

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

**Regular Meeting
Tuesday, June 10, 2014
9:00AM or shortly thereafter as possible**

AGENDA

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

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

Call to Order

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

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

CONSENT AGENDA (A)

- A) Rainbow Valley Landfill Claim Vouchers:
 - Dragon Analytical Laboratory- \$3,249.00
 - PUD No. 2- \$78.79
 - Royal Heights Transfer Station, Inc. - \$5,072.76
 - City of Raymond- \$3,250.00
 - Broadband Environmental Services- \$750.00

ADJOURMENT

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.

2014-18

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

DRAGON ANALYTICAL LABORATORY

2818 MADRONA BEACH RD. NW

OLYMPIA, WA 98502

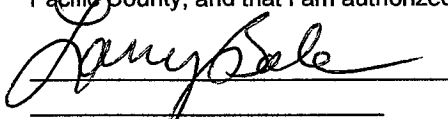
Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
140326-03	4/5/14	WATER QUALITY TESTING	660	000	537	10	41	\$ 3249.00

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


 Signature

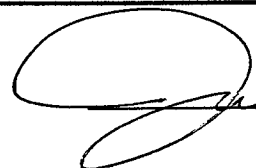
____ PRES. _____
 Title

5/29/14
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development

Date

 June 2, 14

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

 Chairman, Pacific County Board of Health

 Date

2014-19

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

PUD NO. 2
 P.O. BOX 472
 RAYMOND, WA 98577

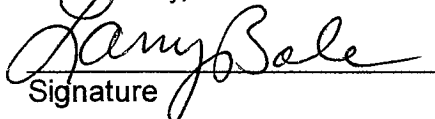
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	5/23/14	UTILITIES	660	000	537	10	41	\$ 78.79

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


PRES.
5/29/14
 Signature Title Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development


 Date

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

 Chairman, Pacific County Board of Health

 Date

2014-20

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

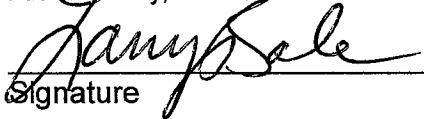
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4710	6/2/14	LEACHATE TRANSPORTATION	660	000	537	10	41	\$ 5072.16

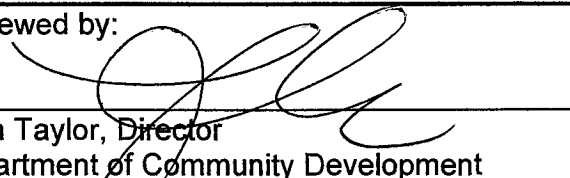
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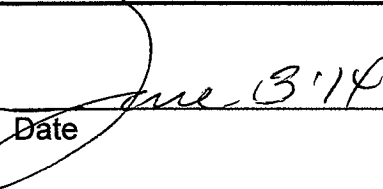

 Signature

PRES.
 Title

6/3/14
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development


 Date

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

 Chairman, Pacific County Board of Health

 Date

2014-21

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

CITY OF RAYMOND

230 2ND STREET

RAYMOND, WA 98577

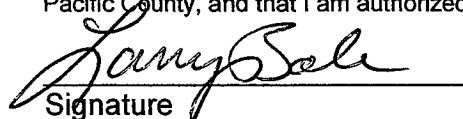
Vendor #	Date
Reference No. 2	Purchase Order Number

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3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	5/20/14	LEACHATE TREATMENT	660	000	537	10	41	\$ 3250.00


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

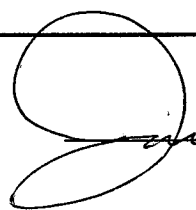

Signature

PRES.
Title

6/3/14
Date

Reviewed by.


Faith Taylor, Director
Department of Community Development

 3/14
Date

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

Chairman, Pacific County Board of Health

Date

2014-22

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

BROADBAND ENVIRONMENTAL SERVICES

1125 N. 13TH ST. APT. D-13

SHELTON, WA 98584

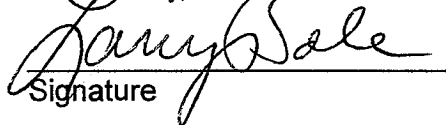
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
414	5/7/14	WATER QUALITY SAMPLING	660	000	537	10	41	750.00

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


 Signature

PRES.
 Title

5/29/14
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development

June 4 '14
 Date

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

 Chairman, Pacific County Board of Health

 Date

RECEIVED
 PACIFIC COUNTY

JUN 05 2014

CLEARING ADMINISTRATION
 BOARD OF COMMISSIONERS

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

**Tuesday, June 10th, 2014
9:00AM or shortly thereafter**

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

AGENDA

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

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

- 11:00 AM Eden payroll module demo
- 12:00 PM Elected Officials Meeting
- 1:30 PM Workshop re: County Travel Policy
- 6:00 PM Community Forum- Timberland Regional Library, Naselle

Call to Order

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

CONSENT AGENDA (Items 1-6)

General Business

- 1) Approve payroll for May 2014; total number of employees: 192;
Total Payroll Amount: \$744,909.21
- 2) Confirm Letter of Intent to WA State Association Counties Letter for
Composition of Regional Service Area pursuant to Second Substitute Senate
Bill 6312
- 3) Confirm Business License Application for the purpose of hiring minors for
temporary employment
- 4) Approve Vendor Claims:
Warrants Numbered 122389 thru 122512 for \$232,828.48
- 5) Acknowledge receipt of claim number 2014-05-003 and approve to pay for
claim of damages

Sheriff

- 6) Approve Amendment #2 to Contract K9566 revising the Prison Rape
Elimination Act provisions

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of the Local Agency Agreement and the Local Agency Federal Aid Project Prospectus for the Sandridge Road Resurfacing Project funded through the Surface Transportation Program; Authorize Chair to sign
- 8) Consider award of the Courthouse Annex roof repair to John Lupo Construction in the amount of \$4,800.00
- 9) Consider awarding the Call for Bids for the Sandridge Road Improvement Project to _____
- 10) Accept the resignation of Joshua Sedy effective June 12, 2014; Authorize advertising to fill vacant Administrative Assistant II position
- 11) Consider to approve renewed lease agreement with U.S. Coast Guard for their facility use at Holy Cross site

ITEMS REGARDING FAIR

- 12) Consider to adopt Resolution 2014-_____ in the matter of adopting a policy for the public use of the horse arena at the Pacific County Fairgrounds

ITEMS REGARDING COMMUNITY DEVELOPMENT

- 13) Consider to adopt Resolution 2014-_____ establishing a bank account with a petty cash fund of \$250 for acceptance of fee payments via credit cards
- 14) Consider to hire Joshua Medina, Randy Heckard Jr and Allison Williams for the 2014 litter crew effective June 16th to August 14th
- 15) Consider approval of budget appropriation transfers from operating to capital within the Community Development budget
- 16) Consider approval for announcing a Request for Proposal to prepare a Draft and Final Shoreline Master Program for Pacific County
- 17) Consider approval of the Shoreline Master Program Planning committee as recommended by the Department of Community Development

ITEMS REGARDING HEALTH

- 18) Consider approval of proposal by Ed Mund to provide training materials and a course presentation for the Medical Reserve Corp Orientation scheduled for June 24, 2014
- 19) Consider approval to authorize and enroll in Office Ally for billing and insurance services
- 20) Consider approval to advertise a Request for Qualifications to assist in performing a Community Health Needs Assessment in regards to create a county wide Community Health Improvement Plan

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ITEMS REGARDING SHERIFF'S OFFICE

- 21) Consider approval of Memorandum of Understanding between Washington Service Corps and Pacific County regarding the 2014-2015 AmeriCorps placement; Authorize Chair to sign
- 22) Consider approval of purchasing software for updating computer aided dispatch maps and map databases in the amount of \$6,489.56 after taxes;
- 23) Consider to adopt Resolution 2014-_____ recognizing and authorizing purchase of computer-aided-dispatch interface software modules and installation from "single source of supply" provider
- 24) Consider to adopt Resolution 2014-_____ recognizing and authorizing purchase of internet protocol radio interface and installation from a "single source of supply" provider
- 25) Consider approval of the contract for Boarding Prisoners between Pacific County Sheriff's Office and the cities of Long Beach, Raymond and South Bend
- 26) Consider approval of Memorandum of Understanding with Teamsters Local 252 Commissioned Officers providing 16 hours per month at time and one half minimum wage for care, training, grooming and maintenance activities associated with the care of K9s effective July 1, 2014

ITEMS REGARDING PROSECUTOR'S OFFICE

- 27) Accept the resignation of Zoe Sowa effective June 3, 2014 and confirm the lateral transfer of Josh Sedy from Department of Public works to the Prosecutor's Office as Legal Assistant I, Grade 9 in accordance with Local Union 367C effective June 13, 2014

ITEMS REGARDING VEGETATION MANAGEMENT

- 28) Consider approval of request to hire Dakota Phillips, Spartina Field Crew I effective July 1, 2014

ITEMS REGARDING AUDITOR'S OFFICE

- 29) Accept the resignation of Tracey Deckert effective June 13, 2014; Authorize to advertise for the vacant Administrative Assistant I position

ITEMS REGARDING BOARDS & COMMISSIONS

- 30) Consider the appointment of Laurie Bowman to fill the vacant position of "Involved in Activity-User" on the Lodging Tax Advisory Committee effective immediately

ITEMS REGARDING GENERAL BUSINESS

- 31) Consider approval to increase Amanda Bennett to 1.0 FTE effective June 1, 2014 with a 0.2 FTE as Civil Service Administrative Assistant

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- 32) Consider to approve Consent Lease Agreement with Westcoast Hardwoods, LLC; Authorize Chair to sign
- 33) Consider to adopt Resolution 2014-_____ amending Section 4.5 of the County's Personnel Policies and Procedures
- 34) Consider approval of Determination of Exemption form for Chinook Water District's CDBG Planning Only Grant; Authorize Chair to sign

EXECUTIVE SESSION

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

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COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: MAY, YEAR OF 2014

TOTAL EMPLOYEES: 192

TOTAL PAYROLL: \$ 744,909.21

RECEIVED
PACIFIC COUNTY

MAY 29 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this __10th__ day of JUNE 2014

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board



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

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

REQUESTED MEETING DATE:

6/10/2014

AGENDA REQUEST FORM

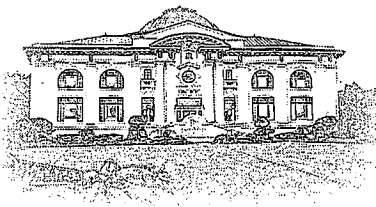
[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

BOCC ACTION:		Agenda Item #: <u>2</u>	
<input checked="" type="checkbox"/> Confirmed <input checked="" type="checkbox"/> XXXX		Initial: <u>mg</u> Date: <u>6/10/2014</u>	
<input type="checkbox"/> DENIED			
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> DEFERRED TO: _____	
<input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____		Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Risk Management	
		<input type="checkbox"/> Legal	
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> 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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <u>mg</u>	DATE: 5/28/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm Letter of Intent to WA State Association Counties Letter for Composition of Regional Service Area pursuant to Second Substitute Senate Bill 6312	



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

May 27, 2014

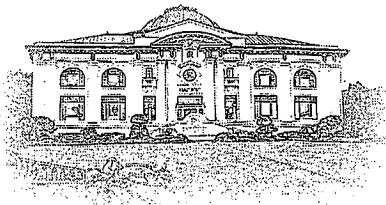
Eric Johnson, Executive Director
WA State Association of Counties
206 Tenth Avenue SE
Olympia, WA 98501

RE: Letter of Intent/Proposal of Composition of Regional Service Area pursuant to SSSB 6312

Dear Mr. Johnson,

Please be advised that on May 27, 2014 the Board of County Commissioners for Pacific County adopted a motion requesting that the WA State Association of Counties submit to the WA Behavioral Task Force a proposal for the creation of a Regional Services Area to be composed of Cowlitz, Grays Harbor, Lewis, Pacific, and Wahkiakum Counties. We request that WSAC take this proposal to the Task Force as part of the process authorized by Section 2(2) (a)-(c) of SSB 6312, namely:

- a) *Include a sufficient number of Medicaid lives to support full financial risk managed care contract for services included in contract with the department or the health care authority.* The proposed 5-county Regional Service Area have combined population of approximately 277,720 and have between 75,000 and 95,000 Medicaid covered lives. All of the counties in the proposed Regional Service Area have participated in full financial risk management through membership in Grays Harbor RSN, Timberlands RSN and Southwest RSN; in the 18 years since the creation of regional support networks, the counties have never experienced any difficulty meeting the risk reserve requirements of the Department of Social and Health Services. The existing RSN risk reserves would be available to the proposed Regional Service Area.
- b) *Include full counties that are contiguous with one another.* The proposed 5-county Regional Service Area meets this criterion.



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

May 27, 2014

Page 2

- c) *Reject natural medical and behavioral health service patterns and shared clinical, health care service, behavioral health crisis response resources.* The counties included in the proposed Regional Service Area have a history of working together. The RSNs currently in the 5-county area have in place a number of collaborative agreements for sharing resources and maximizing cost-effective delivery of services to clients. Representatives of the RSNs and counties in the proposed Regional Service Area have already engaged in preliminary planning and have identified many ways in which the sharing of resources can be enhanced in an enlarged Regional Service Area. The proposed Regional Service Area would have a rural focus and would be well positioned to meet the unique behavioral health care needs of a rural population. Within the 5-county area, there are existing provider networks that would not be disrupted through the creation of the proposed Regional Service Area. Should the proposed Regional Service Area be approved by the Department of Social and Health Services and the Health Care Authority, it is the intent of Pacific County to enter into an interlocal agreement to form a behavioral health organization meeting the requirements of Section 5 of Second Substitute Senate Bill 6312, prior to April 1, 2016.

We appreciate your consideration of our request to put forward the proposal to create a Regional Service Area as outlined in this letter. Should you or your staff have any questions or concerns regarding this proposal, please contact Commissioner Frank Wolfe at 360/875-9337.

Thank you.

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, 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:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: ☒ **Confirmed** ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☒ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☒ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <u>mg</u>	DATE: 5/28/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm Business License Application for the purpose of hiring minors for temporary employment	

**COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS**

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, June 10, 2014, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

122389 thru 122512 \$ 232,828.48

Warrants Dated: May 30, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

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:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/201

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☒ Other Risk

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 360-875-9334 ext 3334

SIGNATURE: Amanda Bennett

DATE: 6/3/2014

NARRATIVE OF REQUEST

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

Acknowledge receipt of claim number 2014-05-003 and approve to pay for claim of damages



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:

06/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☒ OTHER: Original is being forwarded for mailing; please return original to our office for filing.

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☒ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☒ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

DIVISION (if applicable): Jail

OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy

PHONE / EXT: x2293

SIGNATURE: Denise Rowlett

DATE: 06/10/2014

NARRATIVE OF REQUEST

Request BOCC approve & sign Amendment #2 to Contract #K9566 between DOC and Pacific County. The amendment revises the Prison Rape Elimination Act (PREA) provisions of the contract. A signed, scanned copy should be returned to me to forward to DOC for signature. If a signed original is needed, please forward the original for mailing.

