE OF FRANCHISE

On behalf of the GRANTEE, I hereby accept the terms and conditions imposed by:

- Pacific County Franchise Ordinance No. 30-A
- Resolution No. 2014-\_\_\_\_\_
- Franchise No. 2014-\_\_\_\_\_

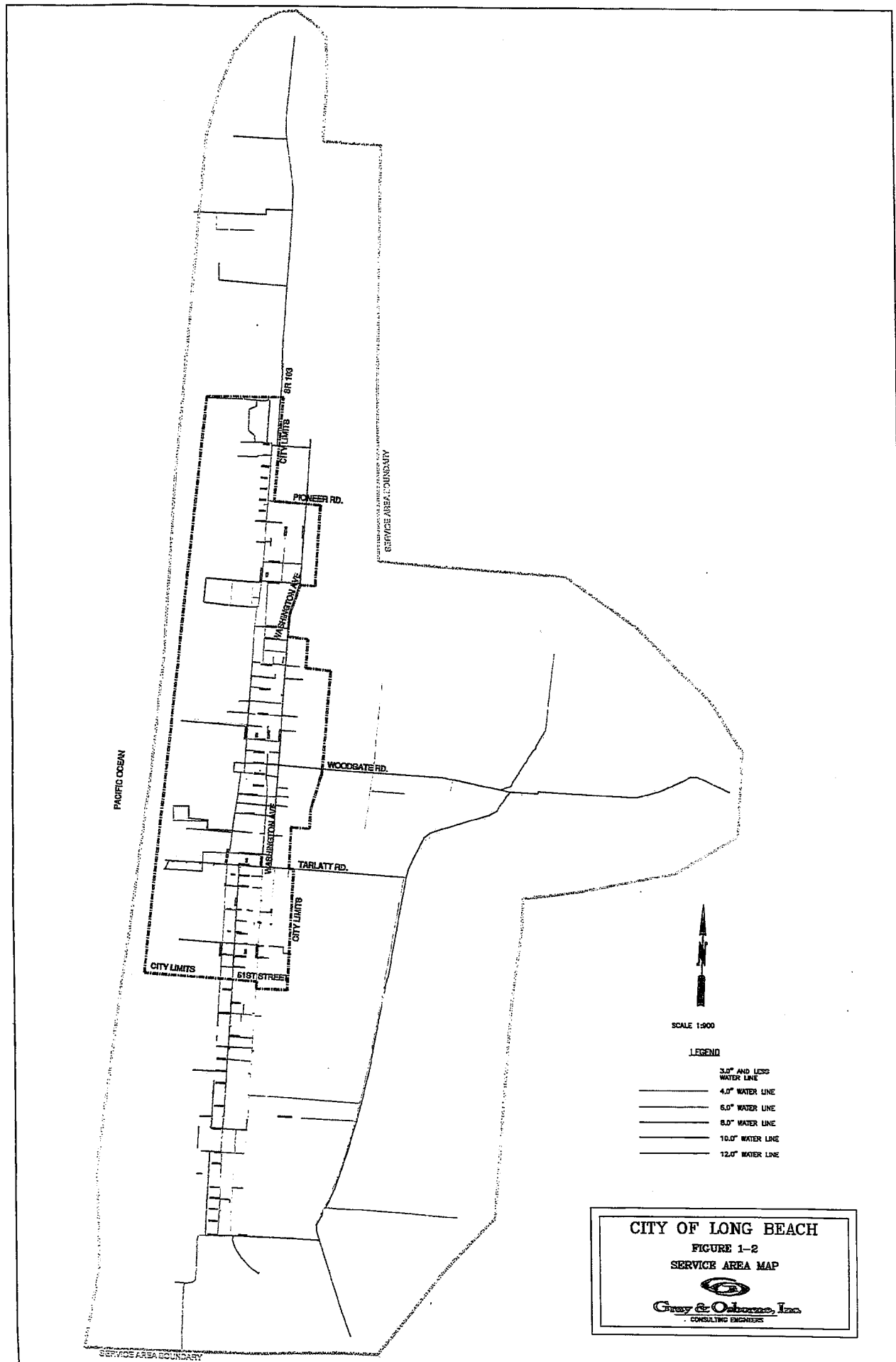
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature

City of Long Beach  
David Glasson, Finance Director  
P O Box 310  
Long Beach, WA 98631  
360/642-4421  
[administrator@longbeachwa.gov](mailto:administrator@longbeachwa.gov)

Date Acceptance received by Board of Pacific County Commissioners: \_\_\_\_\_

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



SCALE 1:500

LEGEND

- 3.0" AND LESS WATER LINE
- 4.0" WATER LINE
- 6.0" WATER LINE
- 8.0" WATER LINE
- 10.0" WATER LINE
- 12.0" WATER LINE

CITY OF LONG BEACH  
FIGURE 1-2  
SERVICE AREA MAP  
  
Gray & Osborne, Inc.  
CONSULTING ENGINEERS

APPLICATION FOR NON-EXCLUSIVE FRANCHISE

Board of Pacific County Commissioners  
PO Box 187  
South Bend, WA 98586

RE: **NON-EXCLUSIVE FRANCHISE APPLICATION**

Honorable Commissioners:

The undersigned, hereby make application with the enclosed application fee of \$400 for a non-exclusive franchise to construct, maintain and operate a Water Utility on or along the county roads, right of ways, and other County property located in the hereinafter enumerated sections. Maps showing the area are attached for your reference.

SECTION:	PORTIONS THEREOF:	TOWNSHIP:	RANGE
3,4,5,8,9,10,11 12,13,14,15,16 17,20,21,22,27 28,29,32,33,		10 N.	11 W.

The undersigned respectfully requests the Board to have posted and published, the necessary notices and schedule of public hearing on this application.

I hereby certify that I have prepared this application and that, to the best of my knowledge, the information provided is a complete, accurate and true representation. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of franchise application approval and applicable ordinances or resolutions.

I agree to provide any and all additional information required and understand that if the scope of the proposed application changes significantly during the review process, that a new application may be required.

DATED this 3rd day of November, 2014.

[Signature]  
Signature

Finance Director  
Title