

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

**9:00 AM
Tuesday, March 11, 2014**

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

ADDITIONAL 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.

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 1) Consider adoption of Resolution 2014-____ establishing fees for service

ITEMS REGARDING SHERIFF'S OFFICE

- 2) Consider adoption of Resolution 2014-____ authorizing a budget category transfer for the purchase of the apprehension dog
- 3) Consider approval of request to add Windows 7 computer due to XP issues
- 4) Consider approval of request to purchase livescan fingerprint software from Cross Match Technologies and adopt Sole Source Resolution 2014-____
- 5) Consider approval of Amendment #1 to Department of Corrections Contract No. K9566 for housing DOC offenders
- 6) Consider approval of request to purchase vehicle

ITEMS REGARDING GENERAL BUSINESS

- 7) Consider approval of Memorandum of Understanding with Teamsters Local #252 (Commissioned); 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.



REQUESTED MEETING DATE:

March 11, 2014

AGENDA REQUEST FORM

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

ADDITIONAL

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>1</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: <u>mg</u> Date: <u>3/11/2014</u>
<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 NO ACTION TAKEN/WITHDRAWN	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 checked="" 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 checked="" 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"/> Superior Court
	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Health</u>	DIVISION (if applicable): _____
OFFICIAL NAME & TITLE: <u>Mary P. Goelz, Director</u>	PHONE / EXT: <u>2644</u>
SIGNATURE:	DATE: <u>3-4-14</u>
NARRATIVE OF REQUEST	
<p>Request the Board of Commissioners approve a Resolution regarding the fees charged by the health department. This Resolution and new fee schedule would allow a slight increase in the fee for a Flu vaccine. It also updates the poverty guidelines to align with the 2014 federal poverty guidelines. We use these guidelines when assessing our sliding fee schedule.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ establishing fees for services by the Health Department	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO.2014- _____

A RESOLUTION IN THE MATTER OF SETTING FEES FOR SERVICES PERFORMED BY THE PACIFIC COUNTY PUBLIC HEALTH AND HUMAN SERVICES DEPARTMENT AND RESCINDING RESOLUTION NO. 2010-006 AND ANY AMENDMENTS THERETO.

WHEREAS, in the matter of providing services to the public and other municipal entities, the Board of Pacific County Commissioners and the Board of Health have reviewed State Statutes and County Ordinances, Resolutions, Rules, Regulations, Policies and Procedures, and;

WHEREAS, resolutions were adopted and amended setting fees for the Public Health & Human Services Department, and;

WHEREAS, the current fees charged for adult immunizations does not match the current cost of the vaccine, vaccine fees may vary depending on when purchased, and the health department has fees for other programs that are based on acquisition costs vs. a set fee; Influenza Vaccine would be an exception in our fee schedule as the Health Department charges a flat fee which includes the administration fee. For all other vaccines there is a sliding fee scale for our administration fees,

WHEREAS, there are certain items on the fee schedule that the Department no longer provides and should be removed from the fee schedule to accurately reflect the services we do provide to the public,

WHEREAS, the Director of Health & Human Services recommends that the Department (Public Health) have a schedule of fees other than what has been approved in the past; now therefore,

IT IS HEREBY RESOLVED that the attached Exhibit A (2013 Pacific County Health and Human Services Department Fee and Discount Schedule) be adopted; and,

BE IT STILL FURTHER RESOLVED that Resolution No. 2010-006 and any amendments thereto attached setting fees for Public Health and Human Services be rescinded.

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

Lisa Ayers, Chairperson

ATTEST:

Steve Rogers, Commissioner

Marie Guernsey, Clerk of the Board

Frank Wolfe, Commissioner

Exhibit A

See attached fee schedule

PACIFIC COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

FEE AND DISCOUNT SCHEDULE

Exhibit A

2014

			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
			100%	75%	50%	25%	0%
OFFICE VISIT							
New Patient	Brief	99201	0	17.50	35.00	52.50	70.00
Limited Exam	NEW	99202	0	30.00	60.00	90.00	120.00
	ESTABLISHED	99212	0	17.50	35.00	52.50	70.00
Intermediate Exam	NEW	99203	0	42.50	85.00	127.50	170.00
	ESTABLISHED	99213	0	28.75	57.50	86.25	115.00
Comprehensive*	NEW	99204	0	66.25	132.50	198.75	265.00
	ESTABLISHED	99214	0	43.75	87.50	131.25	175.00
RN Minimal Office Visit		99211	0	8.25	16.50	24.75	33.00
TAKE CHARGE-FP ONLY PATIENT VISITS- ARNP ONLY							
Comp Preventive	NEW	99384	0	45.00	90.00	135.00	180.00
Age 12-17 yrs	ESTABLISHED	99394	0	39.75	79.50	119.25	159.00
Comp Preventive-	NEW	99385	0	45.00	90.00	135.00	180.00
Age 18-39yrs	ESTABLISHED	99395	0	39.75	79.50	119.25	159.00
Comp Preventive-	NEW	99386	0	52.50	105.00	157.50	210.00
Age 40-64yrs	ESTABLISHED	99396	0	43.50	87.00	130.50	174.00
CONTRACEPTIVES**							
Birth Control Pills			0	2.25	4.50	6.75	9.00
Plan B			0	3.00	6.00	9.00	12.00
Ortho Evra Patch	Per Patch		0	3.50	7.00	10.50	14.00
Nuvaring	Per Ring		0	5.75	11.50	17.25	23.00
Dispensing Fee per Cycle	S9430		0	5.25	10.50	15.75	21.00
Vaginal Film (per film)			0	0.15	0.30	0.45	0.60
Condoms		Male	0	0.08	0.15	0.23	0.30
		Female	0	0.50	1.00	1.50	2.00
Depo-Provera			0	3.75	7.50	11.25	15.00
Injection Fee	90772		0	11.25	22.50	33.75	45.00
IUD - Copper Device	Paraguard		0	84.25	168.50	252.75	337.00
IUD	Mirena		0	125.00	250.00	375.00	500.00
Diaphragm			0	10.50	21.00	31.50	42.00
Cervical Cap			0	25.50	51.00	76.50	102.00
Cycle Beads			0	1.75	3.50	5.25	7.00

* Includes Level 1 Infertility Education and Counseling

** All contraceptive methods available either on site, by prescription, or referral

FAMILY PLANNING PROCEDURES (in addition to office call)

Fitting of Diaphragm or Cap		0	26.50	53.00	79.50	106.00	
IUD Insertion	58300	0	29.50	59.00	88.50	118.00	
IUD Removal	58301	0	41.50	83.00	124.50	166.00	
Cryotherapy-Histofreeze	17110	0	5.00	10.00	15.00	20.00	
Venipuncture		0	5.00	10.00	15.00	20.00	
Hormone Implant		0	54.00	107.00	161.00	214.00	
Hormone Removal		0	62.00	125.00	187.00	249.00	
SPECIAL PROCEDURES (in addition to office call)							
TB Skin Test - No sliding fee						10.00	
TB Chest film		0	11.25	22.50	33.75	45.00	
Hearing Screen		0	1.25	2.50	3.75	5.00	
Vision Screen		0	1.25	2.50	3.75	5.00	
HIV Pre Test		0	5.00	10.00	15.00	20.00	
HIV Post Test		0	5.00	10.00	15.00	20.00	
Flouride Varnish		0	5.00	10.00	15.00	20.00	
Dental Limited Visual Assessment		0	3.75	7.50	11.25	15.00	
LAB (in addition to office call)							
Hemoglobin		0	0.50	1.00	1.50	2.00	
UA Dipstick		0	1.25	2.50	3.75	5.00	
GC -	IPP PROJECT	0	0.00	0.00	0.00	0.00	
GC	Other	0	8.25	16.50	24.75	33.00	
Chlamydia	IPP Proj	0	0.00	0.00	0.00	0.00	
	Other	0	2.50	5.00	7.50	10.00	
Wet Mount		0	1.25	2.50	3.75	5.00	
HIV-Orasure	Acquistion Cost						
Pap		0	3.50	7.00	10.50	14.00	
Thin Prep Pap		0	4.75	9.50	14.25	19.00	
Pregnancy Test		0	1.50	3.00	4.50	6.00	
Herpes	Acquistion Cost						
VDRL	Acquistion Cost						