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

Approve Amendment #2 to Contract K9566 revising the Prison Rape Elimination Act provisions



State of Washington
Department of Corrections

Contract No. K9566
Amendment No. 2

This Amendment to the above referenced Contract Number is made the Department of Corrections, an agency of the state of Washington, hereinafter referred to as "Department", and the Pacific County, a political subdivision of the state of Washington, hereinafter referred to as the County or the Contractor, for the purposes set forth herein.

WHEREAS the Department and the County have made oral and/or written agreements regarding the responsibilities and compliance requirements under PREA and the Department's policies regarding custodial and sexual misconduct; and

WHEREAS the Parties want to make current and clarify those responsibilities and requirements;

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:

SECTION 1 -

1.1 Article V - PREA - CUSTODIAL AND SEXUAL MISCONDUCT, of the above referenced DOC Contract Number, and any written amendment to that Article mutually agreed to by the Parties are replaced by Article V - PREA - CUSTODIAL AND SEXUAL MISCONDUCT, as set forth in Section 2 of this Amendment. The effective date of the replacement language is upon execution by the parties.

1.2 Article V - PREA - CUSTODIAL AND SEXUAL MISCONDUCT

A. Compliance

- a. The Contractor agrees to ensure that all of the contractor's employee's, vendors and volunteers (hereinafter Contractor) that have contact with Department of Corrections (DOC) offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - i. The Prison Rape Elimination Act of 2003 (PREA);
 - ii. The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - iii. Zero tolerance toward all forms of sexual abuse and sexual harassment.

B. Monitoring

- a. Contractor agrees to provide to the Department documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.
- b. Monitoring may include, but is not limited to:
 - i. Site visits,
 - ii. Access to facility data, and
 - iii. Review of applicable documentation.

C. The Department may terminate this Contract:

- a. Should the Contractor fail to provide documentation that demonstrates that the Contractor is actively and effectively working toward and is making substantive progress toward achieving compliance or
- b. Should Contractor fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

D. The Department will terminate this Contract:

- a. Should Contractor elect to discontinue pursuit of PREA compliance or

- b. Should Contractor be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames or
- c. Should Contractor be found to be in egregious violation of PREA.

SECTION 2 - AMENDED RIGHTS AND OBLGATIONS

All rights and obligations of the parties shall be subject to and governed by terms and conditions of this Amendment and the other terms and conditions of the original Contract instrument, as may be previously amended remain in full force and effect.

The effective date of this amendment is upon execution by the parties.

SECTION 3 - COUNTERPARTS

This Amendment is executed in duplicate originals and each duplicate shall be deemed an original copy of the Amendment signed by each party, for all purposes.

SECTION 4 - ENTIRE AGREEMENT

This Amendment consisting of 2 pages represents all the full understanding and representations agreed upon by the parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the Department and the County have signed this Amendment.

PACIFIC COUNTY
SHERIFF'S OFFICE

STATE OF WASHINGTON DEPARTMENT OF
CORRECTIONS



Scott Johnson, Sheriff

DATE

Gary Banning

DATE

Contracts Administrator

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

DATE

Frank Wolfe, Commissioner

DATE

Lisa Ayers, Commissioner

DATE

ATTEST:

Marie Guernsey

, Clerk of the Board

DATE

Approved by the Office of the Attorney General.
Approval on file.



REQUESTED MEETING DATE:

June 10, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ Legal

☒ OTHER: Authorize Chair to sign

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☒ DPW

☐ PACCOM

☐ Superior Court

☒ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer

PHONE / EXT: 3368

SIGNATURE: Michael Collins

DATE: 5-27-14

NARRATIVE OF REQUEST

Attached for your review and execution is the Local Agency Agreement (5 pages) and the Local Agency Federal Aid Project Prospectus (3 pages) for the Sandridge Road Resurfacing Project MP 7.00 (155th Street) to MP 8.30 (180th Place). The project is funded through the Surface Transportation Program.

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

Approve the Local Agency Agreement and the Local Agency Federal Aid Project Prospectus for the Sandridge Road Resurfacing Project funded through the Surface Transportation Program; Authorize Chair to sign

Local Agency Agreement

Agency County of Pacific
 Address Po Box 66
South Bend, WA 98586

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Sandridge Rd Resurfacing Project Length 1.30 Miles
 Termini MP 7.00 (155th St) to 8.30 (180th Pl)

Description of Work

Pavement repairs, placement of prelevel & wearing courses of HMA, traffic control & roadway striping

Proposed Advertisement Date:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 86.5 % Federal Aid Participation Ratio for PE	a. Agency	27,000.00	3,645.00	23,355.00
	b. Other			
	c. Other			
	d. State	3,000.00	405.00	2,595.00
	e. Total PE Cost Estimate (a+b+c+d)	30,000.00	4,050.00	25,950.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction % Federal Aid Participation Ratio for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	30,000.00	4,050.00	25,950.00

Agency Official

Washington State Department of Transportation

By _____

By _____

Title _____

Director of Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- ☐ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 360, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Prefix	Route	()
Federal Aid Project Number		
Local Agency Project Number	1638	(WSDOT Use Only)
Date		
DUNS Number	084604016	
Federal Employer Tax ID Number	91-6001356	

Agency County of Pacific	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Sandridge Rd Resurfacing	Start Latitude N 46.4138 End Latitude N 46.4327	Start Longitude W 124.0220 End Longitude W 124.0217
Project Termini From - To 155th St 180th PI	Nearest City Name Long Beach	Project Zip Code (+ 4) 98631
From To 7.00 8.30	Length of Project 1.30	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 025	County Number Pacific
Congressional District 3	Legislative Districts 19	WSDOT Region Southwest Region
		Urban Area Number CWCOG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$30,000	\$4,050	\$25,950	6/2014
R/W				
Const.	\$650,000	\$87,750	\$562,250	8/2014
Total	\$680,000	\$91,800	\$588,200	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 12	Number of Lanes 2
The existing Sandridge Rd has distresses	

Description of Proposed Work

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

Pavement Repairs, Placement of prelevel & Wearing courses of HMA, traffic control & Roadway striping

Local Agency Contact Person Michael W Collins	Title Director of Public Works/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
By _____		Zip Code 98586
Project Prospectus Approval		Approving Authority
Title Director/County Engineer		Date _____

Agency County of Pacific	Project Title Sandridge Rd Resurfacing	Date
-----------------------------	---	------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input checked="" type="checkbox"/> 3-R	12	2
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	45	
Design Speed	45	
Existing ADT	2794	
Design Year ADT	2015	
Design Year	2014	
Design Hourly Volume (DHV)	420	

Performance of Work

Preliminary Engineering Will Be Performed By	Others %	Agency 100 %
Construction Will Be Performed By	Contract 100 %	Agency %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
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Environmental Considerations

The Project work is considered exempt in accordance with WAC 173-420-110 - exempt projects (1) safety, preservation.

Agency County of Pacific	Project Title Sandridge Rd Resurfacing	Date
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

No utilities will be relocated.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

The Sandridge Road Improvement Project MP 7.00 (155th St) to MP 8.30 (180th Pl) will include repair to existing asphalt, installation of a prelevel lift followed by a wearing course lift of hot mix asphalt. All work is anticipated to be contained within the roadway prism.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency County of Pacific - Board of County Commissioners

Date _____

By _____
Mayor/Chairperson



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:

June 10th 2014

AGENDA REQUEST FORM

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

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: 8	Initial: <i>mg</i>	Date: 6/10/2014
<input checked="" type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Review: <input type="checkbox"/> Clerk of the Board		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> Risk Management		
<input type="checkbox"/> DEFERRED TO: _____		<input type="checkbox"/> Legal		
<input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____				
<input checked="" type="checkbox"/> OTHER: \$4,800, not including WA State Sales Tax				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 5-20-14
NARRATIVE OF REQUEST	
Dept of Public Works would like to award John Lupo Construction Inc for the amount of \$4,800 plus tax for the Courthouse Annex roof Repair. Three bids were obtained and are attached.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Award the Courthouse Annex roof repair to John Lupo Construction, Inc in the amount of \$4,800.00; subject to adequate budget appropriations	

Facility And Fleet

John Lupo Construction, Inc.
411 E State St., PO Box 1926
Aberdeen WA 98520
JOHNLCI099NL

COMMENTS
Courthouse Annex Roof Coating

PROPOSAL SUBMITTED TO:			WORK TO BE PERFORMED AT: Same		
NAME Randy Wilson					
ADDRESS 1216 West Robert Bush Drive					
CITY South Bend, WA 98586					
TELEPHONE 360-208-4328					
DATE 4-15-2014	DATE OF PLANS	START WORK TBA	PROPOSAL # 0038714	PAGE #	OF PAGE

Field Inspection Notes:


Existing roof is a torch down with a coating. The roof looks to be in excellent shape. Being that the building is near the water as well as a main thoroughfare, there is a considerable amount of dust and debris on the roof, which inhibits the new coating's ability to properly adhere. We propose pressure washing the roof to remove all debris and provide a clean surface for adhesion. I noted a few locations that could be potential leaks in the future; these areas will be patched with SBS mastic and web; then coated over.

Labor and Material:

Pressure wash entire roof and clean out all gutters. Repair suspect areas in roof at curbs and two pipes. Coat entire roof with Henry 120 Premium Aluminum Roof Coating. Clean up and remove all debris. All wages determined to be at Washington State prevailing rate for Pacific County. Work will be performed either following business hours during the week or on Saturday/Sunday. 5 year workmanship warranty provided upon completion.

Cost: \$4,800 plus taxes

If customer accepts this proposal, then customer agrees that venue for any action arising out of the collection and/or enforcement of this agreement shall be in the County of Grays Harbor, State of Washington. Customer agrees to pay any and all expenses incurred by JLCI (including fees for legal services and costs of every kind) to collect, defend, or assert the right of JLCI to obtain the payment of expenses, finance charges, and indebtedness relating to this agreement.

PROPOSAL		ACCEPTANCE	
SUM: As specified above.		COMPANY:	
PAYMENT AS FOLLOWS: 50% down payment upon signing. Balance upon completion per terms		DATE OF ACCEPTANCE:	
AUTHORIZING SIGNATURE: 		AUTHORIZED SIGNATURE:	
Renewal (Initials)	Date of Renewal / /		
TELEPHONE 360 533 8422	FAX 360 533 1279	EMAIL johnlupo@johnlupo.com	
NOTE: THIS PROPOSAL IS WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS, BUT MAY BE RENEWED AT THE SOLE DISCRETION OF JLCI BY ACKNOWLEDGING RENEWAL IN THE METHOD SET ABOVE			
TERMS NET 30 DAYS, ALL INVOICES PAST 30 DAYS WILL BE CHARGED 1.5% PER MONTH INTEREST			



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:

June 10, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ Legal

☒ OTHER: Award to Lakeside Industries

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☒ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: <i>6-03-14</i>
NARRATIVE OF REQUEST Bids for the Sandridge Road Improvement Project MP 5.76 (Cranberry Road) to MP 7.00 (155th Street) will be opened Friday, June 6th at 10:00 A.M. by the Clerk of the Board. Award of the project to the successful bidder will follow on Tuesday, June 10th. Attached are two contracts for execution. The Business License/Debarment will be checked, the bid tabulation sheet prepared and the Award Letter will be completed following bid opening.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Award the Call for Bids for the Sandridge Road Improvement Project to Subject to adequate budget appropriations	

Contract

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between Pacific County, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

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

Article 1 - Work

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

SANDRIDGE ROAD RESURFACE PROJECT MP 5.76 TO MP 6.76

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

Article 2 - Contract Time

2.1 The Work of the Contract shall be physically completed and ready for final payment within thirty (30) working days from the date of the Notice to Proceed, and the Contract Time continues to run as specified in the Standard Specifications. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.

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

Article 3-Contract Price

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

Article 4-Payment Procedures

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

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

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

Article 5-Contractor's Representations

CONTRACTOR makes the following representations:

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

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

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

Article 6-Contract Documents

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

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

- 6.7 Performance and Construction Payment Bonds, attached as Exhibit E.
- 6.8 2014 Standard Specifications for Road, Bridge, and Municipal Construction, as published by W.S.D.O.T.
- 6.9 Certificates of Insurance, attached as Exhibit F.
- 6.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

- 6.11 There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in the Special Provisions.

Article 7-Indemnification

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

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

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

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

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

Article 8-Assignment

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

Article 9 - Binding Effect

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

Article 10 – Severability

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

Article 11 - Venue

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

Article 12 - Entire And Complete Agreement

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

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

Executed by the Contractor on this _____ day of _____, _____.

Contractor

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

Company

Chairperson

Title

Commissioner

Address

Commissioner

City, State, Zip Code

Approved As To Form:

Attest:

Clerk of the Board

[illegible]



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:

June 10th 2014

AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☒ OTHER: Acknowledged Josh Sedy's lateral transfer; authorized advertising to fill vacant position
in accordance with Local 367C CBA

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <u>Michael Collins</u>	DATE: <u>6-04-14</u>
NARRATIVE OF REQUEST	
<p>Please accept the resignation for Joshua Sedy, as of June 12th 2014. Department of Public Works would like permission to advertise within 367C Union, then advertise outside the union if needed, to hire and fill the vacant Administrative Assistant II position.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Accept the resignation of Joshua Sedy effective June 12, 2014; Authorize advertising to fill vacant Administration Assistant II position	



REQUESTED MEETING DATE:

June 10 2014

AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ Legal

☒ OTHER: Please return signed original to our office for filing

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nickolas Milton, Assistant Telecom Engineer	PHONE / EXT: 3444
SIGNATURE: <u>Nickolas Milton</u>	DATE: 6/5/2014
NARRATIVE OF REQUEST	
<p>Attached for the Board's consideration is renewed lease agreement with U.S. Coast Guard for their facility use at Holy Cross site. This agreement is for one year, with the option to renew for four successive one year terms, at a rate of \$14,694. This represents a 2% increase from the previous agreement which was also year to year terms.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve renewed lease agreement with U.S. Coast Guard for their facility use at Holy Cross site; Subject to adequate budget appropriations</p>	

GENERAL CLAUSES
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over \$100,000.)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (Applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (Applicable to leases over \$500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)

INITIALS: _____ & _____
LESSOR GOVERNMENT

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

U. S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE May 02, 2014	LEASE NO. HSCG89-14
-------------------------------	------------------------

PURPOSE. Pursuant to specific Congressional appropriations and 14 U.S.C. 92(f), the statutory authority, the parties understand that the sole purpose of this lease is to secure for the United States a lease for use of and access to Holy Cross Communication site near South Bend, Washington to maintain uninterrupted search and rescue communication equipment.

THEREFORE THIS LEASE, made and entered into this date by and between **Pacific County, Department of Public Works**, whose address is **P.O. Box 66, South Bend, Washington 98586**, and whose interest in the property hereinafter described is that of owner ("LESSOR"), and the Commanding Officer, U.S. Coast Guard SILC, Product Line Division, Portfolio Management Branch, Oakland, California, on behalf of the **UNITED STATES OF AMERICA**, hereinafter called the ("Government:"), for the consideration hereinafter mentioned.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. Lessor hereby leases to the Government the following described premises:

The premises are located at: Latitude: 46.695278 Longitude: -123.7725

Space in Lessor's Building for two 19-inch racks, shelf space for base station, approximately 12 sqft of wall and cabinet space for communication equipment, further described in Paragraph 7.

Space on the tower for three parabolic grid microwave grid antennas and a whip antenna.

To be used for: Holy Cross Communication Site

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on October 1, 2014 through September 30, 2015 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$14,694, in arrears ("Rent"), provided appropriations are granted by Congress. For each subsequent year of the Initial Term and for each year of any succeeding term(s), as applicable, the annual rent shall be increased by two percent (2%) over the annual rent for the immediately preceding year, provided appropriations are granted by Congress. Rent for less than one (1) year shall be prorated. Electronic (ACH) Rent payments shall be made payable to Lessor.

Accounting Data: 2/S/501/113/30/0/24/71113/2329 \$14,694 (Fiscal Year 2015)

4. The Government may terminate this lease at any time by giving at least thirty (30) days' notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following term: four (4), one (1) year successive renewal terms, provided notice is given in writing to the Lessor at lease thirty (30) days before the end of the original lease and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government the following:
 - a. The right of ingress and egress over the adjacent property of the Lessor for the Government, its contractors or other duly authorized representatives, necessary or convenient for the maintenance, repair operation and replacement of Government equipment located on its leased premises.
 - b. Electrical Power as follows:
 - 1) 48 VDC floated on batteries with sufficient energy to provide a minimum of 24-hour reserve backup

-
- power to each rack.
 - 2) 115 VAC to base station.
 - 3) Power is to be backed up by an on-site generator.

c. Security:

- 1) Site security will be provided by an intrusion alarm to Pacific County Sheriff Department.
- 2) The outer perimeter gate will be locked with a chain and multiple locks.
- 3) A key box will be provided inside with a Government provided combination lock.

d. The Lessor shall notify the Government, in writing, within thirty (30) days of any:

- 1) Transfer of ownership of the described premises.
- 2) Change of payment or mailing address for ACH payments

7. EQUIPMENT AND FREQUENCIES: Government will install, operate, maintain, replace (in kind) the following equipment at the site:

a. Equipment:

Two (2) 19-inch equipment racks.

One (1) microwave radio TX-8.055GHz RX-8.235 GHz Harris Constellation 7.

One (1) microwave radio TX-7.185GHz RX-7.635 GHz Harris Constellation 7.

One (1) microwave radio TX-5.8A GHz RX-5.8A GHz Proxim Lynx, HD.

One (1) VHF base station TX.RX channels 12, 16, 21, 29, 23, 81 Motorola.

One (1) 6 foot solid microwave antenna at 115-foot tower elevation.

One (1) 10 foot solid microwave antenna at 85-foot tower elevation.

One (1) 6 foot solid microwave antenna at 110-foot tower elevation.

One (1) VHF whip antenna.

One (1) 6-foot solid microwave antenna at the 105-foot tower elevation.

b. Site Connections with Frequencies

	<u>Transmit Frequency</u>	<u>Received Frequency</u>
South Mountain	8.055 GHz	8.235 GHz
Radar Ridge/Naselle	7.185 GHz	7.635 GHz
Coast Guard Station Grays Harbor	2.4 GHz A Channels	2.4 GHz A Channels

8. The following are attached and made a part hereof:

- a. The General Clauses (GSA form 3517A as amended) – Amendment "A"
- b. Area Map Exhibit "A"
- c. Tower Diagram Exhibit "B"

9. SUCCESSORS BOUND: The Lease shall bind, and insure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

10. SUBLETTING/ASSIGNMENT: Government may not sublet or assign lease premises to without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

11. ENVIRONMENTAL PROTECTION: The Government is limited by Federal Law as to the assumption of liability for its acts or omissions. Within its legal limitations and appropriations, the Government agrees to the following: Government may not unlawfully pollute the air, ground or water, nor create a public nuisance. Lessee shall, at no cost to the Lessor, promptly comply with all applicable Federal, state, and local laws, regulations, and directives regulating the quality of the environment. This does not affect the Government's right

to contest the validity of such laws, regulations or directives or to try to enjoin their applicability. Government shall use all required means to protect the environment and natural resources from any damage arising from Lessee's use of the facility and activities incident to its use. If any damage results to the environment or natural resources, Government shall restore the environment or damaged resources. Government agrees to comply with all applicable federal, state and local environmental laws and regulations, including, but not limited, to those laws concerning any petroleum products, toxic substances, medical wastes and hazardous materials, substances or wastes.

12. **ANTI-DEFICIENCY ACT:** (31 USC §1341 as amended). Nothing in this Lease shall constitute an obligation of funds of the United States in advance of appropriation thereof.

13. **INDEMNIFICATION:** The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC Sections 2671-2680 as amended) shall be liable for, and shall hold Lessor harmless from, claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, employees and agents in the use of the leased premises.

14. **INSURANCE:** Government is a self-insured entity and as such is not required to provide Lessor with any certificate of insurance or notice of renewal, termination, cancellation, expiration or alteration of insurance policy.

15. **OWNERSHIP OF IMPROVEMENTS:**
It is understood and agreed that any improvements added by the Government belong to the Government.

16. **EQUIPMENT INSTALLATION AND OPERATION.** The Government shall have the right during the term of this Lease to install, operate, maintain, repair, and replace upon the Premises, including but not limited to any improvement presently existing or to be constructed upon the Premises, or related or ancillary to, the operation, performance, and maintenance of the equipment and infrastructure. Upon termination of this Lease, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of the equipment or any part thereof, and the Government shall conduct its removal of the equipment or any part thereof in a reasonable and safe manner and within a reasonable period of time, in accordance with all Federal, state, and local law.

17. **IMPROVEMENTS AND ALTERATIONS.** The Government shall have the right during the term of this lease, as long as the prior written consent of Lessor is received by the Government, which consent shall not be unreasonably withheld or delayed by Lessor, to make improvements and alterations, erect structures, and attach fixtures and signs upon the Premises. Government acknowledges that Lessor's consent to the installation of any such improvements may be conditioned upon a reasonable increase in the Rental Amount payable by Government to Lessor pursuant to condition 3 of this Agreement. If Lessor consents to the installation of such improvements, Lessor shall deliver to Government an amendment to this Agreement and any other documents required to evidence such a modification. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Premises. Any improvements, structures, fixtures or signs attached to or otherwise erected upon the Premises shall remain the property of the Government and may be removed or otherwise disposed of by the Government.

18. **OFFICIALS NOT TO BENEFIT:** No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or any benefit to arise there from, but this provision shall not be construed to extend to this Lease if made with a corporation whose membership, includes a member or delegate to Congress or Resident Commissioner, who indirectly receives a general benefit from this Lease.

19. **AMENDMENT OR MODIFICATION:** No amendment or modification shall be valid unless evidenced by an agreement in writing signed by both parties.

20. **GOVERNING LAW:** The parties shall construe the Lease to be in accordance with and governed by the laws of the State of Washington, insofar as those laws are consistent with applicable federal laws and regulations.

21. **SEVERABILITY:** If any term or provision of this Lease is held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

22. PAYMENTS OF TAXES AND ASSESSMENTS:

The Government is not responsible for or liable for the payment of any real property taxes, personal taxes or assessments levied or assessed upon or against the leased premises.

23. ENTIRE AGREEMENT: This Lease, with attachment, constitutes the only agreement between Lessor and Government. Any prior understanding or representation of any kind, which proceeded the date of this Lease, are not binding on either party, except to the extent the understandings are incorporated into this Lease.

24. MUTUAL AUTHORITY: Lessor and Government represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatories on behalf of Lessor and Government further represent and warrant that they have full right, power and authority to act for and on behalf of Lessor and Government in entering into this lease.

25. ATTORNEY FEES: To the extent not in conflict with federal law, should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of this Lease or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to recover reasonable attorneys' fees and legal costs in connection with such dispute as determined by the judgment or award of any court or tribunal of competent jurisdiction.

26. LEASE ADMINISTRATION:

The following office shall administer this Lease:

Commanding Officer
Civil Engineering Office Oakland
1301 Clay Street, Suite 700N
Oakland, CA 94612-5203

LEASE PAYMENT:

The following office shall process payment of this Lease:

Commanding Officer
USCG Finance Center c/o Leases
P.O. Box 4109
Chesapeake, VA 23327-4109

27. TAX IDENTIFICATION: Government regulations require a Lessor tax identification number (TIN/SSN). Lessor hereby certifies that the following TIN/SSN and telephone number are correct:

TIN/SSN: _____
Telephone Number: _____
Email Address: _____
DUNS: _____
Registered in SAM _____ Yes _____ No

Date

Signature

28. PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT:

a. Method of Payment:

1) All payments by the Government under this contract shall be made by electronic transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "AFT" refers to the funds transfer and may also include the payment information transfer.

2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government extend the payment due date until such time as the Government can make payment by EFT (see paragraph (d) of this clause).

b. Lessor EFT information. The Government shall make payment to the Lessor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated SAM database.

c. Mechanisms for EFT payment. The Government may make payments by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. Suspension of payment. If the Lessor EFT information in the SAM database is incorrect, then the Government need not make payment to the Lessor under this contract until correct EFT information is entered into the SAM

database; and any invoice or contract financing request shall be deemed not to be proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

e. Lessor EFT arrangements. If the Lessor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Lessor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address is applicable) listed in the SAM database.

f. Liability for incomplete or erroneous transfer:

1) If an incomplete or erroneous transfer occurs because of Government used the Lessor's EFT information incorrectly, the Government remains responsible for making a correct payment, paying any prompt payment penalty due and recovering any erroneously directed funds.

2) If any incomplete or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and if funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of an erroneously directed funds or if the funds remain under the control of payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

g. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

h. EFT and assignment claims. If the Lessor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Lessor shall require as a condition of any such assignment, that the assignee shall register in the SAM database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

i. Liability for change to EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

j. Payment information. The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER David E. Brumley
	OFFICIAL TITLE OF SIGNER Realty Specialist Contracting Officer United States Coast Guard



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:

June 10, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

DISTRIBUTION LIST:

☒ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☒ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt.

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: FAIR

DIVISION (if applicable):

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT:

SIGNATURE: [Signature]

DATE: 6/10/14

NARRATIVE OF REQUEST

The Pacific County Fair wishes to allow horse enthusiasts to use the Pacific County Horse Arena for exercising their horses during the summer months. The Fair also recognizes that in order to allow this use, there must be a policy in place for participants to follow. Attached is a Resolution for your consideration.

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

Adopt Resolution 2014-_____ in the matter of adopting a policy for the public use of the horse arena at the Pacific County Fairgrounds

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

RESOLUTION NO. 2014-____

IN THE MATTER OF ADOPTING A POLICY FOR THE PUBLIC USE OF THE HORSE
ARENA AT THE PACIFIC COUNTY FAIRGROUNDS

WHEREAS, The Pacific County Fair Board and Board of County Commissioners desire that the Pacific County Fair Horse Arena be open to the general public for use in practicing with horses; and

IT IS HEREBY RESOLVED that Attachment A (Pacific County Fair Horse Arena Facility Policy) is adopted; and

IT IS HEREBY FURTHER RESOLVED that Resolution No. 2003-040 and any other conflicting Resolutions regarding Horse Arena Policies are repealed.

IT IS HEREBY FURTHER RESOLVED that the policy be submitted to the Risk Pool for their review and concurrence.

PASSED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS MEETING
IN regular session at South Bend, Washington, by the following vote, then signed by its
membership and attested to by its Clerk in authorization of such passage this ____ of June, 2014.

____ AYE; ____ NAY; ____ ABSTAIN; ____ ABSENT

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Marie Guernsey
Clerk of the Board

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

Attachment A to Resolution 2014-_____
PACIFIC COUNTY FAIR
HORSE ARENA FACILITY POLICY

*The goal of the Pacific County Fair is to provide
a safe place for horse enthusiasts to ride their horse(s) safely.*

1. A schedule of riding days/nights will be posted by the Fair Manager. The schedule will be posted in the Fair Office and made available on the Pacific County Fair webpage at www.co.pacific.wa.us/pcfair.index.htm.
2. All riders choosing to use the Pacific County Fair Horse Arena must be preauthorized and registered with the Pacific County Fair Office prior to using the Arena. ***Proof of liability insurance must be submitted before using the Horse Arena.***
3. **All riders must fill out, sign and return a Special Event Use Agreement to the Fair Manager, which is included in this packet.**
4. All participants under the age of 18 years old must be accompanied by an adult at all times during the duration of Horse Arena Use.
5. All riders using the Pacific County Horse Arena must wear equestrian helmets at all times.
6. No one other than authorized rider may ride their horse(s) in the Horse Arena.
7. The Horse Arena will be shared with all horse enthusiasts.
8. Horse Arena users must enter and leave the Fairgrounds using the gate located off Viking Way. No other entrance will be used.
9. Horse trailers will be parked and unloaded at the East end of the Horse Arena.
10. All participants using the Horse Arena must sign in before using the Horse Arena. A notebook for signing in will be located near the end gate of the Horse Arena.
11. All gates must be checked before any horses are unloaded. This includes the gate entrance on Viking Way and the gate closest to the Fair Office, located on the other side of the horse barns.
12. Participants must water the Horse Arena before riding will be allowed. There are six sprinklers located around the perimeter of the Horse Arena; three on one side of the arena and three on the other side. Each side must be watered alternately by turning on one set of sprinklers, then the other. If the Horse Arena dries out during your ride and dust begins to form, the Horse Arena must be re-watered *immediately* before participant may continue riding.
13. Horses are only to be ridden in the Horse Arena. Horses will not be allowed to be ridden anywhere on the Fairgrounds. Horses are only to be mounted and dismounted in the Horse Arena.

14. Horses will only be allowed to be tied to participant's horse trailer. For the safety of the horses, they will not be allowed to be tied to the Horse Arena rail, the hurricane fencing or anywhere else on the Fairgrounds.
15. No horses will be allowed in the horse barns or stalls. In the case of an emergency, an exception may be made.
16. All horse droppings must be cleaned up around your trailer prior to leaving the Fairgrounds.
17. Removal of any and all rocks from the Horse Arena may be placed in the five gallon bucket provided by the Fairgrounds, located near the rear of the Horse Arena.



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:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCCA ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

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 checked="" 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 checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <u>mg</u>	DATE: 5/30/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ establishing a bank account with a petty cash fund of \$250 for Community Development for acceptance of fee payments via credit cards	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

A RESOLUTION ESTABLISHING A BANK ACCOUNT WITH A PETTY CASH FUND OF \$250 FOR DEPARTMENT OF COMMUNITY DEVELOPMENT

WHEREAS, the Pacific County Department of Community Development is funded through the Current Expense Fund 116; and,

WHEREAS, the Department of Community Development would like to accept fee payments via credit cards; and,

WHEREAS, the acceptance of credit card payments requires a separate bank account from the County's account which requires a minimum balance of \$250.00;

BE IT HEREBY RESOLVED, by the Board of County Commissioners, County of Pacific, State of Washington, that the Department of Community Development is authorized to establish a separate bank account for the purpose of accepting fee payments via credit cards; and

BE IT HEREBY FURTHER RESOLVED, by the Board of County Commissioners, County of Pacific, State of Washington, that the Pacific County Treasurer be authorized to write one Treasurer's Check from Current Expense Fund No. 116, in the amount of \$250.00, to establish a petty cash fund for the Department of Community Development in the newly established bank account.