IMMUNIZATIONS (Adult & Non VFC eligible) NC Sliding Fee

Hep A		Acquistion Cost						per dose
Hep B		Acquistion Cost						per dose
Adult Tetnus		Acquistion Cost						
TDAP Adult		Acquistion Cost						
Gamma Globulin - based on cost		Acquistion Cost						
GARDASIL (19 and over)		Acquistion Cost						per dose
Flu		flat fee					30.00	
Pneumonia		Acquistion Cost						
Varicella - Series of 2 - over age 18		Acquistion Cost						per dose
Meningococcal		Acquistion Cost						per dose
ADULT MMR		Acquistion Cost						per dose
Children & Adult Vaccine Administration fee			0.00	3.75	7.50	11.25	15.00	
Medications (in addition to office call)								
TB:								
INH - 33 Tabs			0	1.25	2.50	3.75	5.00	
Ethambutol - 30 Tabs			0	8.75	17.50	26.25	35.00	
Rifampin - 60 Tabs			0	7.50	15.00	22.50	30.00	
PZA - 90 Tabs			0	21.25	42.50	63.75	85.00	
Vit B - 33 Tabs			0	1.25	2.50	3.75	5.00	

DISCOUNT CATEGORIES*			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
			100%	75%	50%	25%	0%
<u>FAMILY PLANNING/STD</u>							
Doxycycline		State Supplied	0				
Flagyl			0	1.25	2.50	3.75	5.00
Zithromax		State Supplied	0				
<u>SPECIAL SERVICES</u>							
Prenatal Classes			0	11.25	22.50	33.75	45.00
AIDS Certification - No sliding fee							10.00
Other Health Education Classes - no sliding fee							40.00
Copy Records....			0-30 pages 83 cents per page				
			30 or more page 63 cents per page				
<u>VITAL STATISTICS</u>							
Birth Certificate - no sliding fee		(County \$10, State \$10)					20.00
Death Certificate - no sliding fee		First copy					20.00
		Each additional copy					20.00
Mailing and handling charges							3.00

NOTES

Sliding Fees based on gross income and size of family.

Title X Services/Supplies are in red

Effective: 3/18/2014

PACIFIC COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

FEE AND DISCOUNT SCHEDULE

2014

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Flagyl			0	1.25	2.50	3.75	5.00
Zithromax	State Supplied		0				
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Prenatal Classes			0	11.25	22.50	33.75	45.00
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Mailing and handling charges							3.00

NOTES

Sliding Fees based on gross income and size of family.

Title X Services/Supplies are in red

Effective: 3/18/2014

PACIFIC COUNTY HEALTH DEPARTMENT
CONVERSION TABLE: CLIENT INCOME TO FEE/DISCOUNT CATEGORY
MAXIMUM GROSS INCOME LEVELS FOR ELIGIBILITY TO RECEIVE SUBSIDIZED SERVICES
EFFECTIVE March, 2014

FAMILY SIZE	CATEGORY A 0-100% PL	CATEGORY B 101-150% PL	CATEGORY C 151-200% PL	CATEGORY D 201-250% PL	FULL FEE 251+% PL
1					
MONTHLY	973.00	974.00	1,461.00	1,947.00	2,433.00
YEARLY	11,670.00	11,671.00	17,506.00	23,341.00	29,175.00
2					
MONTHLY	1,311.00	1,312.00	1,967.00	2,623.00	3,278.00
YEARLY	15,730.00	15,731.00	23,596.00	31,461.00	39,326.00
3					
MONTHLY	1,649.00	1,650.00	2,474.00	3,298.00	4,123.00
YEARLY	19,790.00	19,791.00	29,685.00	39,580.00	49,476.00
4					
MONTHLY	1,988.00	1,989.00	2,982.00	3,976.00	4,971.00
YEARLY	23,850.00	23,851.00	35,775.00	47,700.00	59,626.00
5					
MONTHLY	2,326.00	2,327.00	3,489.00	4,652.00	5,816.00
YEARLY	27,910.00	27,911.00	41,865.00	55,820.00	69,776.00
6					
MONTHLY	2,664.00	2,665.00	3,996.00	5,328.00	6,661.00
YEARLY	31,970.00	31,971.00	47,955.00	63,940.00	79,926.00
7					
MONTHLY	3,003.00	3,004.00	4,505.00	6,006.00	7,508.00
YEARLY	36,030.00	36,031.00	54,045.00	72,060.00	90,076.00
8					
MONTHLY	3,341.00	3,342.00	5,012.00	6,682.00	8,354.00
YEARLY	40,090.00	40,091.00	60,135.00	80,180.00	100,226.00

Updated 3-4-2014

For family units with more than 8 members, add \$4060. for each additional member. Yearly

For family units with more than 8 members, add \$338 for each additional member. Monthly

Exhibit B

<u>ADULT VACCINE CURRENT COST 2013</u>			<u>Current costs being charged 2012</u>
Hepatitis A =	\$772.00/10	\$77.20/dose	\$22.00/dose
Hepatitis B =	\$637.24/10	\$63.62/dose	\$30.00/dose
Meningococcal: \$544.57/5		\$108.91/dose	\$48.00/dose
Td =	\$245.31/10	\$24.53/dose	\$25.00/dose
Tdap =	\$ 307.76/10	\$30.78/dose	\$30.00/dose
Gardasil =	\$1554.56/10	\$155.46/dose	\$145.00/dose
Pneumonia =	\$769.93/10	\$76.99/dose	\$45.00
Varicella =	\$1081.04/10	\$108.10/dose	\$105.00/dose
MMR =	\$645.92/10	\$65.59/dose	\$59.00/dose



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:

03/11/2014

AGENDA REQUEST FORM

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

ADDITIONAL

Agenda Item #: 2

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 3/11/2014

☒ 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 checked="" 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 checked="" 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: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy	PHONE / EXT: x2293
SIGNATURE: <i>Denise Rowlett</i>	DATE: 03/06/2014
NARRATIVE OF REQUEST Request approval of a budget category transfer in the amount of \$7,000 (plus \$546.00 use tax if applicable) from operating (001.801.521.11.45) to capital (001.801.594.21.64) for the purchase of an apprehension dog.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2014-_____ authorizing a budget category transfer for the purchase of the apprehension dog	

Name of Contractor: <u>Shallow Creek Kennels, Inc.</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input checked="" type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): In 2013, a supplement for the purchase of an apprehension dog was requested and approved per resolution #2013-078 (attached). The invoice was not received until 02/25/2014 which was long after the conclusion of the 2013 budget.	
TOTAL COST/AMOUNT (include sales & use tax): \$7,000 TOTAL TAX: \$546.00 (?)	
TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 001 .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will supplemental be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No DESCRIBE MATCH:	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No AMOUNT OF MATCHING FUNDS:	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

**IN THE MATTER OF AMENDMENTS TO THE FISCAL YEAR 2014 BUDGET
BY APPROPRIATION TRANSFER**

WHEREAS, it has been brought to the attention of the Board of Pacific County Commissioners that adjustments by transfer should be made to the fiscal year 2014 budget appropriations in the funds and departments listed in Attachment A of this resolution; and

WHEREAS, sufficient appropriations exist within other budget categories to permit the necessary adjustments, as requested; now, therefore,

IT IS HEREBY RESOLVED that the transfer of budget appropriations as listed in Attachment A of this resolution is approved; and

IT IS HEREBY FURTHER RESOLVED that the Auditor be authorized to transfer the fiscal year 2014 budget appropriations as listed in Attachment A of this resolution.

PASSED by the following vote this 11th day of March, 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

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Current Expense Fund

Department Name	Amount	Transfer From:	Transfer To:
Sheriff: Law Enforcement	\$7,546.00	001.801.521.11.45	001.801.594.21.64

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2013-078

**IN THE MATTER OF SUPPLEMENTAL BUDGET(S) FOR THE
ALLOWANCE OF CERTAIN EXPENDITURES FOR FISCAL YEAR 2013**

WHEREAS, it has been brought to the attention of the Board of Pacific County Commissioners that funds have become available and a need exists to allow for the expenditures of un-appropriated funds in order to meet additional costs; and,

WHEREAS, it appears that the expenditure of such funds could not have been reasonably foreseen at the time of adoption of the fiscal year 2013 budget; and,

WHEREAS, all members have had reasonable notice of the time, place and purpose of this meeting; and,

WHEREAS, sufficient and legal notice of the meeting and the intent to adopt said supplemental budget(s) was given; and,


WHEREAS, all persons present were given an opportunity to express themselves for or against said action; now, therefore,

IT IS HEREBY RESOLVED by the Board of Pacific County Commissioners meeting in regular session, that the supplemental budget(s) be allowed and fixed as listed in Attachment A, all without further hearing or action.

PASSED by the following vote this 18th day of December, 2013 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:

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT.


BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



Lisa Ayers, Chair

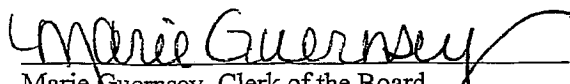


Steve Rogers, Commissioner



Frank Wolfe, Commissioner

ATTEST:



Marie Guernsey, Clerk of the Board

Revenue - Source

(001) Current Expense – Fund Balance	\$1,377,528.24
(001) Assessor State of WA DOR Grant (Current Expense)	\$176,400.00
(101) Fair – Fund Balance	\$3,000.00
(103) Law Library – Fund Balance	\$9,200.00
(125) Capital Improvements Fund – Operating Transfer from Current Expense	\$650,000.00
(126) Public Facilities Improvements – Fund Balance	\$4,000.00
(132) Sheriff: Special Investigative – Fund Balance	\$2,292.00
(197) Cumulative Reserve – Operating Transfer from Current Expense	\$550,000.00
	\$2,772,420.24

Expenditure - Use

(001) Assessor – Operating	\$176,400.00
(001) Auditor – Operating	\$1,200.00
(001) Auditor – Personnel	\$3,569.00
(001) Clerk – Operating	\$2,645.92
(001) Public Works: General Facilities – Operating	\$30,000.00
(001) Public Works: General Facilities – Personnel	\$13,500.00
(001) Interfund Support – Operating Transfer to Fund 125	\$650,000.00
(001) Interfund Support – Operating Transfer to Fund 197	\$550,000.00
(001) Sheriff: Corrections – Operating	\$36,650.00
(001) Sheriff: Corrections – Personnel	\$16,740.00
(001) Sheriff: Law Enforcement – Capital Outlays	\$7,000.00
(001) Sheriff: Law Enforcement – Operating	\$8,450.00
(001) Sheriff: Law Enforcement – Personnel	\$27,420.00
(001) Superior Court – Operating	\$9,000.00
(001) Superior Court – Personnel	\$15,075.15
(001) Treasurer – Operating	\$6,278.17
(101) Fair – Operating	\$3,000.00
(103) Law Library – Operating	\$9,200.00
(125) Capital Improvements Fund – Capital Outlays/Debt Service	\$650,000.00
(126) Public Facilities Improvements – Operating	\$4,000.00
(132) Sheriff: Special Investigative – Personnel	\$2,292.00
(197) Cumulative Reserve – Operating	\$550,000.00
	\$2,772,420.24

Name of Contractor: <u>Cross Match Technologies</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> For-Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> State <input type="checkbox"/> Federal </div> <div> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Other </div> </div>	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input checked="" type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Telecomm & Data Processing </div> <div> <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Real Property) <input checked="" type="checkbox"/> Other Services (Please Describe): </div> </div>	
To be located at: _____ Software upgrade	
Exceptions to Bidding (Please provide appropriate documentation): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Single (Sole) Source Purchase* </div> <div> <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Special Facilities/Market Conditions </div> </div> <p style="text-align: center;">*Resolution Required</p>	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: <ul style="list-style-type: none"> - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice 	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> RFP</div> <div style="width: 50%;"><input type="checkbox"/> RFQ</div> <div style="width: 50%;"><input type="checkbox"/> Franchise</div> <div style="width: 50%;"><input type="checkbox"/> Annexation</div> <div style="width: 50%;"><input type="checkbox"/> Ordinance</div> <div style="width: 50%;"><input type="checkbox"/> Resolution</div> <div style="width: 50%;"><input type="checkbox"/> Appeal</div> <div style="width: 50%;"><input type="checkbox"/> Inventory Acquisition/Disposal</div> <div style="width: 50%;"><input type="checkbox"/> Tort Claim</div> <div style="width: 50%;"><input type="checkbox"/> Call for Bids</div> <div style="width: 50%;"><input type="checkbox"/> Open Space/Timber Classification</div> <div style="width: 50%;"><input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form)</div> <div style="width: 50%;"><input type="checkbox"/> Other (please describe): _____</div> </div>	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): Pacific County has been working to eliminate all Windows XP computers as it will no longer be supported by Microsoft. By upgrading the jail livescan fingerprint computer to Windows 7 and adding it to the county network, it will eliminate the current security threat. Additionally, the system will be fully supported by Computer Services to include email (if needed), security, and general maintenance.	
TOTAL COST/AMOUNT (include sales & use tax): \$5,221.30 TOTAL TAX: \$261.30	
TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 001 .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will supplemental be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No DESCRIBE MATCH:	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No AMOUNT OF MATCHING FUNDS:	



Cross Match Technologies, Inc
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US HeadQuarters: 561 622 1650
Washington, D.C.: 703 841 6280
German Office: + 49 (0) 3641 4297
Canada: 418 692 3137
<http://www.crossmatch.com>

Quote Number: 00000946

Quote Created: 02/26/2014

Quote Expiration:

Account Manager: Stein, Mike

Phone: (619) 244-8922

Mobile: +1 619 244 8922

Fax: +1 866 729 2313

Email: mike.stein@crossmatch.com

Sales Channel: State/Local

Status: Approved

Payment Terms:

Contact: Corey Flynn

Phone: (360) 875-9396

Email: cflynn@co.pacific.wa.us

Bill To Name: Pacific County Sheriff's Office

Ship To Name: Pacific County Sheriff's Office

Bill To: 300 Memorial Dr
South Bend, WA USA

Ship To: 300 Memorial Dr
South Bend, WA
USA

Item	Product	Product Code	Quantity	Sales Price	Total Price	Price List
1	SOFTWARE, LSMS UPGRADE 500 DPI, UPGRADE TO CURRENTLY RELEASED VERSION	850026-U	1	\$600.00	\$600.00	Open Market
2	SOFTWARE, LSMS CONFIGURATION, WASHINGTON DPS	850391-024	1	\$0.00	\$0.00	Open Market
3	SOFTWARE, RELOAD, WASHINGTON	850181-224	1	\$0.00	\$0.00	Open Market
4	DEMOGRAPHIC INTERFACE, RELOAD	850448	1	\$0.00	\$0.00	Open Market
5	SOFTWARE FOR IMPORT TO WASHINGTON FROM SPILLMAN RMS/JMS DATABASE SYSTEM	853002SW-0001	1	\$0.00	\$0.00	Open Market
6	CMT ADVANTAGE MAINT, STANDARD CMT SW WITH CUSTOMIZED SW	950077	1	\$500.00	\$500.00	Open Market
7	IMPLEMENTATION, LSMS, FIRST DAY ON-SITE	930100-01	1	\$2,250.00	\$2,250.00	Open Market

Grand Total:\$3,350.00



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Notes: *Customer will provide a windows 7 computer that meets CMT's minimum required specs.*



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Quote Expiration:

STANDARD SALES TERMS AND CONDITIONS

Purchase Order

Terms of Order. Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

Prices. Prices for products and associated support services are firm fixed price (FFP). All sales are final; no refunds, credits or exchanges will be accepted. The price for the Products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

Shipment: Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. CMT shall not be liable for any delays in shipment which are caused by events beyond the control of CMT including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

Storage: Once Purchase has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute CMT's Transfer of Title form evidencing transfer of title and transfer of risk of loss from CMT to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

Title & Risk of Loss: CMT's prices are F.O.B. CMT's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in CMT's name until the full purchase price has been received by CMT. Any claim by Purchaser against CMT for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from CMT in the condition claimed. CMT shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to CMT as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by CMT, including any storage costs as discussed above.