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

___ YEA ___ NAY; ___ ABSTAIN; AND ___ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, 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:

06.10.2014

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

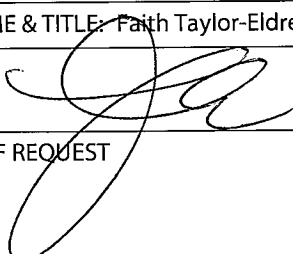
☒ OTHER: Please have Faith sign and return New Employee Information Sheets

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 checked="" 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 checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other <u>Paul</u>

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Environmental Health
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>June 2 '14</u>
NARRATIVE OF REQUEST	
<p>The Department requests authorization to hire Joshua Medina, Randy Heckard Jr., and Allison Williams for the 2014 litter crew. The crew will start June 16th and end August 14th.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve to hire Joshua Medina, Randy Heckard Jr and Allison Williams for the 2014 Litter Crew effective June 16th to August 14th; Subject to adequate budget appropriations</p>	



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

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

REQUESTED MEETING DATE:

06.10.2014

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

DISTRIBUTION LIST:

☒ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☒ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☒ DCD

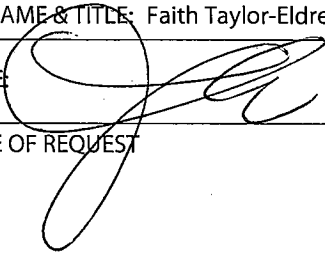
☐ NDC

☐ Sheriff

☒ Other **Paul**

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Environmental Health
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE/EXT: 360.875.9356
SIGNATURE: 	DATE: <u>June 3, 14</u>
NARRATIVE OF REQUEST	
<p>The Department requests to transfer \$11,000 from 116.380.514.21.31 and \$1,000 from 116.380.514.21.45 to 116.380.594.37.62 for the repair for the HHW facility roof.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve budget appropriation transfers from operating to capital within the Community Development budget</p>	

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 10th day of June, 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

Fund Name	Amount	Transfer From:	Transfer To:
Community Development	\$11,000.00	116.380.514.21.31	116.380.594.37.62
Community Development	\$1,000.00	116.380.514.21.45	116.380.594.37.62



REQUESTED MEETING DATE:

6/10/14

Res. 2010-013 EXHIBIT A

Agenda Item #: 16

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

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal


☐ OTHER: _____

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 checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Tim Crose	PHONE / EXT: 2655
SIGNATURE: 	DATE: 6-4-14
NARRATIVE OF REQUEST	
<p>The Department of Community Development is seeking a Request for Proposals from qualified consulting firms, for preparing a Draft and Final Shoreline Master Program, as outlined in its contract with the Department of Ecology.</p>	
RECOMMENDED MOTION	
<div style="background-color: black; height: 20px; width: 100%;"></div> <p>Approve to announce a Request for Proposal to prepare a Draft and Final Shoreline Master Program for Pacific County</p>	

**Pacific County
Draft Request for Proposals**

**Consulting Services for Assisting the Development of a Shoreline Master
Program Update**

I. PURPOSE OF THIS PROJECT

Pacific County will be updating its Shoreline Master Program as required under Chapter 90.58 RCW. The county will be the primary lead in preparing the updated Shoreline Master Program, but it is intending to supplement its efforts by seeking proposals from qualified consulting firms to complete the Scope of Work contained in this Request for Proposal.

II. SCOPE OF WORK

The Department of Community Development is seeking the submittal of proposals from qualified consulting firms to assist the county in preparing specific work products related to a Draft and Final Shoreline Master Program as outlined in its contract with the Department of Ecology.

The county requires the selected consulting firm to complete the scope of work in coordination with the county's public participation program consultant. The public participation consultant will be conducting the Community Visioning Process and a series of public workshops that will provide general policy guidance regarding shoreline development on the following topics:

- | | |
|--|--|
| • Agriculture | • Forestry |
| • Aquaculture | • Mining activities |
| • Coastal marine resource use | • Public access and recreation |
| • Commercial and industrial shoreline uses | • Shoreline modifications |
| • Conservation and critical areas | • Shoreline residential development |
| • Flood hazards | • Transportation and public infrastructure |

Upon completion of these public workshops, the public participation program consultant may continue to assist the project and the selected consulting firm at the direction of the county staff.

In addition, the selected consulting firm will work closely with the county Geographic Information System (GIS) staff. The county GIS staff has the lead role in preparing GIS products associated with development of the Draft and Final Shoreline Master Programs. However, the county expects the selected consulting firm to provide the county GIS staff with assistance upon request.

The consultant responding to this Request for Proposal will work with county staff, the Shoreline Planning Committee, and the Planning Commission to complete the following tasks:

A. Develop general SMP goals, policies, and regulations

Prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

B. Develop environment designations

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

The selected consulting firm will work with the county GIS staff to prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

C. Develop environment-specific shoreline use and modification policies and regulations and standards

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc.).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.
- Shoreline use and dimensional standards listed in matrices, by environment designation.

D. Develop SMP administrative provisions

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included. A definitions section will be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

E. Revisit the Draft SMP based on the Cumulative Impacts Analysis

Using the Cumulative Impact Analysis prepared by the county, the consultant will revise the draft SMP, Items A through E in this section, to ensure no net loss of ecological function.

F. Assemble a complete Final Draft SMP

The consultant will assemble a complete Final Draft SMP for review by the Pacific County and Ecology.

G. Estimated budget and schedule

The estimated budget for completing the above scope of work is \$110,000.

The schedule for completing the following work products under this scope of work is:

- A preliminary first draft for Items A – D will be due by June 30, 2015
- A second draft incorporating changes required by the county will be due by November 30, 2015

- A Final Draft that includes revisions required by the Cumulative Impacts Analysis will be due by May 15, 2016

III. PROPOSAL FORMAT AND CONTENT

Each proposal submitted shall contain the following information organized in the following format:

A. Transmittal Letter:

The letter will state the firm's name, physical address, mailing address, telephone number, email, website address, type of entity, and tax identification number.

B. Narrative

- Firm/Team Information. A list identifying the project manager, all team members, and subcontractors who will be completing the Scope of Work. Include a brief description of how individuals will be involved in the project, their expertise, and experience.
- Project Approach. A description of the overall approach the firm will use for completing the tasks listed under II, Scope of Work. The project approach will also identify what tasks or resources the consultant will require of the county to complete the Scope of Work.
- Management Approach. A description of how the firm will coordinate and integrate the Scope of Work as Pacific County staff updates the Shoreline Master Program.
- Project Budget. An estimated budget the firm requires to complete the Scope of Work. The county will negotiate the final budget amount with the selected respondent.
- References. A list of Shoreline Master Programs the firm has completed over the past four years, including a list of those Shoreline Master Programs it currently has under development. Please include three references from past and/or current Shoreline Master Program update projects. Include a short description of the work performed, client contact names, telephone number, and email for each one.

C. Format and Submittal

The proposal shall not exceed 20 pages, including the transmittal letter. Consulting firms shall submit four (4) hard copies and one digital copy on disc of the proposal to the Pacific County Department of Community Development before 4:00 p.m., July 7, 2014. Proposals delivered by mail, hand, or courier by the due date are acceptable; however, the county will not accept facsimiles and electronic submissions.

Submittal address is:

Faith Taylor-Eldred, Director
Department of Community Development
Pacific County
P.O. Box 68
South Bend, WA 98586
(360) 875-9382

All proposals should be clearly marked on the outside of the envelope: "Pacific County Shoreline Master Program Update Proposal." Copies shall be duplex-printed and will not use plastic or non-recyclable covers or bindings.

D. Inquiries Regarding this Proposal

Questions regarding this Request for Proposals and the submittal process should be directed to Tim Crose, Planning Director, (360) 875-9356, or tcrose@co.pacific.wa.us.

IV. Evaluation Criteria and Selection Process

A. Selection Criteria

The county will consider proposals only from firms that demonstrate the relevant background and experience with Shoreline Master Program updates. The county will evaluate the proposals it receives based on the following criteria:

- Relevant experience of the firm and individuals who will work on the project
- Project approach and coordination with the county work program
- Overall quality of the Request for Proposal response and interview
- Budget

B. Selection Process

- Interviews: A county interview panel will review and evaluate each complete proposal received in accordance to the selection criteria. The county's interview panel anticipates interviewing the top three responses. All interviews for selected consultants will happen on July 15, 2014; the interview panel will assign interview times at random.
- At the interview, each proposing consultant will have up to 25 minutes to give a presentation, followed by a 25-minute question and answer period with the interview panel.

C. Decision

The interview panel will rate each proponent based on the selection criteria, quality of the interview, and budget. The county will then enter into contract discussions with the top-ranked respondent. If the county is unable to reach a satisfactory agreement with the top-ranked consultant, contract discussions will terminate and the county may select another consultant. The Board of County Commissioners will have the final authority on contract terms and the selection of the consultant.

Published on **DATE** in the Willapa Harbor Herald and the Chinook Observer.



REQUESTED MEETING DATE:

6/10/14

Res. 2010-013 EXHIBIT A

Agenda Item #: 17

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

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal



☐ OTHER: _____

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 checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DCD	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Tim Crose	PHONE / EXT: 2655
SIGNATURE: 	DATE: 6-4-14
NARRATIVE OF REQUEST	
Request to consider the provided list of citizens to serve on the Shoreline Master Program update committee.	
RECOMMENDED MOTION	
	
Approve of the Shoreline Master Program Planning Committee as recommended by the Department of Community Development	

SMP Committee - Draft

Name	Title/Occupation
Richard "Dick" Sheldon	Oyster Grower
Warren Cowell	Oyster Grower
Doug Kess	Chair of MRC
Key McMurry	MRC member
Paul Philpot	EDC Director
Dale Beasley	Crabbing Association
Leslie Brophy	Realtor
Cheri Diehl	Realtor
Al Lohi	President of Cattleman's Assoc
Jim Rose	Cattelman's Assoc
Rex Hutchins	Timber
Vic Nimzick	Timber
Anne Lefores (aka Anne Skelton)	Citizen
Larry Warnberg	Citizen
Tom Kollash	Nature Conservancy
Jim Sayce	Planning Commission
Scott Turnbull	Planning Commission
Eric deMontigny	Planning Commission
Rebecca Chaffee	Port of Willapa Harbor
Mike Nordin	Conservation District



REQUESTED MEETING DATE:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☒ OTHER: Not to exceed \$840

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☒ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Public Health DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Sharon Block, Deputy Director PHONE / EXT: 360-875-9343 EXT 2636

SIGNATURE: Sharon Block, Deputy Director DATE: 6/4/14

NARRATIVE OF REQUEST

I ASK THE BOARD TO APPROVE THE ATTACHED PROPOSAL FROM ED MUND TO PROVIDE TRAINING MATERIALS AND A COURSE PRESENTATION FOR OUR MEDICAL RESERVE CORP ORIENTATION SCHEDULED FOR JUNE 24TH 2014. THE FUNDS FOR THIS PROPOSAL ARE PART OF THE CAPACITY BUILDING GRANT THE HEALTH DEPARTMENT RECEIVED FROM "NACCHO", THE NATIONAL ASSOCIATION FOR CITY AND COUNTY HEALTH ORGANIZATIONS, AND THE GRANT IS TO ASSIST US TO BUILD CAPACITY FOR OUR MEDICAL RESERVE CORPS. THE GRANT FUNDS AND THIS EXPENDITURE ~~WAS~~ NOT PART OF THE ORIGINAL BUDGET AND NEEDS TO BE IN THE SUPPLEMENTAL BUDGET.

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

Approve the proposal by Ed Mund to provide training materials and a course presentation for the Medical Reserve Corp Orientation scheduled for June 24, 2014; Subject to adequate budget appropriations

Name of Contractor: <u>ED MUND</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>NACCHO MRC Capacity Building Grant - Proposal to provide services</u>	
Contract/Agreement/Grant/Amendment #:	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input checked="" 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 checked="" type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax 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 checked="" 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): <u>THE FUNDS FOR THIS PROPOSAL HAVE BEEN PREVIOUSLY APPROVED BY THE BOARD, AND ARE FROM AN MEDICAL RESERVE CORP CAPACITY BUILDING GRANT AWARDED TO OUR HEALTH DEPT. ED MUND HAS PROVIDED SIMILAR SERVICES TO BOTH MASON & LEWIS COUNTIES.</u>	
TOTAL COST/AMOUNT (include sales & use tax): <u>840.00</u>	TOTAL TAX: <u>-</u>
TOTAL SHIPPING/HANDLING: <u>-</u>	EXPENDITURE FUND #: <u> </u> .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 checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

Edward L. Mund
PO Box 112 • Centralia, WA 98531
360-789-1914 • mund.ed@comcast.net

Proposal for Medical Reserve Corps and ICS Orientation Course with Exercise

Scheduled for 3.5 to 4 hours, depending on staff availability

Minimum 6, maximum 30 attendees

Course Outline

Content	Activity	Expected Outcome
Introductions	Instructor and participants	List attendees and their normal duties by service area
Course overview	Describe content for the training session	Expectations articulated, interaction ground rules established.
MRC Origins	Presentation of MRC history, current status, 2013 accomplishments	Understand history and current status of MRC as a whole.
MRC Core Values	Description of the six core values MRC volunteers should exhibit.	Be able to chart personal course toward MRC value-based volunteering. Hand-out with core values will be available.
<i>Break</i>		
MRC in Pacific County	Outline origins of Pacific County MRC unit, how it interacts with its housing unit, past uses, anticipated uses.	Understand what type of events and work has been done and may be required in the future.
MRC in Region 3	Describe how MRC units are used in neighboring counties and the potential for mutual training and mutual aid.	
<i>Break</i>		
Transition to ICS Orientation		
Blend of IS 800, 700, 200, 100	Describe how the National Response Framework, National Incident Management System and Incident Command System (ICS) all blend together. Show the Emergency Support Functions where PH is designated with a	Understand where each element fits in the system's overall hierarchy.

	primary or support role in the county's Comprehensive Emergency Management Plan.	
ICS	Describe why, where, when to use ICS using PH examples	Understand ICS
ICS Positions	Define using PH terminology	Understand applicability of ICS to PH operations
<i>Break</i>		
Group activity scenarios	Attendees will apply ICS principles to a hypothetical disaster response.	Understand how to create ICS structure useful to PH in mitigating a disaster. If time, run additional scenarios incorporating different ESF roles into the ICS structure.
Wrap-up	Feedback from group	Usefulness of this training and suggestions for future training.

Costs:

\$840 to include:

- Course presentation
- Travel to host LHJ
- Presentation materials in electronic form to host.



REQUESTED MEETING DATE:

June 10, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

☒ OTHER: Authorize Chair to sign

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Public Health and Human Services DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P. Goelz, Director PHONE / EXT: 2644

SIGNATURE: Mary P. Goelz DATE: 6-3-14

NARRATIVE OF REQUEST

Request the Board review and approve the Authorization to enroll with Office Ally for services to improve our billing capability. Office Ally is a full service clearinghouse offering a web-based service to providers for billing purposes. This service allows insurance claim entry electronically to the payer using our existing system. Their services include reviewing the claim to assure it is complete, customer service, detailed reports on claims submitted, and the ability to submit claims to a large number of insurance programs without signing a contract with that payer. If over 50% of our claims are to governmental entities, i.e. Medicaid, Medicare, there is a monthly fee of \$19.95 for those months, otherwise the service is free. This was not included in our approved budget but would be absorbed by the current services we would then be able to bill for such as family planning and immunizations. We would not require a supplemental budget.