Excusable Delays: CMT shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of CMT's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

Changes: Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to CMT. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, CMT shall notify Purchaser in writing no later than five (5) days from the date of receipt by CMT of such request from Purchaser. CMT will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

Installation and Training. If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by CMT, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If CMT cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of CMT such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at CMT's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if



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Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign CMT's Professional Services Acceptance Form acknowledging receipt of installation and training services.

Limited Warranty: CMT warrants that the products purchased (other than customized software) will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal conditions are defined within the Product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

Software License. The term "Software" refers to the Software installed on the Product, any custom software or interfaces developed by CMT for Purchaser and if applicable, CMT's Software Development Kit (SDK) software. Purchaser will be required to accept CMT's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

Product Upgrade: Product and software upgrades are not covered under the limited/enhanced warranty or the software license(s) and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

Maintenance Plan: Purchaser may purchase a CMT Maintenance Plan for the Products. CMT will provide Purchaser technical support and service, including repair, replacement, return and maintenance of the Products commencing upon the expiration of the Limited Warranty or Enhanced Limited Warranty, as applicable. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for period of years mutually agreed to by the Parties. The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation

Invoicing and Payment. CMT will invoice Purchaser for all Products (including services) within thirty (30) calendar days of shipment of the Products. If Purchaser has ordered installation and/or training services, then CMT will invoice Purchaser upon execution of the Professional Services Acceptance form. Purchaser shall pay all invoices within thirty (30) calendar days after the date of CMT's invoice. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by CMT in collecting payment will be an expense of and charged to Purchaser.

Purchaser may be required to complete a credit application. CMT reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by CMT and binding upon the Purchaser.

CMT shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. CMT shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by CMT. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against CMT if CMT's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, CMT shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by CMT, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

Indemnification. By Purchaser. Purchaser shall indemnify, defend and hold CMT and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by CMT.

By CMT. CMT hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies CMT in writing of the claim; (ii) CMT has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with CMT, at CMT's cost, in the defense or settlement of such actions. CMT's obligation under this



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Quote Number: 00000946

Quote Created: 02/26/2014

Quote Expiration:

Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in CMT's opinion is likely to become, the subject of such a claim, Purchaser will permit CMT at CMT's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CMT's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of CMT; and (2) CMT shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date).

Limitation of Liability. IN NO EVENT SHALL CMT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CMT FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

Intellectual Property and Use Limitations. The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of CMT or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by CMT, are owned by CMT and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

Compliance with Laws. Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

Entire Agreement. These terms and conditions constitute the entire agreement between CMT and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and CMT, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of CMT and Purchaser. CMT's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of CMT's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

PURCHASER ACKNOWLEDGEMENT:

By: _____

Title: _____

Name: _____

Date: _____



Cross Match Technologies, Inc
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
Washington, D.C.: 703 841 6280
German Office: + 49 (0) 3641 4297
Canada: 418 692 3137
<http://www.crossmatch.com>

Quote Number: 00000946

Quote Created: 02/26/2014

Quote Expiration:

Credit Card Authorization Services

Visa, Mastercard or American Express Only

Is this a Government wide Commercial Purchase Card? __Yes __No

By initialing this section _____, you are giving Cross Match Technologies, Inc. authorization to charge your company's credit card.

Credit Card Number _____

Expiration Date _____

SEC Code _____

Amount Authorized \$ _____

Credit Card Bill To Address _____

Credit Card State and Zip Code _____

***** Please Note: Prices may vary depending on applicable sales tax. If sales tax is over \$500.00, you will receive a revised Ccard Authorization form to approve. *****

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Cross Match Technologies, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
3950 RCA Boulevard, Suite 5001
City, state, and ZIP code
Palm Beach Gardens, FL 33410

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

6	5	-	0	6	3	7	5	4	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *John J. Jaramilla* Date ▶ *1/7/2014*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014- _____

A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF
LIVESCAN FINGERPRINT SOFTWARE FROM A "SINGLE SOURCE OF SUPPLY"
PROVIDER.

WHEREAS, the Pacific County Sheriff's Office, Corrections Division is in need of
livescan fingerprint software compatible with Windows 7 operating system; and

WHEREAS, the Pacific County Sheriff's Office requests approval to purchase livescan
fingerprint software compatible with Windows 7 operating system; and

WHEREAS, Cross Match Technologies of Washington, D.C. is the sole vendor of
software related to the operation of livescan fingerprinting, now therefore

IT IS HEREBY RESOLVED that purchase of livescan fingerprint software is clearly and
legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff's Office, Corrections
Division be authorized to purchase software in the amount of \$3,612 including sales tax
from the single source of supply provider—Cross Match Technologies and in accordance
with competitive bidding requirements (*RCW 39.04.280*).

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:

Lisa Ayers, Commissioner

Clerk of the Board

Frank Wolfe, 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:

03/11/2014

AGENDA REQUEST FORM

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

ADDITIONAL

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>5</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: <u>mg</u> Date: <u>3/11/2014</u>
<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 checked="" type="checkbox"/> OTHER: <u>Return signed original (if possible) to our office for filing</u>		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input checked="" 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 checked="" type="checkbox"/> Sheriff
		<input type="checkbox"/> PACCOM
		<input type="checkbox"/> PC Fair
		<input type="checkbox"/> Prosecutor
		<input type="checkbox"/> SDC
		<input type="checkbox"/> Superior Court
		<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: Sheriff's Office	DIVISION (if applicable): Jail
OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy	PHONE / EXT: x2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 03/06/2014
NARRATIVE OF REQUEST	
<p>Request approval of Contract No. K9566 Amendment No. 1 between Pacific County and the Department of Corrections (DOC). The amendment extends the performance period to June 30, 2016, amends the base rate for DOC offender housing, and adds language to sections 3.1 regarding target populations and 5.2 regarding PREA (Prison Rape Elimination Act) standards and compliance.</p> <p>Upon approval, please sign two original copies and return to the Sheriff's Office for the Sheriff to sign and mail to DOC. A fully executed original amendment will be returned to your office for your files.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Amendment No. 1 to Contract No. K9566 with Department of Corrections for housing DOC offenders	

Name of Contractor: <u>Department of Corrections</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Interagency Agreement</u>	
Contract/Agreement/Grant/Amendment #: <u>K9566 Amendment No. 1</u>	
Indicate type: <input checked="" type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input checked="" type="checkbox"/> Other Services (Please Describe):	
To be located at: _____ Offender Housing	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
Contract K9566 between Pacific County and the Department of Corrections was approved on 08/28/2012 and will expire June 30, 2014 (copy attached).	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:



State of Washington
Department of Corrections

Contract No. K9566
Amendment No. 1

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Pacific County, hereinafter referred to as the County, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the County.

WHEREAS the purpose of this contract amendment is to extend the period of performance, amend the base rate, and add language;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

The following sections are amended, in part, as follows:

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences upon final signature, and continues through ~~((June 30, 2014))~~ June 30, 2016, unless terminated by either party pursuant to this Agreement.

Section 3.1 Target Population. Department Offenders transferred to the County will be primarily, but not exclusively, those who are in violation of community supervision requirements, awaiting a hearing on alleged violations, parenting sentencing alternative violators and work release violators.

Section 3.11 Billing. The base rate will be eighty (\$80.00) dollars per day per Department Offender from date of execution of this contract until June 30, 2013. The base rate will increase on July 1, 2013, to eighty two dollars and forty cents (\$82.40) per offender day. Beginning July 1, 2014, the rate shall be eighty-four dollars and eighty-seven cents (\$84.87) per day. Beginning July 1, 2015 the rate shall be eighty-five (\$85.00) dollars per day, the statutory maximum, for the remainder of the contract. The County agrees to bill monthly for the actual bed days used in the preceding month. The County also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority

The following is added to Section 5.2:

Monitoring. The Department's PREA Coordinator will monitor the Contractor's compliance with PREA standards. Monitoring may include, but is not limited to site visits, access to contractor's data, and review of applicable documentation. Should the contractor fail to comply with PREA standards, the Department is authorized, following notice and a reasonable opportunity to cure, to terminate this agreement.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2013.