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

Approve to authorize and enroll in Office Ally for billing and insurance services; Subject to adequate budget appropriatoin



AUTHORIZATION SHEET

Practice / Facility Name: _____

TERMS/CONDITIONS:

- Submitter ensures that all data submitted to Office Ally is valid and represents services performed accurately.
- Office Ally shall not be deemed responsible for any claims transactions that fail due to incorrect/invalid data and all such rejections shall be the sole responsibility of the submitter for correction and resubmission.
- **21 Day Rule:** Office Ally will automatically reprocess all claims pended (for specific payers where Office Ally performs Patient Eligibility checking) due to 'Patient Not Found' and 'Patient Not Covered (at time of service)'. Reprocessing will take place on the 7th, 14th and 21st day after the initial processing. Provider will be notified: 1) at the time of the original processing that the claim is pending, and 2) at the time that the claim is accepted, or 3) after the third/last attempt to reprocess (21st day) if the claim is still rejected. If the patient is found to be eligible after reprocessing, the received date will be the date that Office Ally actually transmits the claim to Payer. This option is on by default, but can be turned off per user's request.
- **Pre-Enrollment Requirement:** Certain payers require pre-enrollment which must be completed and approved before claims can be sent electronically. These payers include, but are not limited to Medicare, Medicaid/Medi-Cal, TriWest, and Blue Shield/Blue Cross, see our payer list for a complete listing.
- **Owner of Account below agrees to be held financially responsible for all fees and/or finance charges incurred by this account.**
- In an effort to provide our customers the best pricing available, Office Ally utilizes email for all correspondence, including accounting notices and invoices. It is your responsibility to ensure Office Ally has a valid email address for you at all times.

GOVERNMENT CLAIMS POLICY: IT IS YOUR RESPONSIBILITY TO ENSURE THAT ALL PRE-ENROLLMENT FORMS ARE DONE PROPERLY AND APPROVED

- I understand that if my monthly claim volume is greater than or equal to 50% governmental claims (including, but not limited to Medicare, Medi-Cal/Medicaid, DMERC, Railroad, and BCBS in some states), my account is subject to a Governmental processing fee of \$19.95 per month*.
- In addition I understand that all totals are calculated per account (Admin Username) and I will only be charged this fee for months in which I meet or exceed the 50% limit. If my Medicare/Medi-Cal/Medicaid/DMERC/Railroad/BCBS claim volume is less than 50% in a month, I will not be charged this fee for that month.

▶▶▶ Initial Here _____ to indicate that you have read and understand the above policy. Initial required regardless if applicable.

CLAIM PRINTING POLICIES:

- All claims that Office Ally is able to submit electronically are done so FREE OF CHARGE. Any claims that Office Ally has to print and mail are done so at a rate of \$ 0.40 cents per claim* if you select this option below.
- Claims that need to be printed and mailed to individuals (such as patients or attorneys) will be charged a rate of \$0.55 per claim*. The provider or biller will be invoiced monthly via email for these paper claims.

ELECT PRINTING OPTION: YOU ARE REQUIRED TO MAKE A CHOICE BELOW (CHECK ONLY ONE)

☐ Do not print any claims for me. I understand that if I transmit claims that cannot be sent electronically, they will be rejected back to me.

☐ I hereby allow Office Ally to print and mail to the appropriate payers the claims that are not accepted electronically as indicated by our payer list and your pre-enrollment status, and agree to pay Office Ally \$0.40/claim* for claims sent to insurance companies/payers and \$0.55/claim* for claims sent to individuals (such as patients or attorneys). User will be invoiced for paper claims monthly.

By signing below, you are acknowledging that you have read, understand, and agree to all terms/conditions in full.



Owner of Account/President/CEO/Owner Signature

Date

Owner of Account/President/CEO/Owner Name (Please Print)

Title (Please Print)

Contact Name / Contact Phone Number

Office Ally Representative

Please fax completed Authorization Sheet to (360) 314-2184. For questions call (360) 975-7000 opt. 3.



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:

6/4/14

AGENDA REQUEST FORM

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

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>20</u>	Initial: <u>mg</u>	Date: <u>6/10/2014</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____		<input type="checkbox"/> Risk Management	
<input type="checkbox"/> OTHER: _____			<input type="checkbox"/> Legal	
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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 checked="" type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 6/5/14
NARRATIVE OF REQUEST <p>Request the Board approve the request from the health department to advertise a Request for Qualifications related to contracting with a qualified person/entity to assist our department in performing a Community Health Needs Assessment and then using that information on creating a county wide Community Health Improvement Plan. This work is required by the State in order to meet Standards for the Local Health Jurisdiction. Flexible State funds will be used to pay for this work. Due to receiving an increased grant amount for our Community Transformation Grant/healthy communities work we have flexibility in our budget to pay for this. The flexible funding can be used for this work, improving immunization rates or improving/continuing work on communicable diseases. The increased funding for the CTG work will need a supplemental budget.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <p>Approve to advertise a Request for Qualifications to assist in performing a Community Health Needs Assessment in regards to create a county wide Community Health Improvement Plan; Subject to adequate budget appropriations</p>	

REQUEST FOR STATEMENT OF QUALIFICATIONS
COMMUNITY HEALTH ASSESSMENT/COMMUNITY HEALTH IMPROVEMENT PLAN

The Pacific County Public Health and Human Services Department is accepting letters of qualifications from individuals licensed to do business in the State of Washington who are interested in assisting the health department in performing a community health assessment and then using that information to create a community health improvement plan. Along with the assessment piece of this work we are also planning to include a gaps analysis regarding human services programs provided in our county for disabled adults. Parties desiring consideration should submit letters of interest including the following information to Pacific County Public Health and Human Services Department, P.O. Box 26, South Bend, WA 98586.

Qualifications and Experience of Agent/Agency

Fees to be charged in Relation to the assessment process

Letters of Interest must be received by 4:30 pm, Friday, _____. For further information please contact Mary Goelz, Director, at (360) 875-9343

Pacific County is an equal opportunity and affirmative action employer. Women and minority owned firms are encouraged to submit letters of interest.



REQUESTED MEETING DATE:

6/10/2014

AGENDA REQUEST FORM

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

BOCC ACTION:		<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Agenda Item #: 21	Initial: mg	Date: 6/10/2014
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS						Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____					<input type="checkbox"/> Risk Management
<input type="checkbox"/> CONTINUED TO DATE _____	TIME _____					<input type="checkbox"/> Legal
<input checked="" type="checkbox"/> OTHER: Authorize Chair to sign; please return signed original to our office for filing						
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 checked="" 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"/> SOC	<input type="checkbox"/> WSU Corp. Ext.		
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other		

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Emergency Management Agency	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director	PHONE / EXT: 360875-9338
SIGNATURE:	DATE: 05/30/2014
NARRATIVE OF REQUEST	
Request approval of the Memorandum of Understanding between Washington Service Corps and Pacific County regarding our 2014-2015 AmeriCorps placement and request that Chair Rogers sign.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the Memorandum of Understanding between Washington Service Corps and Pacific County regarding the 2014-2015 AmeriCorps placement; Authorize Chair to sign	



Individual Placement

CFDA 94.006

Program Year September 1, 2014 – August 31, 2015

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to establish the compliance expectations of the Washington Service Corps (WSC) Individual Placement and Special Programs. These expectations are designed to establish effective coordination between sponsoring organizations and the WSC, to ensure that the objectives of the WSC, Washington State Commission for National and Community Service, and the Corporation for National and Community Service are met, and to ensure a positive service experience for the AmeriCorps member(s).

**Mail completed original to Washington Service Corps
P.O. Box 9046, Olympia, WA 98507**

Sponsoring Organization Information

Organization (Legal Name): Pacific County	
Organization Website URL: www.co.pacific.wa.us	
Project Title(s): Disaster Preparedness Public Education	
DUNS #: 084604016	
Legal Applicant Name: Steve Rogers	Title: Chair, County Commissioners
Mailing Address: P.O. Box 101, South Bend, WA 98586	
Telephone Number: (360) 875-9338	Fax Number: (360) 875-9342
Email Address: smcdougall@co.pacific.wa.us	
Number of AmeriCorps positions awarded: 1	
Program Year: 2014-2015	
Member Placement Fee Total (\$6,200 x number of placements): \$ 6,200	

Funding Contingency

In the event funding for the WSC is reduced or eliminated, or if federal program requirements change, prior to or after the date of this MOU, the WSC may terminate or modify this MOU with 30 days written notification to the sponsoring organization.

Responsibilities of the Sponsoring Organization

Section I – Financial Responsibility

1. Submit \$6,200 member placement fee per member on or before September 30, 2014. Invoice with payment instructions will be sent by WSC to sponsoring organizations on or about August 15, 2014. Refer to RFA Guidance Document for additional details pertaining to the use of federal funds. Member placement fee will only be pro-rated for any member who terminates prior to serving 15% of their term. Organizations will not receive a pro-rated refund if members serve more than 15% of their term. If a member serves less than 15% of his/her time, the pro-rated calculation is based on the following formula (15% of 1700 hours is 255 service/training/fundraising hours combined results in no refund of member placement fee of \$6,200. (Ex: member serves 80 hours and quits, pro-rated amount would be \$1,945.10). Failure to pay the member placement fee requirement per member may result in removal of the member(s) from site and termination of this contract by WSC.
2. Submit to WSC proof of current valid Commercial General Liability Insurance with minimum of \$1,000,000 per occurrence with Washington Service Corps endorsed to the policy with limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage expires prior to end of member's service term, submit new proof of coverage to WSC. If sponsoring organization is a federal or state agency, provide documentation showing that status. If sponsoring organization is a school district, local government, or other agency participating in a "risk pool" or self-insured program, provide documentation of that status and coverage. The WSC AmeriCorps member(s) will be covered, as certified in Attachment A.
3. Provide transportation or mileage reimbursement to AmeriCorps member(s) to conduct service away from their established service site during service hours.
4. Provide transportation or mileage reimbursement according to State rates to AmeriCorps member(s) as they attend the required SERVES Institute scheduled for October 27-29, 2014 in Yakima. The WSC covers the cost of provided meals and lodging expenses for the members at this event.
5. Pay for any member costs around Washington State WATCH background checks. WSC will provide a one-time fee per enrolled member for using required channeler (FieldPrint) for FBI background check. When appointments are missed, cancelled, or changed without at least 24 hours' notice, sponsoring organization will reimburse WSC for any Fieldprint cancellation/change fees. The sponsoring organization will be responsible for costs incurred to redo checks that are completed incorrectly (including misspelling of member name). Sponsoring organization will pay these costs within 14 days of receipt of invoice from WSC.
6. Pay all costs for required background checks of covered individuals, including primary and backup supervisors.
7. Member costs that are deemed disallowed through monitoring or audit review(s) will be the responsibility of the sponsoring organization.
8. Sponsoring organizations are only permitted to subcontract member placement with permission of WSC and must submit a copy of their contractual agreement to WSC.

Section II - Risk Management and Compliance

1. Comply with the Assurances and Certifications (Attachment A) of the WSC Individual Placement, Grant Program Civil Rights and Non-Harassment Policy (Attachment B), AmeriCorps Member Service Agreement and the RFA Expectations & Agreements.
2. Comply with all WSC Policies and Procedures, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
 - AmeriCorps State Member Leave
 - Service Gear and Appearance
 - SERVES Training Institute
 - Member Grievance Policy and Procedures
 - AmeriCorps State Member Conduct
 - AmeriCorps State Member Transfer

AmeriCorps Member Deployment
Nondiscrimination on the Basis of Disability
Member Hours and Allowable Service Activities
Criminal History Background Check Requirements
Procedure for Criminal History Background Check Requirements

3. Establish safety guidelines and rules that ensure the well-being of the AmeriCorps member(s) and participants
4. Ensure your organization has current Drug-Free Work Place and Non-Discrimination Policies.
5. Ensure that AmeriCorps member(s) provides direct service in accordance with the position description. Ensure any changes to duties are updated on the member position description form and immediately sent to WSC. In the event administrative duties are necessary to reach the member's service goals, such duties will be allowed. However, administrative duties that support general organizational goals are not allowed.
6. Ensure that service activities do not duplicate routine functions of, or displace, paid employees. Service activities must expand or enhance the organization's impact.
7. Ensure accuracy of member's service. Accurate records should include hours served as service hours, training hours, and fundraising hours. No hours can be granted for service or training out-of-state without prior WSC approval.
8. Ensure that members do not participate in out-of-country trainings or other activities which are not allowable under CNCS regulations.
9. Monitor and ensure AmeriCorps member(s) service hours to determine if the member is serving an average of at least 40 hours a week for 10.5 months and is on track to complete the required 1700 service hours. Communicate to members that they must be available to serve the hours needed by the project including weekend and evening service activities.
10. Members' supervisor will approve all member electronic timesheets through the WSC vendor no later than 3-5 business days after the end of each semi-monthly payroll period.
11. Ensure AmeriCorps member(s) wear AmeriCorps gear **daily** and other possible identifiers while serving.
12. Ensure service site has the WSC and AmeriCorps*State Logos visibly posted as follows:
 - In a prominent location visible to staff and customers where member serves: Sign with WSC logo, AmeriCorps*State logo, and "AmeriCorps Member Serves Here".
 - At the entrance to the building where member serves: Sign with WSC logo, AmeriCorps*State logo, and service site name.
13. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a WSC AmeriCorps member is serving in, the Sponsoring Organization and any member service placement site will identify the roles of both the Washington Service Corps and AmeriCorps in the project. For example: "(organization name) as part of the Washington Service Corps, the AmeriCorps members.....".
14. Require and retain member's proof of valid driver's license and current proof of vehicle insurance, if the member is reimbursed for use of a personal vehicle in the performance of their service duties.
15. Participate in the monitoring/audit process (including desk review and/or site visit) by a WSC Program Coordinator or an authorized representative, allowing access to member or program files, documents and materials.
16. Host scheduled programmatic visits as requested by WSC Program Coordinator.
17. In the event of any change to the information regarding the Legal Applicant, notify the WSC Program Coordinator within ten (10) working days.
18. Ensure that member eligibility verification is met.

Section III - Prohibited AmeriCorps Member Activities

There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of sponsoring organization staff. Furthermore, members and staff may not engage in conduct in a manner that would associate the national service

program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation's formal regulation (45 C.F.R. 2520.65) and the grant provisions. The list of prohibited activities includes:

CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit.

WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any member.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps member(s) from the site.

Section IV - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct AmeriCorps member(s) recruitment, interviews, and selection.
2. Comply with WSC criminal history background check requirements as identified in guidance including, but not limited to, WSC Guide to Criminal History Background Checks and the WSC Criminal History Background Check Policy & Procedure. AmeriCorps members must pass criminal history background checks prior to their start date and cannot be listed on the National Sex Offender Registry. Comply with other criminal background check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit completed AmeriCorps member enrollment packet, to include all completed items on checklist, to WSC at least two weeks prior to the member's start date, per dates established by WSC.