THIS CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

PACIFIC COUNTY SHERIFF'S OFFICE

STATE OF WASHINGTON DEPARTMENT
OF CORRECTIONS

Scott Johnson, Sheriff DATE

Bernard Warner, Secretary DATE

BOARD OF COMMISSIONERS PACIFIC
COUNTY , WASHINGTON

Steve Rogers, Chair DATE

Frank Wolfe, Commissioner DATE

Lisa Ayers, Commissioner DATE

ATTEST:

Marie Guernsey DATE
Clerk of the Board

Approved as to Form
This amendment format was approved
by the office of the Attorney General
Approval on file.

INTERAGENCY AGREEMENTPURPOSE

This Agreement is entered into by Pacific County (County) and the Department of Corrections (Department) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department Offenders in accord with the provisions of RCW 72.68.040. The Department and the County specifically find this Agreement is necessary and desirable in order to provide adequate housing and care to the Department Offenders transferred to the County

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

Article I
DEFINITIONS

Section 1.1 ADP – Average Daily Population of Department Offenders housed at the Facility.

Section 1.2 Base Rate Per Diem - The cost per day for care, housing and board of a Department Offender.

Section 1.3 County – Pacific County and its employees, contractors, vendors, and volunteers.

Section 1.4 Department or DOC – Washington State Department of Corrections.

Section 1.5 Department Offender - Any Offender under the Department's jurisdiction.

Section 1.6 DOC Utilization Management Office - The Department's medical contact that receives, reviews, and approves County extraordinary medical expense requests to provide necessary medical care to Department Offenders. During normal business hours the Nurse Desk is available at (NurseDesk@DOC1.wa.gov or 360-725-8733). After hours the Medical Duty Officer is available at 360-725-8728.

Section 1.7 Extraordinary Medical Care - Medically necessary care that is not commonly available through the Facility Health Services and incurs additional cost.

Section 1.8 Extraordinary medical expense - Medical expenses beyond the medical expense included in the Base Rate Per Diem for in Facility care of Department Offenders.

Section 1.9 Facility – The County operated correctional Facility for the housing of adult Offenders.

Section 1.10 Formulary Medications - Medications described in the DOC Pharmaceutical Management and Formulary Manual. The formulary can be viewed at: <http://doc.wa.gov/business/healthcareproviders/default.asp>.

Section 1.11 In-Facility care - Medical care provided to Department Offenders as a part of the Base Rate Per Diem to include over-the-counter medications, routine medical/mental health/dental care, regular medical screening, and emergent medical treatment, identical to

services provided to other County inmates.

Section 1.12 Inmate - Any resident of the Facility that is not a Department Offender.

Section 1.13 Licensed Practitioner - Any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

Section 1.14 Medicaid - Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

Section 1.15 Medically Necessary Care - Medical care that meets one or more of the following criteria for a given patient at a given time:

- Section 1.15.1** Is essential to life or preservation of limb, OR
- Section 1.15.2** Reduces intractable pain, OR
- Section 1.15.3** Prevents significant deterioration of activities of daily living (ADLs), OR
- Section 1.15.4** Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR
- Section 1.15.5** Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR
- Section 1.15.6** Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR
- Section 1.15.7** Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR
- Section 1.15.8** From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice).
- Section 1.15.9** Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and
- Section 1.15.10** Not administered solely for the convenience of the Offender or the health care provider.

Section 1.16 Offender Day – an Offender Day is any day a Department Offender is in the custody of the County including the first day the Offender is delivered to the County. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Department. An Offender Day shall not include any day that is by state law the financial responsibility of the County or any other jurisdiction.

Section 1.17 Offender Health Plan - The Department's Offender Health Plan (OHP) describes the medically necessary medical care, mental health, and dental care services available to

Department Offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of services to Department Offenders. The OHP can be reviewed at <http://doc.wa.gov/family/Offenderlife/docs/OffenderHealthPlan.pdf>.

Section 1.17.1 The Department under the OHP and consistent with RCW 70.48.130(2), does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse the County for elective or experimental medical procedures. The Department shall not be responsible for the payment of or for medical care required as a result of any tort committed by the County, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department Offenders, or for care which could have foreseeably been prevented.

Section 1.18 Secretary – the Secretary of the Department of Corrections or his or her designee.

Article II TERM OF THE AGREEMENT

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences upon final signature, and continues through June 30, 2014, unless terminated by either party pursuant to this Agreement.

Section 2.2 Termination. This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party. Not later than 60 days after the receipt or delivery of a termination notice, the Department agrees to take physical custody of Department Offenders confined at the Facility pursuant to this Agreement. Both parties agree to waive the written notice requirement if either party in its sole discretion, determines there is an immediate threat to public safety, health, or welfare that requires termination. Both parties agree to provide verbal and written notice of the termination as soon as possible in such cases.

Section 2.3 Termination Due to Non-Appropriation of Funds. The terms of this Agreement are contingent upon sufficient appropriations by the Washington State Legislature to the Department to pay sums pursuant to this Agreement. If the Legislature does not allocate sufficient appropriations, this agreement shall terminate immediately without penalty and without the sixty (60) day notice period. The Department is responsible for the County services provided to Department Offenders prior to termination and removal of Department Offenders.

Article III RESPONSIBILITIES

Section 3.1 Target Population. Department Offenders transferred to the County will be primarily, but not exclusively, those who are in violation of community supervision requirements, awaiting a hearing on alleged violations, and work release violators.

Section 3.2 Offender Housing. The County agrees to confine and supervise Department Offenders Facility pursuant to this Agreement. Department Offenders may be integrated with the County's inmate population, as allowed by law, regulation, or ordinance. Placement of Department Offenders in the Facility may occur at any time after the beginning of the term of this Agreement, pursuant to Section 3.03, below.

Section 3.3 Transportation of Department Offenders

Section 3.3.1 The Department agrees to provide or arrange for transportation of its Offenders to and from the Pacific County Facility except when the transportation is determined by Facility staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Facility, in which case the County shall provide such transportation.

Section 3.3.2 The County agrees to assist, when possible, in the transportation of Department Offenders to and from other facilities in surrounding counties, to include placing Department Offenders on County transportation during regularly-scheduled trips.

Section 3.3.3 County Transport Costs. The Department agrees to reimburse the County for all reasonable costs incurred by the County for its transports of Department Offenders requested by the Department, unless the Department Offender is transported by the County during the County's regularly scheduled trip.

Section 3.3.4 Department Transportation to Department Facilities. The Department agrees to provide the County a minimum of 24 hours written notice prior to transporting a Department Offender from the County Facility. The Department shall be responsible for the transportation of Department Offenders to and from Department facilities.

Section 3.4 Return of Department Offenders.

Section 3.4.1 Return of Department Offenders to Department. The Department may demand that a Department Offender be returned to Department custody at any time. These Offender returns will be at the Department's expense unless the Department Offender is transported by the County during a County's regularly scheduled trip to the scheduled location.

Section 3.4.2 County's Return of Department Offenders. The County may request to return a Department Offender to the Department, at any time. The Department agrees to accept custody as soon as possible but not later than 7 days after receiving the County's request. If the County requests the Department Offender's return, and the Department cannot meet the County's timeframe, then the County may transport the Offender to the nearest Department designated location.

Section 3.4.3 Court's Return of Department Offenders. If a Court with competent jurisdiction orders a Department Offender be returned to the Department, then the Department agrees to accept custody as soon as possible, but not later than three (3) days after receiving notice. The Department shall be responsible for the Department Offender's transportation to the nearest suitable Department designated location, unless the Offender can be transported by the County during the County's regularly-scheduled trip.

Section 3.5 Return of Department Offender to the Community. The County shall complete a national "Wants and Warrants" check and agrees to notify the Department, and any interested jurisdiction, of the Department Offender's pending release at least seven (7) business days and not later than 24 hours prior to a Department Offender's release to the community due to the Offender's completion of a sanction or sentence. The Department Offender may be released directly from the Facility.