Section V - Support and Supervision of AmeriCorps Member(s)

1. Identify a staff person from the organization to be the key contact for WSC.
2. Identify staff persons from the organization to be the primary and backup supervisors for the AmeriCorps member(s) on site. If the member serves off site, designate off-site supervisor.
3. All supervisors are identified as "covered individuals" and are required to complete the same criminal history background checks as members.
4. Comply with other criminal background check requirements that may be developed and required throughout the program year and provide original documents to the WSC to maintain.
5. In the event of a change in supervisor, ensure the individual's background checks have been completed and cleared by WSC **PRIOR** to working as a supervisor. Notify WSC Program Coordinator and submit a signed Amended Position Description for the member within two (2) business days of the change.
6. Orient AmeriCorps member(s) to AmeriCorps; your site; the community; and the service they will provide.
7. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks, and include your organizational chart.
8. Introduce AmeriCorps member(s) to other organization staff and include member(s) in appropriate organization functions.
9. Provide appropriate tools and equipment for the AmeriCorps member(s) to perform service and to communicate with WSC. Tools and equipment may include, but are not limited to work space, computer with internet and agency e-mail, phone and fax access.
10. Recognize and support distinct roles and responsibilities of the AmeriCorps member(s) as outlined in the member's position description.
11. Provide oversight on the AmeriCorps member's progress and skill development, including member's participation in required site and WSC training.
12. Ensure member(s) participation in days of national service including, but not limited to, Martin Luther King Jr. Day of Service and AmeriCorps Week.
13. Communicate immediately with WSC program coordinator regarding AmeriCorps member(s) performance issues or other program concerns.
14. Document AmeriCorps member performance/personnel issues in writing, including actions taken toward resolution.
15. Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement.
16. Consult with WSC program coordinator prior to taking action to remove or transfer an AmeriCorps member. If the WSC becomes aware of any removal or transfer of a member without prior approval, it may result in removal of the member from the sponsoring organization to fulfill the service at another service site.
17. Use retention strategies to ensure member(s) successfully completes his/her full term of service. If a Sponsoring Organization or member service site hires a WSC member before

the completion of that member's agreed-upon term of service, then WSC may elect not to place another member with that organization in the future.

18. If a member indicates the intent to leave his or her service early, complete all WSC-required exit documentation, per checklist on WSC website, prior to member leaving service.

Section VI - Performance Measures and Reporting

1. Collaborate with WSC and the AmeriCorps member(s) to develop a well-defined project that has clear goals and objectives in accordance with the AmeriCorps member's position description and the Request for Application. Any adjustments or revisions need prior approval of WSC Program Coordinator.
2. Ensure performance objectives are quantifiable and demonstrate the impact of the AmeriCorps member's service in one of the focus areas, as defined in application and negotiated in writing with WSC. Example of quantifiable outcomes: 2,500 individuals will participate in a health education program. The health education program will administer a pre/post survey on all of its participants in order to assess an increase in knowledge or awareness of healthy behaviors. 70% or 1,750 of those who complete the health education program will report an increase in knowledge or awareness of healthy behaviors as demonstrated through the Pre/Post survey.
3. Implement data tracking tools, as agreed upon by WSC Program Coordinator, to use for collecting data on the performance objectives defined in the Request for Application and the AmeriCorps member's position description.
4. Retain data collection tools such as attendance rosters, pre/post test results and other reports related to performance for six years after the end of the program year.
5. Submit quarterly progress reports, or as requested by WSC, on outcomes for each performance objective defined in the Request for Application and the AmeriCorps member's position description.
6. Support the AmeriCorps member(s) in reaching the performance goals for volunteer recruitment and training. Track and report on goals for total number of unduplicated community volunteers, hours to be served by volunteers, number of veteran and military family volunteers, and effective volunteer management strategies.
7. Update member position descriptions as necessary and submit signed originals to the Washington Service Corps. A change in supervisor, schedule, or duties requires an amended position description proposing the changes to be sent in to WSC for approval. If the WSC becomes aware of any change in supervisor or duties without prior approval, it may result in removal of the member from the sponsoring organization to fulfill the service at another service site.
8. Submit original, signed performance evaluations of the AmeriCorps member twice during the service term (January 31 and June 30) using forms provided by the Washington Service Corps on its website.
9. Notify WSC of impending scheduled events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
10. Ensure that members submit at least one "Story of Service" per quarter. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
11. Submit copies of written or electronic articles that highlight AmeriCorps member(s) and/or AmeriCorps projects.
12. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year.

Section VII - Career Development/Training

1. Ensure AmeriCorps member site supervisor or project supervisor attend one of the WSC orientations scheduled in July or August 2014.
2. Provide adequate training to AmeriCorps member(s) to ensure member(s) is prepared for the roles and responsibilities of the project.

3. Provide AmeriCorps member(s) a minimum of two site-specific trainings related to the service position. Not more than 20% of AmeriCorps members' total service hours may be spent in training. Training received by AmeriCorps member(s) during orientation do not count toward the site-specific training.
4. Submit all requests for out-of-state training for the member to the WSC program coordinator prior to the event, for approval.
5. Support AmeriCorps member(s) in attending WSC training and career development opportunities. Release AmeriCorps member(s) to attend mandatory training events, service projects, and other WSC events including WSC sponsored overnight SERVES Training Institute to be held October 27-29, 2014 in Yakima, Washington.
6. Ensure that the member(s) receives training related to the core training requirements during their term of service. Many of these are offered at SERVES; however, they may not all be available. Sites are responsible for ensuring members meet all core training requirements.
7. Support AmeriCorps member(s) in updating and submitting the Member Training Plan to WSC quarterly.
8. Release AmeriCorps member(s) from regular service to respond to disasters in accordance with the WSC Member Deployment Policy.

Section VIII - Sustainability

1. The AmeriCorps project must support the long-term goals of the organization and the organization must be committed to the project.
2. The project must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's service, not to maintain existing programs or replace staff.

Section IX – Use and Disclosure of Information

The sponsoring organization shall use any private and confidential information provided under this MOU solely for the purpose for which the information was disclosed. The sponsoring organization shall not misuse any private and confidential information under this MOU. The sponsoring organization shall not disclose any private or confidential information unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject sponsoring organization, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

Responsibilities of Washington Service Corps

1. Provide program orientation for all AmeriCorps members and supervisors.
2. Provide on-going technical support to AmeriCorps member and supervisors by telephone and/or e-mail, and on-site visits as arranged.
3. Communicate expectations and procedures about AmeriCorps member service and performance.
4. Conduct desk reviews and on-site monitoring reviews and issue reports that list findings, concerns and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
5. Ensure oversight of electronic timesheets for each AmeriCorps member(s) and maintain the official permanent member file.
6. Process AmeriCorps member stipend for payment on the 5th and the 20th of each month.
7. Provide State Industrial Insurance coverage for the AmeriCorps member(s).
8. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
9. Provide sponsoring organizations with WSC and AmeriCorps logo posters to post in a prominent location.
10. Provide AmeriCorps member(s) with basic AmeriCorps gear.

11. Provide AmeriCorps member(s) training and development opportunities at the SERVES Training Institute. Cover the cost of meals and lodging expenses required for attendance at SERVES.

Responsibilities of AmeriCorps Member

Comply with the AmeriCorps Member Service Agreement.

Special Conditions

1. Failure to comply with the Responsibilities of the Sponsoring Organization sections within this MOU may result in termination of this MOU and removal of the AmeriCorps member(s) from the site.
2. The WSC retains the authority to review and approve or disapprove all subcontracts. For any proposed subcontractor the sponsoring organization shall:
 - a. Be responsible for subcontractor compliance with this MOU and attachments thereto.
 - b. Ensure that the subcontractor follows the WSC reporting formats and procedures as specified by the WSC.

This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between the sponsoring organization and the Washington Service Corps AmeriCorps program. By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Memorandum of Understanding.

Legal Applicant Representative:

Steve Rogers

(As identified on agency's Organizational Chart)

Signature: _____
(On behalf of Sponsoring Organization)

Date: _____

Washington Service Corps:

Signature: _____
Debbie Aoki, Director

Date: _____

or

Signature: _____
Eric Kindvall, Director of Programs & Operations

Date: _____

The original signed Memorandum of Understanding will be filed at Employment Security Department.

We recommend you keep a copy for your records, until a fully-executed copy is returned to you.

Assurances and Certifications**ASSURANCES**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and

- d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Definitions

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered

a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Adequate Liability Coverage

You agree by submitting this proposal that you will maintain adequate liability coverage for the project, including the member.

- Schools, local government agencies, and other entities participating in a Risk Pool or Self-Insured program will provide evidence of at least \$1,000,000 coverage per incident that covers the WSC member during service hours.
- Other entities will maintain a commercial liability insurance policy with limits of no less than \$1,000,000 per occurrence, with Washington Service Corps endorsed as an additional insured on the policy.

ASSURANCES AND CERTIFICATIONS

By signing below you certify:

1. that you agree to perform all actions and support all intentions in the Assurances Section; and,
2. that you agree to perform all actions and support all intentions in the Certification Sections of this application. The Certifications include:
 - Certification: Debarment, Suspension and Other Responsibility Matters
 - Certification: Drug-Free Workplace
 - Certification: Lobbying Activities
 - Certification: Adequate Liability Coverage

Sponsoring Organization Name: _____ Pacific County

Legal Applicant Representative: _____ Steve Rogers
(As identified on agency's Organizational Chart)

Signature: _____ **Date:** _____
(On behalf of Sponsoring Organization)



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:

5/27 or 6/10/2014

AGENDA REQUEST FORM

TO BE COMPLETED BY THE CLERK OR CLERK OF THE BOARD

Agenda Item #: 22

LOCATION: ☒ APPROVED ☐ DENIED

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED

☐ CONTINUED TO DATE: TIME:

☒ OTHER: Not to exceed \$6,489.56 including sales tax

DISTRIBUTION LIST:

<input type="checkbox"/> RE	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input checked="" type="checkbox"/> TASON	<input type="checkbox"/> Sheriff's Office
<input type="checkbox"/> CO	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> Finance	<input type="checkbox"/> Justice
<input type="checkbox"/> ESEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Information	<input type="checkbox"/> Recreation/Memo
	<input type="checkbox"/> Public Service	<input type="checkbox"/> Public Works	<input type="checkbox"/> SOCC	<input type="checkbox"/> Sheriff's Office Ext
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE:	DATE: May 23, 2014
NARRATIVE OF REQUEST	
<p>Pacific County Communications is requesting approval of the purchase of one ESRI ArcGIS for desktop basic software for concurrent user license in order to use the software to update computer-aided-dispatch maps and map databases. The total amount of the purchase is \$6,020.00 plus tax of \$469.56 for a total of \$6,489.56. Currently the office is using an old version of different software, which no longer meets the needed requirements.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve to purchase software for updating computer aided dispatch maps and map databases in the amount of \$6,489.56 after taxes; Subject adequate budget appropriations</p>	

Name of Contractor: <u>ESRI</u>	
Name of contract/agreement/grant/amendment (If amendment, provide copy of original document(s)): <u>Washington State Master Purchasing Agreement</u>	
Contract/Agreement/Grant/Amendment #: <u>A11-MST-563</u>	
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 checked="" 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: <u>Mapping software</u>	
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 checked="" 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 checked="" type="checkbox"/> Other (please describe): <u>Purchase under state contract</u>	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable): Washington State has a contract with ESRI, which provides for purchase of the software at a competitive price. This was not a planned purchase, but will also NOT require a supplemental. A copy of the entire state contract with ESRI is available upon request (over 50 total pages). Attached are the pertinent contract pages. This purchase is reimbursable under the WA State E911 contract (copy also available).	
TOTAL COST/AMOUNT (include sales & use tax): \$6,489.56	
TOTAL TAX: 469.56	
TOTAL SHIPPING/HANDLING: N/A	
EXPENDITURE FUND #: <u>160</u> .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DESCRIBE MATCH:	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
AMOUNT OF MATCHING FUNDS:	



Contracts & Legal Services Division • Master
Contracts & Consulting

1500 Jefferson St. SE
Olympia, WA 98501
(360) 902-7400
<http://www.des.wa.gov>

Mail To:

PO Box 41017
Olympia, WA 98504-1017

CONTRACT AMENDMENT

Contract Number A11-MST-563 (09712)
Amendment Number: 14-01
Contractor: Environmental Systems Research
Institute, Inc. (ESRI)
Date Issued: 01/27/2014
Date Effective: Upon DES Signature

This Contract Amendment is issued under the provisions of the Master Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

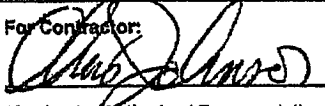
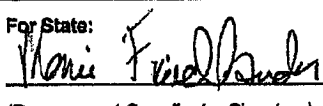
Purpose of Amendment

Purpose: To extend the terms of the Master Price Agreement

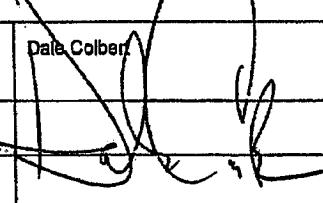
1. The Master Price Agreement is extend through September 30, 2014
2. Except as herein amended, the provisions of the MPA and subsequent amendments thereto as, supplemented changed or modified by the PA, shall remain in full force and effect until the contract is either cancelled or expires, whichever occurs first.

Authorizing Signatures:

This Contract Amendment, consisting of one page and zero attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:  1/28/14 (Contractor Authorized Representative Signature) (Date)		For State:  28 Jan 14 (Procurement Coordinator Signature) (Date)	
Print Name:	Chris Johnson		Momi Friedlander
Contractor	Environmental Systems Research Institute, Inc.	Agency:	Department of Enterprise Services
Address	380 New York Street Redlands, CA 9237308100		1500 Jefferson St SE
			Olympia, WA 98501
Telephone No.	909-793-2853	Telephone No.	(360) 407-8505
Email:	Service @esri.com	Email:	Momi.friedlander@des.wa.gov

DES Approval

DES Authorizing Manager	Date Colber 	Date:	
Signature		Phone	
Email			



MASTER PURCHASE AGREEMENT
(E111 11/2006) Under Washington State Master Purchasing
Agreement Number A11-MST-563

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("Customer") identified below, on behalf of itself and Authorized Entities, and Environmental Systems Research Institute, Inc. ("Esri"). The Agreement enables Customer to acquire Esri geographic information system Software, Data, Web Services, Documentation, services, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/06
2. State and Local MPA Terms and Conditions, E500 11/06
3. General License Terms and Conditions, E200 4/10
4. Esri Exhibit 1, Scope of Use, E300 10/10
5. Esri MPA Price List, E407M 4Q10
6. Esri Client Site Training Terms and Conditions, E207 9/09

The General License Terms and Conditions, E200 4/10 and Esri Exhibit 1, Scope of Use, E300 10/10 comprise the License Agreement no. 2010MLA7132. Revisions made to the License Agreement will carry forward to future versions of E200.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

DEPARTMENT OF INFORMATION SERVICES
(Customer)

By: Mike Ricchio

Authorized Signature

Printed Name: Mike Ricchio

Title: DIRECTOR

Date: 9-30-11

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(Esri)

By: Chris Johnson

Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: SEP 3 2011

Customer Contact Information

Contact: Kari Inman

Telephone: (360) 407-8710

Address: 1500 Jefferson Street

City, State, ZIP: Olympia, WA 984504

E-mail: kari@dis.wa.gov



REQUESTED MEETING DATE:

June 10, 2014


AGENDA REQUEST FORM

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

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item # <u>23</u>
<input checked="" type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: <u>mg</u> Date: <u>6/10/2014</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>Not to exceed \$54,109, including sales tax</u>		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input checked="" type="checkbox"/> RE	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input checked="" type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> EMA
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile
		<input type="checkbox"/> NDC
		<input type="checkbox"/> Sheriff
		<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: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE: 	DATE: June 2, 2014
NARRATIVE OF REQUEST	
Request approval of the sole-source purchase of Spillman Hiplink Paging Interface (\$51,703.00) and ERS Fire Interface (\$2,406.00) totaling \$54,109.00.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014-_____ recognizing and authorizing purchase of computer-aided-dispatch interface software modules and installation from a "single source of supply" provider; Subject to adequate budget appropriations	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014- _____

A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF
COMPUTER-AIDED-DISPATCH INTERFACE SOFTWARE MODULES AND
INSTALLATION FROM A "SINGLE SOURCE OF SUPPLY" PROVIDER.

WHEREAS, the Pacific County Sheriff's Office, Communications Division is in need of
computer-aided-dispatch software interface modules for paging and fire incident
reporting; and

WHEREAS, the Pacific County Sheriff's Office, requests approval to purchase
computer-aided-dispatch software interface modules and installation; and

WHEREAS, Spillman Technologies, of Salt Lake City, UT is the sole vendor of the
existing computer-aided-dispatch software with which the requested elements must
digitally interface, and

WHEREAS, development of software by other vendors or the purchase of a new
computer-aided-dispatch software system would be cost prohibitive, now therefore

IT IS HEREBY RESOLVED that the purchase of fire and paging interface software and
installation services is clearly and legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff's Office,
Communications Division be authorized to purchase software interface modules for
paging and fire incident reporting with installation in the amount not to exceed
\$54,109.00 from the single source of supply provider – Spillman Technologies 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

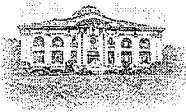
Steve Rogers, Chair

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:

June 10, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO:

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE:

TIME:

☐ Risk Management

☐ Legal

☒ OTHER: Not to exceed \$6,317.08, including sales tax and installation

DISTRIBUTION LIST:

☒ RT

☐ Assessor

☐ DPW

☒ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSI Coop. Ext.

☐ DCD

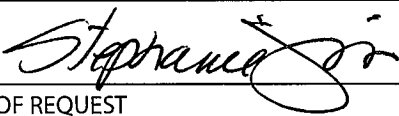
☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Director	PHONE / EXT: 3340
SIGNATURE: 	DATE: June 4, 2014
NARRATIVE OF REQUEST	
Request approval of the purchase of IP recording interface for 8 IP radio channels with existing Stancil Logging Recorder in the amount of \$6,317.08 (includes tax and installation).	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014- 027 recognizing and authorizing the purchase of internet protocol radio interface and installation from a "single source of supply" provider; Subject to adequate budget appropriations	
JUN 05 2014	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014- _____

A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF
INTERNET PROTOCOL RADIO INTERFACE AND INSTALLATION FROM A
"SINGLE SOURCE OF SUPPLY" PROVIDER.

WHEREAS, the Pacific County Sheriff's Office, Communications Division is in need of
an internet protocol radio interface in order facilitate recording of radio transmissions;
and

WHEREAS, the Pacific County Sheriff's Office, requests approval to purchase an
internet protocol radio interface; and

WHEREAS, Stancil Corporation, of Santa Ana, CA is the sole vendor of the existing
recording equipment and software with which the requested elements must digitally
interface, and

WHEREAS, development of software by other vendors or the purchase of a new logging
recorder system would be cost prohibitive, now therefore

IT IS HEREBY RESOLVED that the purchase of an internet protocol radio interface is
clearly and legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff's Office,
Communications Division be authorized to purchase an internet protocol radio interface
in the amount not to exceed \$6,317.08 from the single source of supply provider – Stancil
Corporation 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
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REQUESTED MEETING DATE:

06/10/2014

AGENDA REQUEST FORM

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

BOCC ACTION: ☒ APPROVED ☐ DENIED

Agenda Item #: 25

Initial: mg

Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☒ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☒ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

DIVISION (if applicable): Jail

OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy

PHONE / EXT: x2293

SIGNATURE: *Denise Rowlett*

DATE: 06/03/2014

NARRATIVE OF REQUEST

Request BOCC authorize & sign Contract(s) for Boarding Prisoners between the Pacific County Sheriff's Office & the cities of Long Beach, Raymond, & South Bend.

Long Beach & South Bend - Please return a signed scanned copy to me & keep the original for your records.

Raymond - Please return one signed original to me & keep one for your records.

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

Approve the contract for Boarding Prisoners between Pacific County Sheriff's Office and the cities of Long Beach, Raymond and South Bend

CONTRACT FOR BOARDING PRISONERS

THIS CONTRACT is entered into this 1st day of January, 2014 between the Pacific County Sheriff's Office, P.O. Box 27, South Bend, Washington 98586-0027 a municipal corporation of the State of Washington hereinafter called the COUNTY, and the City of Long Beach, P.O. Box 310, Long Beach, Washington 98631, hereinafter called the CITY:

WITNESSETH

WHEREAS, the COUNTY maintains a jail facility at South Bend for the purposes of boarding adult prisoners and is willing to board prisoners of other jurisdictions within the limitations of available space; and

WHEREAS, the CITY has, from time to time, the need to board adult prisoners in a facility of their jurisdiction and within the COUNTY; and

WHEREAS the CITY has need to use the COUNTY facility and is willing to pay the sum hereinafter provided for:

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. TERM OF CONTRACT

The term of this Contract shall be deemed to have commenced on the 1st day of January, 2014 and shall end on the 31st day of December 2015, both dates inclusive, unless extended by mutual agreement of the parties.

II. RESPONSIBILITIES OF THE COUNTY AND THE CITY

- A. The COUNTY agrees to provide housing and feeding of the CITY's adult prisoners at the rate of \$65.00 for each day or portion thereof that a CITY adult prisoner is housed in the jail. The COUNTY agrees to provide housing and feeding of the CITY's juvenile arrestees at the rate of \$50.00 per day for each day or portion thereof that a CITY juvenile arrestee is housed in the jail. The CITY agrees that juvenile arrestees will only be housed in the jail until they make a court appearance.
- B. Any adult arrestee booked into the jail under the authority of the CITY is the financial responsibility of the CITY for the duration of the arrestee's confinement in the jail. A booking fee of \$50.00 will be charged to the CITY each time their adult arrestee is booked in Pacific County. However, if the Pacific County Prosecutor files a felony level charge related to the booking of an adult arrestee, the adult arrestee shall not be considered a CITY arrestee and the CITY shall not be responsible for any jail related costs pertaining to the adult arrestee including the booking fee. Furthermore, the proceeding

sentences shall apply to juvenile arrestees. For any juvenile arrestee booked into the jail under the authority of the CITY, the juvenile arrestee shall be the financial responsibility of the CITY until the juvenile makes a court appearance and the CITY will be charged a \$50.00 booking fee. If a juvenile arrestee is released by the Court after his/her court appearance, it shall be the responsibility of the CITY to ensure that the juvenile arrestee is released to a responsible adult or the Department of Social and Health Services. In this regard, the CITY shall be responsible for any necessary transportation.

- C. If an adult or juvenile arrestee who is booked into the jail at the request of another city within Pacific County also has an outstanding warrant from the CITY, the CITY shall have no financial responsibility for the arrestee until the other city's financial responsibility ceases. When the other city's financial responsibility terminates, the CITY immediately shall become financially responsible for the arrestee under the provisions of paragraph II. B, excluding the booking fee. If an adult or juvenile arrestee who is booked into the jail at the request of a second city within Pacific County also has an outstanding warrant from the CITY and a third city within Pacific County, the CITY and the third city shall share proportionally the financial responsibility for the arrestee under the provisions of paragraph II. B, from the time when the second city's financial responsibility ceases.

The COUNTY will attempt to notify the CITY when the CITY has an outstanding warrant on an individual who is booked into the jail on a matter unrelated to the CITY.

- D. The CITY agrees to pay the COUNTY for boarding services at the rate stated on a monthly basis upon presentation of invoices by the COUNTY Sheriff. The COUNTY may refuse to house CITY adult and juvenile arrestees if any invoice is not paid within thirty (30) days of being mailed to the CITY.
- E. If the CITY contracts with another city within the County for handling the other city's adult and juvenile arrestees, the other city's arrestees shall be the CITY'S arrestees for the purpose of this contract, and the CITY shall pay the COUNTY for boarding services at the rate stated on a monthly basis for any of the other city's adult or juvenile arrestees (Hereinafter called and combined with "CITY arrestees").
- F. The CITY agrees to pay all medical costs for the CITY arrestees that are not reimbursed by the State of Washington or otherwise. In no event shall the COUNTY be liable for medical costs of the CITY arrestees. The COUNTY will make every reasonable effort to notify the CITY if any CITY arrestee needs medical care and may incur medical care costs. The CITY also agrees to pay all transportation costs incurred by the COUNTY on behalf of the CITY arrestees. Any other costs incurred by the COUNTY due to an order by a CITY Municipal Court Judge shall be paid by the CITY.

- G. The CITY agrees to provide transportation for CITY arrestees to the COUNTY facility at South Bend, unless by mutual agreement other arrangements are made at the time of transport.
- H. The CITY agrees to pay the COUNTY a booking fee of \$20.00 for each CITY arrestee who is brought into the jail. This fee only applies when the CITY arrestee is released after the booking process is completed.
- I. The CITY agrees to abide by the policies, procedures, and protocols of the Pacific County Sheriff's Office with regard to jail operations, including jail security. A copy of the relevant policies, procedures, and protocols will be provided to the CITY when this contract becomes effective. Any changes to the relevant policies, procedures, and protocols that are implemented by the Sheriff's Office after this contract goes into effect will be given to the CITY as soon as possible.
- J. The CITY agrees that if a CITY police officer brings a CITY arrestee to the jail to be booked, the CITY police officer will remain at the booking station in the jail until the CITY arrestee is subdued to the satisfaction of the COUNTY corrections officer. If, for emergent reasons, that CITY police officer needs to leave the COUNTY jail prior to the CITY arrestee being subdued to the satisfaction of the COUNTY corrections officer, the COUNTY corrections officer will not take custody of the CITY arrestee unless the CITY police officer:
 - 1. Conducts a thorough search of the CITY arrestee and his/her belongings prior to being allowed entry into the jail;
 - 2. Provides adequate documentation to hold the CITY arrestee; and
 - 3. Provides adequate proof of the CITY arrestee's medical and physical condition showing that he/she is fit for incarceration in the jail;
 - a. An adult must have an breath or blood alcohol level less than .25 grams/210 liters of breath and decreasing, and no emergent medical care shall be required; and
 - b. A juvenile who shows any indications of alcohol or narcotics in his/her system must be medically cleared by a hospital physician or designee; and no medical care shall be required.

Unless otherwise waived by the Sheriff, under no circumstances shall a CITY police officer leave a CITY arrestee to be held in the custody of the jail if any part of sections (1) through (3) is not provided, and the COUNTY corrections officer has asked the CITY arrestee all of the necessary medical/mental health

questions during the booking process to determine that the CITY arrestee is fit for jail custody.

- K. If the CITY police officer has met the mandatory requirements and if the CITY police officer decides that it is necessary to leave the jail prior to the CITY arrestee being subdued to the satisfaction of the COUNTY corrections officer, the CITY shall be billed a minimum of \$160.00. This fee covers the cost of the COUNTY subduing the arrestee him/herself.
- L. If the jail population exceeds twenty-nine (29) inmates or exceeds its classification capacity to hold inmates, whichever occurs first, the COUNTY may refuse to accept CITY arrestees into the jail or may release CITY arrestees from the jail.
- M. The CITY agrees that the COUNTY may refuse to take CITY arrestees with identified medical problems or may refuse to take CITY arrestees who are combative. If the COUNTY refuses to take into the jail a CITY arrestee because the arrestee is combative, the COUNTY agrees that the CITY arrestee may be temporarily held in the holding cell in the jail until other arrangements can be made by the CITY.
- N. The CITY agrees that the COUNTY may refuse to take any juvenile arrestee who is under the age of thirteen (13).
- O. The CITY agrees that the COUNTY may refuse to take a juvenile arrestee if the juvenile population in the jail would exceed sixteen (16) juveniles, or the COUNTY's classification capacity is reached, whichever occurs first.

III. INDEMNIFICATION/HOLD HARMLESS

- A. The CITY shall defend, indemnify and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortuous actions, or civil rights violations under State or Federal law of the CITY, its officers, agents and employees in connection with the confinement of any CITY inmate by the COUNTY.
- B. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortuous actions, or civil rights violations under State or Federal law of the COUNTY, its officers, agents and employees in connection with the care, custody or confinement of any CITY inmate by the COUNTY.

- C. The COUNTY and the CITY hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. The waiver of immunity was mutually negotiated by the parties hereto.

IV. NOTICES

All notices which either party gives the other party shall be delivered in writing to the address below or to such subsequent addresses as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Pacific County Sheriff
P.O. Box 27
South Bend, WA 98586-0027

TO: City of Long Beach
P.O. Box 310
Long Beach, WA 98631

V. TERMINATION

If either party breaches any of the provisions herein, the non-breaching party may terminate this contract as follows:

- A. The non-breaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach.
- B. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach.
- C. If the breach is not fully remedied within twenty (20) days, the non-breaching party may terminate the contract immediately by delivering written notice of the termination to the breaching party.

VI. AMENDMENT

This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

VII. SEVERABILITY

If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Contract shall not be affected and shall

remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VIII. WAIVER OF CONTRACTUAL RIGHT

The failure of either part to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IX. ATTORNEY FEES, COSTS, AND VENUE

In the event either party files a lawsuit to enforce the provisions of this contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.

X. SUCCESSORS

This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

XI. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

XII. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contract between the parties.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

DATED this 19th day of February, 2014

CITY OF LONG BEACH

Robert E. Andrews
Mayor

ATTEST:

[Signature]
Clerk

DATED this _____ day of _____, 2014

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

Steve Rogers, Chairperson



Scott Johnson, Pacific County Sheriff

Frank Wolfe, Commissioner

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

David J. Burke



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:

6/10/14

AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☒ OTHER: 1) Sheriff sign; 2) Prosecutor sign; 3) mail to Darren O'Neil for signature; 4) please return one original to our office for filing

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☒ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☒ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: GA/Sheriff's Office

DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT: _____

SIGNATURE: Kathy Spoor

DATE: 6-2-14

NARRATIVE OF REQUEST

Attached for your consideration is an MOU with Teamsters Local 252 related to compensation for This MOU provides for 16 hours per month at time and one half of minimum wage as specialty pay. This agreement would be effective July 1, 2014.