Section 3.6 Jurisdiction. Department Offenders placed in County custody are under the jurisdiction of the Department, however upon the Offender's placement at the Facility, the Department authorizes the County to assume custody. The Department agrees to provide the County with documentation of the County's authority to detain the Offender. The County agrees to notify the Department immediately, if and when non-department holds are placed on, closed or removed from Department Offenders.

Section 3.6.1 Upon transfer of the Offender to any other Facility, the County agrees to provide a copy of the authorization to hold the Offender on the Department's behalf.

Section 3.7 Public Records. Both parties agree to comply with Washington State's Public Records Act, RCW 42.56.040 through 42.56.570 (act). The act requires each party to make available for inspection and copying nonexempt "public records." A "public record" includes any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the party in accord with RCW 42.56.070(1).

Section 3.8 Medical Care. It is the intent of the parties that Department Offenders in the County's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan.

Section 3.8.1 County Responsibilities

3.8.1.1 The County agrees to provide Department Offenders in facility care identical to the care provided to County inmates. The County agrees to provide Department Offenders twenty-four (24) hour access to emergent medical care. The County agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department Offenders taken to out of facility, in-county emergent and non-emergent medical appointments.

3.8.1.2 The County agrees to obtain pre-authorization through the Department's Utilization Management Office for all health care beyond what is normally provided to County inmates; under this Agreement. In an emergency, when pre-authorization is not feasible, the County agrees to notify the Department, as soon as possible, but not later than 4 hours after transporting the Department Offender to the nearest emergency room or other medical facility and before any hospital admission.

3.8.1.3 The County agrees to be financially responsible for all unauthorized, non-emergent and non-medically necessary health care provided to Department Offenders.

Section 3.8.2 Department Responsibilities:

3.8.2.1 The Department agrees to be financially responsible for pre-authorized extraordinary medical care provided by the County to Department Offenders that is consistent with this Agreement, the OHP and the Department's prescription formulary.

3.8.2.2 The Department agrees to reimburse the County for emergency medical costs incurred by a Department Offender under the conditions of this Agreement. Emergency medical care costs may include a facility fee, physician services, labs and x-rays. The Department is not obligated to reimburse the County for medical care or treatment provided to a Department Offender without the Department's pre- authorization, or in an emergency within the agreed timeframe specified in paragraph 3.8.1.2.

3.8.2.3 The Department may, at its option, request the return of a Department Offender for medical reasons. The Department's financial responsibilities under this agreement terminate when the Department takes custody of the Offender or when the Department's hold or detainer is no longer valid, whichever is earliest.

3.8.2.4 The Department at its sole discretion may provide Department Offenders prescription medications or, reimburse the County for prescription medications it provides as long as the County provided prescription medications are consistent with the Offender Health Plan and Formulary. Non-Formulary medications must be pre-authorized by the Department's Utilization Management Office. The County may require Department Offenders to submit co-pay for medications.

Section 3.8.3 Safe Transfer of Care

3.8.3.1 The County agrees to consult with a registered nurse at the receiving facility and/or the Department's Utilization Management Office prior to transferring a Department Offender for medical reasons. The County also agrees to consult telephonically with the medical or correctional facility receiving the Offender and agrees to transport with the Offender, any applicable: medical records, and current care instructions, an appropriately labeled 5-day supply of the Offender's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

3.8.3.2 If the County transfers a Department Offender to any other facility, the County agrees to provide a copy of the Department's authorization to hold the Offender to the receiving facility.

3.8.3.3 The Department agrees to transport with the Offender, any applicable: medical records, and current care instructions, an appropriately labeled 5-day supply of the Offender's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the Offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

Section 3.8.4 Medical Care Utilization Review: The County agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders. The County agrees that any and all of its medical service contracts will include authorization for Department concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department Offenders.

Section 3.8.5 Medical Billing: County costs incurred for Department Offender medical care not included in the Base Rate Per Diem will be reimbursed by the Department consistent with this Agreement. The County agrees to bill the Department monthly, itemized medical bills should be sent electronically to: DOCHQMedicalRAB@DOC1.WA.GOV. The itemized reimbursement claims must contain the Offender's name and DOC number, attached supporting documentation of the service provided that includes; the date of service, the name of the Practitioner that ordered the service, details of the service/item(s) provided, the prescriptions(s) provided, the facility(s) that provided the service(s). The County agrees to submit itemized billing statements electronically to the Department for reimbursement and data collection purposes.

The County also agrees to submit itemized bills for medical services as soon as possible but in no event later than six (6) months after the date of service.

Section 3.9 Notification of Release Date. The Department agrees to calculate Department Offender's release date and notify, when possible, the Offender of his/her release date. The Department also agrees to notify the County, in writing, of the Department Offender's release date. The County will not release Department Offenders prior to the Department calculated release date. The County also agrees to notify the Department if a Department Offender receives additional confinement or holds from a non-Department jurisdiction(s). The Department will not be responsible for any per diem or medical costs beyond the release date provided to the County. Should the Department Offender be given any other sanction or sentence that is to be run consecutive to the Department's sanction, the Department's sanction time will run before said consecutive local time.

Section 3.10 Agreement Coordinator. Each party agrees to identify a coordinator who is responsible for administering the Agreement on behalf of that party. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the other party in writing of the alternate contact person during the coordinator's absence.

Section 3.11 Billing. The base rate will be eighty (\$80.00) dollars per day per Department Offender from date of execution of this contract until June 30, 2013. The base rate will increase on July 1, 2013, to eighty two dollars and forty cents (\$82.40) per offender day for the remainder of the contract. The County agrees to bill monthly for the actual bed days used in the preceding month. The County also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority.

Section 3.12 Use of Facilities. The County agrees to provide Department staff and officers suitable facilities for conducting Department Offender hearings and reviews, Monday through Friday during normal business hours, and at other times upon written notice. The room provided must have sufficient space to safely and efficiently conduct Department hearings and reviews. Sufficient space means that the room provided must be of a size sufficient to accommodate at

least three people and must be equipped with overhead lighting, at least one electrical power/outlet, a desk, three chairs, and a working telephone with a line able to dial phone numbers outside the Facility. Where possible the County agrees to provide a means for contacting County staff during the hearing; if a "panic button," or other method is not available, the County agrees to ensure Offenders remain restrained during Department hearings and reviews.

Section 3.13 Inspections. The County agrees to allow the Department and its agents to inspect and audit the County's Facility(s) with or without advance notice. The inspection/audit may include, but is not limited to: reviewing expense reports, interviewing Department Offenders and reviewing Department Offender medical records.

Section 3.14 Offender Programs. Department Offenders will have the same access to programs provided to inmates housed in the Facility. Should the Department elect to provide additional programs for its Offenders, at its expense, the County agrees to provide workspace to conduct those programs, provided that such space is available and not being used by the County.

Section 3.15 Orientation. Upon a Department Offender's arrival at a County Facility, the County agrees to fingerprint, conduct an NCIC check and provide an orientation for the Offender as if the Offender were a County inmate. This orientation must include the County Facility's: 1) Requirements for work; 2) Facility rules and disciplinary procedures; 3) Medical care availability; and 4) Visitation rules. The Department will advise Department Offenders of the requirement to follow the rules of the County Facility.

Section 3.16 Clothing.

Section 3.16.1 The County agrees to launder, repair, and replace County-issued clothing during the Department Offender's incarceration at the Facility to ensure clean clothes. The County also agrees to issue a minimum of one (1) set of clothing to each Department Offender upon admission and clean clothing and bedding will be issued to the Department Offender on a weekly basis thereafter.

Section 3.16.2 The County agrees to provide work clothing and equipment appropriate to the Offender's assignment, as if they were County inmates.

Section 3.16.3 The County agrees to furnish Department Offenders with climate appropriate outerwear-comparable to that provided to County inmates.

Section 3.16.4 The County agrees to provide Department Offenders returned to the Department from the County Facility shall have the allotted amount of Offender clothing authorized by the Department.

Section 3.17 Transferable Items. The County agrees to provide the Department with a list of allowable items that may be transferred with a Department Offender.

Section 3.18 Compensation for Work. The County agrees to provide Department Offenders who participate in County employment the same reimbursement, if any, as County inmates performing similar work.

Section 3.19 Discipline. The County may discipline Department Offenders in accordance

with the County's rules and disciplinary procedures. The County agrees to notify the Department as soon as possible but not later than 72 hours after disciplining a Department Offender whose conduct resulted in the Offender receiving County discipline or a referral for charges. In such cases, the Department reserves the right to determine if the Offender's misconduct should also be addressed through the Department's violation and hearing processes. The County reserves the right to refer a Department Offender's misconduct for new charges and the right to move Department Offenders to more secure housing within the Facility consistent with the County's policies, procedures and prudent Facility management practices. The County may require the Department to retake any Offender whose behavior requires segregated or protective housing pursuant to this Agreement. The Department may request a Department Offender be returned to the Department if the Offender's behavior or health requires segregated or protective housing pursuant to this Agreement.

Section 3.20 Facility Operations. The County agrees to manage Department Offenders consistent with the management of County inmates and in accordance with the law. The County agrees to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, inmates, and Department Offenders and to reasonably carry out the provisions of this Agreement.

Section 3.21 Religious Opportunity. The County agrees to provide Department Offenders the same space and opportunity for religious services as provided to County inmates.

Section 3.22 Telephone. The County agrees to provide Department Offenders access to telephone services consistent with telephone services provided to County inmates.

Section 3.23 Commissary and Mail. The County agrees to provide Department Offenders commissary and mail services consistent with commissary and mail services provided to County inmates.

Section 3.24 Offender Funds. The County agrees to administer Department Offender funds consistent with the fund administration provided to County inmates. If, by mutual agreement, the County agrees to house Department Offenders that are non-violators, the County then agrees to administer Department Offender funds to include the appropriate accounting process to accommodate statutorily mandated deductions.

Section 3.25 Visitation. The County agrees to provide Department Offenders visitation opportunities consistent with those that are provided to County inmates.

Section 3.26 Grievance Procedures. The County agrees to handle initial Department Offender grievances consistent with the County's grievance procedures. The Department agrees to handle appeals or additional reviews of Department Offender grievances.

Section 3.27 Access to Courts. County agrees to provide Department Offenders in County custody under this agreement meaningful access to the courts through: (a) the use of court appointed attorneys to satisfy their Sixth Amendment right to counsel, (b) access to contracted attorneys provided by the Department, or (c) access to legal resource materials at the County Facility. The County also agrees to provide the Offender opportunity to access legal materials at the Facility or his/her attorney in accordance with security and operating needs and consistent with access granted to County inmates.

Section 3.28 Death of an Offender. The County agrees to immediately notify the Agreement

Coordinator telephonically of any Department Offender's death. The County also agrees that the Offender's death shall be reviewed by the coroner of the local jurisdiction pursuant County policies and procedures. The County also agrees to provide the Department certified copies of the Department Offender's death certificate, autopsy report, file and medical records.

Section 3.29 Escape of an Offender. The County agrees to immediately notify the Agreement Coordinator telephonically if a Department Offender escapes. The County also agrees to immediately notify all local law enforcement agencies.

Article IV COUNTY EMPLOYEES

Section 4.1 Independent Contractor. Each party agrees to perform its duties hereunder as an independent contractor and not as an employee. Neither the County nor any agent or employee of the County shall be deemed to be an agent or employee of the Department. Neither the Department nor any agent or employee of the Department shall be deemed to be an agent or employee of the County. The County agrees to pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the County nor the Department shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.

Section 4.2 Personnel. The County agrees to retain sufficient personnel to deliver twenty-four (24) hour care and supervision to Department Offenders, consistent with County policy and law, as well as administrative and support service personnel for the overall operation of the Facility. Prior to employment at the Facility, the County agrees to subject all applicants to a thorough background check.

Section 4.3 Training. Each Party agrees to train their employees in accordance with its policies and the law. Each Party also agrees to be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees incurred in connection with the training.

Article V PREA - CUSTODIAL AND SEXUAL MISCONDUCT

Section 5.1 This agreement provision shall apply to any person having direct unsupervised contact with Offenders under Department of Corrections (DOC) jurisdiction. This includes, but is not limited to, the County and its employees, all contractors and their employees, vendors and their employees, and volunteers, hereinafter referred to as Contractor in this Article V, only. Electronic access to the documents cited in Section 5.2, below is available from the DOC Agreement Coordinator.

Section 5.2 In the performance of services under this Agreement, Contractors shall comply with all federal and state laws and Department policies regarding sexual misconduct, including, but not limited to, the Prison Rape Elimination Act of 2003 (PREA); RCW 72.09.225, Sexual misconduct by state employees, contractors; RCW 9A.44.010, Definitions; RCW 9A.44.160 Custodial sexual misconduct in the first degree; RCW 9A.44.170, Custodial sexual misconduct in the second degree; DOC 490.800, Prevention and Reporting of Sexual Misconduct; DOC 490.850, Response to Investigation of Sexual Misconduct, and DOC 610.025, Sexual Abuse,

Sexual Assault, and Staff Sexual Misconduct. The Department's PREA Coordinator shall monitor the Contractor's compliance with PREA standards.

Section 5.3 Definitions

Section 5.3.1 Sexual Misconduct includes, but is not limited to, Offender-on-Offender sexual assault, sexual abuse, and consensual sex acts. It also includes Custodial Sexual Misconduct, Custodial Misconduct of a Sexual Nature, and Sexual Harassment as defined below.

Section 5.3.2 Custodial Sexual Misconduct includes, but is not limited to, the following acts directed toward any Offender and performed by Department staff, Contractors, or any other person having direct contact with Offenders under DOC jurisdiction:

- Section 5.3.2.1** Sexual intercourse shall include (a) vaginal intercourse, anal intercourse, and oral intercourse as well as the penetration of an Offender's vagina or anus with an object, when such penetration is not performed for the purpose of providing medical care or is not authorized by Department or County policy for the purpose of maintaining security, or (b) allowing an Offender to engage in sexual intercourse, as defined above, with any Contractor.
- Section 5.3.2.2** Without a legitimate penological purpose, intentionally physically touching, either directly or through clothing, the genitalia, anus, groin, thighs, or buttocks of an Offender or the breasts of a female Offender.
- Section 5.3.2.3** Without a legitimate penological purpose, compelling or permitting an Offender to touch, either directly or through clothing the genitalia, breasts, or buttocks of a Contractor.
- Section 5.3.2.4** Kissing an Offender, or allowing oneself to be kissed by an Offender, (this does not include an uninvited surprise kiss by an Offender).
- Section 5.3.2.5** Knowingly exposing one's genitals, breasts, or buttocks to an Offender.
- Section 5.3.2.6** Observing without legitimate penological purpose an Offender's partially or fully naked body or an Offender engaging in a sexual act with him/herself or another Offender (not to include inadvertent or unavoidable observation).
- Section 5.3.2.7** Making threats, bribes, or acts of coercion toward an Offender for the purpose of causing an Offender to engage in any of the acts prohibited in this section.
- Section 5.3.2.8** Taking one or more substantial steps toward engaging in or performing any of the acts prohibited in this section.
- Section 5.3.2.9** Helping another person perform any of the acts prohibited in this

section by acting or failing to act to aid in the commission of such act, with the knowledge that the action or inaction will promote or facilitate the prohibited act.

Section 5.4 Custodial Misconduct of a Sexual Nature includes but is not limited to:

Section 5.4.1 Contractor-on-Offender sexual harassment; inappropriate relationships; exchange of personal information or items of financial or sentimental value; threatening, intimidating, coercing, or using abusive language towards an Offender for other than legitimate corrections purposes; cross gender pat searches; and

Section 5.4.2 Failing to report suspected or known sexual misconduct or other acts prohibited by this Agreement provision; and discouraging, preventing, or otherwise interfering with good faith reporting of sexual misconduct where an Offender is the alleged victim.

Section 5.5 Sexual Harassment includes, but is not limited to:

Section 5.5.1 Making comments about an Offender's body intended to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desire of any person present; and

Section 5.5.2 Making other gender-based sexually oriented or demeaning statements or gestures.

Section 5.6 Contractor Requirements include, but are not limited to:

Section 5.6.1 Adhering to the DOC zero tolerance standard for sexual misconduct, whether or not consensual.

Section 5.6.2 Maintaining boundaries and professionalism at work and when in direct contact with Offenders.

Section 5.6.3 Ensuring that all Contractors, who have unsupervised access to Department Offenders, have PREA/Sexual Misconduct training that includes:

Section 5.6.3.1 Department policies on Prevention and Reporting of Sexual Misconduct, DOC 490.800 and Response to Investigation of Sexual Misconduct, DOC 490.850;

Section 5.6.3.2 The meaning of Department jurisdiction;

Section 5.6.3.3 The prohibitions against engaging in behaviors described in Section 5.3, Definitions, above;

Section 5.6.3.4 Signs of sexual misconduct in both victims and predators;

Section 5.6.3.5 Reporting requirements and investigation procedures for suspected or known instances of sexual misconduct;

Section 5.6.3.6 The resources available to Offender/victims of sexual misconduct;

Section 5.6.3.7 The confidentiality requirements associated with assisting Offender/victims; and

Section 5.6.3.8 The consequences of failing to conform to all requirements of this Section, which include, but are not limited to:

Section 5.6.3.8.1 Removal of person(s) from proximity to Offenders;

Section 5.6.3.8.2 Removal of person(s) from working for the County;

Section 5.6.3.8.3 Termination of this Agreement;

Section 5.6.3.8.4 Criminal and/or civil prosecution;

Section 5.6.3.8.5 Liability for damages to the Offender/victim.

Article VI
INDEMNIFICATION

Section 6.1 The County agrees to indemnify and hold harmless the Department and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, employees, vendors and volunteers or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Department, the County agrees to defend the same at its sole cost and expense; provided, that, the Department retains the right to participate in said suit if any principle of governmental or public law is involved. Said participation shall not compromise the ability of the County to settle the suit if it deems that course advisable. If final judgment be rendered against the Department, its officers, agents, and employees, or any of them, or jointly against the Department and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

Section 6.2 The Department agrees to indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Department, its officers, agents, and employees, or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Department agrees to defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved. Said participation shall not compromise the ability of the "Department" to settle the suit if it deems that course advisable. If final judgment is rendered against the County, its officers, agents, and employees, or any of them, or jointly against the County and the Department and their respective officers, agents, and employees, or any of them, the Department agrees to satisfy the same.

Section 6.3 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Department from any liability or responsibility, which arises in whole or in part from the existence or effect of Department rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability

and/or validity of any such Department rule or regulation is at issue, the Department agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the Department, the County, or both, the Department shall satisfy the same, including all chargeable costs and attorney's fees.

Section 6.4 In executing this Agreement, the Department does not assume liability or responsibility for or in any way release the County from any liability or responsibility, which arises in whole or in part from the existence or effect of County rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County rule or regulation is at issue, the County agrees to defend the same at its sole expense and if judgment is entered or damages are awarded against the County, the Department, or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

Article VII MISCELLANEOUS

Section 7.1 Existing State Law. This Agreement shall not be construed to alter the legal responsibilities of the County or the Department with regard to the legal and fiscal responsibility for confinement, care, and treatment of Department Offenders under state law.

Section 7.2 Disputes. Disputes between the parties may be submitted to arbitration if the parties are unable to resolve any disputes arising hereunder through conference. No disputes may be submitted to arbitration without the agreement of both parties. Nothing in this section is intended to limit either party access to any and all courts of law of this state or country.

Section 7.3 Equal Employment Opportunity. The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

Section 7.4 Invalidity and Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are several and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby.

Section 7.5 Jurisdiction and Venue. The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to the performance or interpretation of this Agreement shall be in the Superior Court in Thurston County, Washington.


Section 7.6 Scope of Agreement. This Agreement and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 7.7 Compliance with Applicable Laws. The parties agree at all times during the performance of their obligations of this Agreement, to strictly adhere to all applicable federal and

state laws and regulations.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the County of Pacific.

PACIFIC COUNTY
SHERIFF'S OFFICE


Scott Johnson, Sheriff

9-6-12
DATE

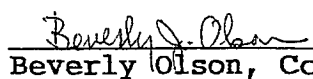
STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS



Bernard Warner, Secretary

9/10/12
DATE

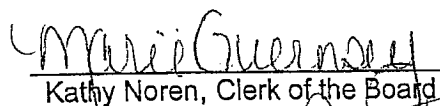
BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON


Lisa Ayers, Chair


Beverly Olson, Commissioner


Norman "Bud" Cuffel, Commissioner

ATTEST:


Kathy Noren, Clerk of the Board

8/28/12
DATE

Approved as to Form Only:
Timothy Lang, Assistant Attorney
General on February 8, 2012



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:

03/11/2014

AGENDA REQUEST FORM

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

Agenda Item #: **6**

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 3/11/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☒ OTHER: Not to exceed \$4,000

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 checked="" 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: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy

PHONE / EXT: x2293

SIGNATURE: Denise Rowlett

DATE: 03/06/2014

NARRATIVE OF REQUEST

Request approval to spend up to \$4,000 to purchase a vehicle

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

Approve the purchase of a vehicle in an amount not to exceed \$4,000, subject to adequate budget appropriations



REQUESTED MEETING DATE:

3-11-14

AGENDA REQUEST FORM

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

ADDITIONAL

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>7</u>
Initial: <u>mg</u> Date: <u>3/11/2014</u>		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<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 checked="" 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"/> Other	
<input type="checkbox"/> Vegetation Mgmt		
<input type="checkbox"/> WSU Coop. Ext.		

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 3-6-14
NARRATIVE OF REQUEST Attached for your consideration is a memorandum of understanding with Teamsters Local 252-Commissioned Officers. This MOU is to adopt the tentative agreements reached with the Union, effective January 1, 2014. We have reached tentative agreement on all language, term of the agreement, and wages. We were not able to reach agreement on health benefit contribution. The PERC mediator is certifying we have reached impasse on this issue and will be submitting this to interest arbitration. I am recommending signing this MOU. We would like to get the COLA in place. Calculating retroactive pay is a big task for both the Sheriff's office and the Auditor's office. The fewer the number of months we have to deal with retroactive calculations the more efficient the processing. In addition, we would like the commissioned group to get their cost of living adjustment. At this point we have no idea how long it may be before we have a hearing and decision related to the health benefit contribution. The COLA for this group for the three year period is; 2014-2%, 2015-2% and 2016 90% CPI-U June-June Bremerton-Tacoma-Kitsap with a min of 1% and maximum of 3%. I would like to publicly thank Ryan Tully for his professionalism and assistance in coming to agreement on the language changes and wage adjustments. for this group.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve the MOU with Teamsters Local #252 and authorize the Chair to sign. This will require a budget supplement to cover the wage increase.	

MEMORANDUM OF UNDERSTANDING

Whereas, Teamsters Local Union #252 represented by Secretary-Treasurer Darren L. O'Neil and Pacific County represented by Kathy Spoor, Chief Administrative Officer, have engaged in collective bargaining as the designated representatives of the parties:

Whereas, the parties have reached tentative agreements on all contractual issues except Health and Welfare co-insurance rates, which the parties and a PERC mediator concur that over that issue the parties are at impasse, and:

Whereas, as the parties are subject to interest arbitration under current Washington State Law and the issue of Health and Welfare co-insurance rates shall be subject to a hearing for resolution of that issue, and:

Whereas, the County and the Union concur that it is in the best interest of both parties to put into effect those contractual changes which have been agreed to by the parties and as such will not be subject to the future interest arbitration hearing.

It is therefore agreed that:

With an effective date of January 1, 2014 the parties agree to abide by all previous tentative agreements and shall rely upon the "Post Mediation CBA Draft" as the interim collective bargaining agreement. This draft is attached to this MOU as an exhibit.

Furthermore, upon issuance of a decision by the Arbitrator the parties shall execute a full and final agreement in accordance with applicable statute(s).

Executed this _____ day of March, 2014.

**CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN, AND HELPERS
UNION LOCAL NO. 252**

**PACIFIC COUNTY
Pacific County, Washington**

Darren L. O'Neil, Secretary-Treasurer

Steve Rogers, Chair
Board of County Commissioners