This replaces the current agreement compensating the deputies an hour per workday for care of the K9. The deputy works 7 hrs and is compensated an additional 1 hour for care of the dog. If the deputy had to work the full 8 hour shift, he would be provided OT for that hour for the K9. This MOU has been ratified by the Union membership. Please sign all three agreements and I will forward to Darren O'Neil for completion.

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

Move to approve MOU with Teamsters Local 252 Commissioned Officers providing 16 hrs per month at time and one half minimum wage for care, training, feeding, grooming and maintenance activities associated with the care of K9s effective July 1, 2014.

Memorandum of Understanding (MOU)

By and Between

Pacific County (COUNTY)

And

Teamsters Union Local 252-Commissioned Officers (UNION)

WHEREAS the COUNTY and the UNION are parties to a Collective Bargaining Agreement (CBA) that governs wages, hours and working conditions for employees in classifications represented by the UNION; and

WHEREAS, the K9 handlers are deputies represented by the UNION and who have been assigned and partnered with a K9; and

WHEREAS, the parties recognize that the federal Fair Labor Standards Act (FLSA) requires that K9 handlers be compensated for certain care, training, feeding, grooming and maintenance activities associated with the care of the K9; and

WHEREAS, the parties have bargained about these matters and desire to memorialize their agreement in writing;

NOW THEREFORE, the parties agree as follows:

- K9 handlers of the Pacific County Sheriff's Office will be compensated specialty pay equal to 16 hours per month at one and one half (1 ½) times the minimum wage as established by the Washington State Department of Labor and Industries. This will represent full compensation for regular care and maintenance of the K9.
- A K9 Deputy can elect to have the K9 kenneled at a kennel approved by the Sheriff, for vacation or sick time, at the COUNTY's expense, and the COUNTY retains the right to kennel any K9. If a K9 is kenneled for a period of one work week or longer; the monthly compensation will be adjusted to reflect the time the K9 is not in the care of the Deputy. For example, if a deputy elects to have the K9 kenneled for a week-long vacation the monthly compensation would be reduced by 25%, two weeks' vacation-50% reduction, etc. Call outs and scheduled K9 related activities that fall outside of the normal shift will be compensated as OT per the terms of the CBA.
- With prior approval of the Sheriff, the COUNTY will be responsible for the all medical costs, cost of food, other supplies, equipment, etc needed by the K9.
- The K9 is an asset of the County. The Sheriff retains full authority for decision making related to assignment, medical care, retirement, etc.

This MOU is intended to satisfy the requirements of the FLSA as to compensable care and maintenance work performed by K9 handler(s). The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the deputies who have

been assigned as K9 handlers. It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

The COUNTY and the UNION understand and agree that this additional compensation is intended to compensate K9 deputies for all off duty hours spent caring, grooming, feeding and otherwise maintaining their assigned K9, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by the Sheriff, or his designee, deputies assigned to a K9 must limit their off-duty hours to a maximum of sixteen (16) hours per month.

The terms of this agreement will be effective July 1st, 2014 and will replace any, and all, previous agreements related to compensation for the care and maintenance of K9(s).

Signed this 10th day of June, 2014.

Teamsters Union Local No 252

Pacific County Board of Commissioners

Darren O'Neil, Secretary/Treasurer

Steve Rogers, Chair

Pacific County Sheriff's Office

Lisa Ayers, Commissioner

Scott Johnson, Sheriff

Frank Wolfe, Commissioner

Attest:

Marie Guernsey, Clerk of the Board

Approved As To Form:

David Burke, Prosecuting Attorney



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

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beginning at 9 a.m.**

REQUESTED MEETING DATE:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 27

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☒ OTHER: Accept Zoe's resignation effective 6/3/2014; approve lateral transfer of Josh Sedy, Legal Assistant 1, Grade 9 Step 3, effective 6/13/2014

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☒ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☒ Other Paul /367C

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: <u>Amanda Bennett</u>	DATE: 6/2/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Accept the resignation of Zoe Sowa effective June 3, 2014. Confirm the lateral transfer of Josh Sedy from the Department of Public Works to the Pacific County Prosecutor's Office as Legal Assistant I Grade 9 in accordance with Local Union 367C effective June 13, 2014; Subject to Adequate Budget Appropriations.	



Board of Pacific County Commissioners
PO Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360-875-9337 / Fax 360-875-9335
knoren@co.pacific.wa.us

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4th Tuesday of each month,
beginning at 9 a.m.

REQUESTED MEETING DATE:

6/10/14

Res. 2010-013 EXHIBIT A

Agenda Item #: 28

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

BOCC ACTION: ☒ APPROVED ☐ DENIED Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

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

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Vegetation Management</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>ED DARCHER Spartina Corp.</u>	PHONE / EXT: <u>875-9425</u>
SIGNATURE: <u>ED Darcher</u>	DATE: <u>5-20-14</u>
NARRATIVE OF REQUEST <u>Hire DAKOTA PHILLIPS as a Spartina Field Crew I (SFCI) starting July 1st.</u>	
RECOMMENDED MOTION <u>Approve to hire Dakota Phillips, Spartina Field Crew I, effective July 1, 2014</u>	



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

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4th Tuesday of each month,
beginning at 9 a.m.

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

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

BOCC ACTION:

☒ APPROVED

☐ DENIED

Agenda Item #: 29

Initial:

mg

Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

☒ OTHER: Please submit New Employee Information Sheet

DISTRIBUTION LIST:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RF Assessor DPW PACCOM Superior Court

CF Auditor EMAPC Fair Treasurer

SEA Clerk Health Prosecutor Vegetation Mgmt.

Civil Service Juvenile SDCWSU Coop. Ext.

DCD NDC Sheriff Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE : Pacific County Auditor

DIVISION (if applicable): Long Beach Licensing Office

OFFICIAL NAME & TITLE: Pat M Gardner, Auditor

PHONE / EXT (360) 875-9313

SIGNATURE:

Pat M Gardner

DATE: 6-6-14

NARRATIVE OF REQUEST

Tracey Deckert

Need to hire a person for the Long Beach Licensing office. Joyce will leave the end of the year and [REDACTED] resigned effective June 13, 2014. Training will need to be done before new person can be left alone (per Department of Licensing policy and procedure)

RECEIVED
PACIFIC COUNTY

JUN 06 2014

ADMINISTRATION
PERSONNEL

Accept the resignation of Tracey Deckert effective June 13, 2013; Authorize to advertise for the vacant Full Time Administrative Assistant I position

Revised 3/2013

Page 1

Exhibit A to Contract/Agreement/Grant Review Policy

Name of Contractor:

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

Contract/Agreement/Grant/Amendment #:

Indicate type: ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply): For- ☐ ProfitPrivate ☐ Organization/Individual
☐ Non-ProfitPublic ☐ Organization/Jurisdiction
☐ StateSub Recipient ☐
☐ FederalOther ☐

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): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/BondsEmergency Event ☐ (Purchases/Public Works)
☐ Single (Sole) Source Purchase*Special ☐ Facilities/Market Conditions

*Resolution Required

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

attach the following:

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

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



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:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 30

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: *mg*

Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☒ Other Amanda/File

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334

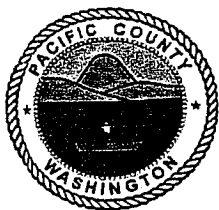
SIGNATURE:

DATE: 5/28/2014

NARRATIVE OF REQUEST

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

Appoint Laurie Bowman to fill the vacant position of "Involved in Activity-User" on the Lodging Tax Advisory Committee effective immediately



Pacific County
Boards & Commissions Appointments
Application Form
(Please attach resume if available)

RECEIVED
PACIFIC COUNTY

MAY 21 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

1. Boards/Commissions for which you wish to be considered:
Lodging tax Committee
2. Name: Laurie Bouman 3. Phone: (360) 942-9093
4. Business Address:
NWCM
314 Alder St
Raymond, WA 98577
5. Home Address:
32 Swartz Lane
Raymond, WA 98577
6. Education: (High School, Name/Location of College/Univ., Year Graduated/Degree)
Downey High School, Downey, CA
Cerritos College, Cerritos, CA
7. Licenses Held: _____
(If applicable to specific Board/Commission)
8. Current Employment (Job Title, Employer, Employment Date, Contact, Phone):
Director, Northwest Carriage Museum 942-4150
4/2011 - prior education co-ordinator 2008 Board member 2007
9. Previous Employment/Experience:
25 plus years in Human Resources
Bank of America, Colliers & Co,
Employer Consult Group -
10. Memberships in Professional/Civic Organizations (Include offices held/dates of terms):
HAVA president 2004-2009

Laurie Bouman
Applicant's Signature

5-21-14
Date:

Please mail completed Application to:
Pacific County Board of Commissioners
P O Box 187, South Bend, WA 98586
875-9337/642-9337 FAX 875-9335

For Departmental Use Only

Appointed to _____, body on _____ (date)
Not appointed _____ (date)



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

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

REQUESTED MEETING DATE:

6/10/2014

AGENDA REQUEST FORM

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

Agenda Item #: 31

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☒ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☒ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: mg

DATE: 6/2/2014

NARRATIVE OF REQUEST

With the resignation of Amy Dennis as Chief Examiner for Civil Service, the Civil Service Board has approved the temporary appointment of Amanda Bennett as Administrative Assistant, effective June 1, 2014.

1

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

Approve increase of Amanda Bennett to 1.0 FTE effective June 1, 2014 with 0.2 FTE as Civil Service Administrative Assistant, subject to adequate budget appropriations

1



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:

6-10-14

AGENDA REQUEST FORM

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

Agenda Item #: 32

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 6-3-14
NARRATIVE OF REQUEST	
<p>Attached for your consideration is a consent release agreement with Westcoast Hardwoods, LLC. This company has entered into a tentative agreement with Willapa Bay Hardwoods to sell logs Willapa Bay logs for processing. As they leaseholder of this property Westcoast Hardwoods has asked that the County agree to not assert any liens or any other claims against Westcoast's inventory and to allow them access to the property for temporary storage and removal of their inventory should Willapa Bay Hardwoods default on thier lease agreement with the County. Please sign the attached copies and I will return copies to Westcoast for their records. Ws</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to approve and authorize Chair to sign Consent Lease Agreement with Westcoast Hardwoods, LLC.</p>	

CONSENT RELEASE AGREEMENT
(Pacific County)

RECITALS:

- A. Pacific County, a political subdivision of the State of Washington (hereinafter "County") is the Landlord pursuant to a lease with Willapa Bay Hardwoods Acquisition, LLC, a Washington limited liability company (hereinafter "Willapa Bay"), covering the property owned by County located at the 647 E. Robert Bush Drive, South Bend, Washington 98586 (the "Leased Property"). Willapa Bay operates a sawmill facility on the Leased Property.
- B. Westcoast Hardwoods, LLC, is an Oregon limited liability company (hereinafter "Westcoast"). Westcoast intends to purchase logs from Willapa Bay and/or others, which Willapa Bay will then process for Westcoast into green lumber. The green lumber, owned by Westcoast, will remain stored on the Leased Property pending shipment as directed by Westcoast. These logs will be separately identified, stored and processed, and the green lumber separately identified and stored, as provided in the draft of the Operating Agreement attached hereto. The logs and green lumber are hereinafter referred to as "Westcoast's Inventory".
- C. Westcoast obtains financing from U.S. Bank (hereinafter "Westcoast's Lender") that may be secured by liens on Westcoast's Inventory.
- D. To accommodate Willapa Bay's business, County has agreed not to assert any liens or other claims against Westcoast's Inventory and to allow Westcoast free access to the Leased Property for storage and removal of said Inventory.

AGREEMENT

Now, therefore, for the good and lawful consideration hereinabove stated, County hereby agrees to the following terms:

- 1. Lien Waiver. County hereby waives and disclaims, both for the benefit of Westcoast and Westcoast's Lender, any and all liens, claims, rights of distraint or other rights of any kind or nature, now or in the future, with respect to Westcoast's Inventory, including but not limited to any landlord's liens for rent pursuant to RCW 60.72.010.
- 2. Right to Remove Inventory. County agrees that Westcoast and/or Westcoast's Lender may at any time enter upon the Leased Property to take possession of and remove Westcoast's Inventory therefrom. County will further allow Westcoast and/or Westcoast's Lender to store Westcoast's Inventory on the Leased Property, without rent or other charges, for the period of time reasonably necessary to move such Inventory to another appropriate facility.
- 3. Binding Effect. This contract will be binding on and inure to the benefit of the parties and their respective successors, and assigns. County's covenants hereunder are also expressly for the benefit of Westcoast's Lender and any subsequent lenders. Notwithstanding anything

herein to the contrary, this contract will not benefit any assignee of Westcoast unless the assignment is approved by County, which approval will not be unreasonably withheld.

4. Notices. All notices and other communications under this contract must be in writing and will be deemed to have been given if personally delivered, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other party:

To Westcoast Hardwoods, LLC
61909 Lone Rock Road
Grass Valley, OR 97029
Fax: 541-565-3814

With a copy to:

Victor W. VanKoten
Annala, Carey, Baker, Thompson & VanKoten, P.C.
P.O. Box 325
Hood River, OR 97031
Fax: 541-386-6242

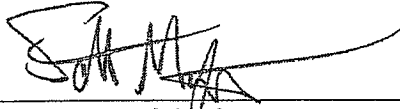
To County Administrator
Pacific County
P.O. Box 6
South Bend, WA 98586
Fax: 360-875-9335

5. Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.
6. Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as the other party may reasonably request, to carry out the intent and accomplish the purposes of this contract.
7. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of laws principals.
8. Attorney Fees. When any arbitration, suit, or action is instituted to interpret or enforce the provisions of this contract, the prevailing party will be entitled to its reasonable attorney fees incurred, including those on appeal.
9. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract will be brought in the Superior Court for Pacific County, Washington.

10. Entire Agreement. This contract constitutes the entire agreement and understanding of the parties with respect to the subject matter of this contract and supercedes all other understandings and agreements between the parties with respect to such subject matter.

DATED: June 5th, 2014

Westcoast Hardwoods, LLC

by 

Scott Meyers, Member

Board of County Commissioners for Pacific County

by _____
Steve Rogers, Chair

Willapa Bay Hardwoods, Inc.

Westcoast Hardwoods, LLC.

Operating Agreement

6-4-2014

Going forward in this Operating Agreement, both Willapa Bay Hardwoods Acquisition, LLC & Willapa Bay Hardwoods, Inc. will be referred to as "the mill" or "mill. Westcoast Hardwoods, LLC. will be referred to as WCH.

Log Purchases at the saw mill site in South Bend

When WCH purchases logs from the mill, WCH will send a purchase order for a specified quality (grade of logs) and quantity of logs. Upon the mill filling the log order, the mill will send WCH an invoice with supporting documentation from a certified State of Washington log scaler confirming quantity, grade and volume. The WCH log deck must be marked as "Property of WCH" and kept in a separate area from other logs. WCH log deck to be processed through saw mill as soon as possible to prevent staining. Mill to take any and all precautions necessary to keep logs from staining. Once WCH log deck volume is to be sawn, the mill agrees to cut only WCH logs until the volume has been completed without disruption. So once the mill begins to run the specified quantity of the Westcoast log deck it must finish it completely and quickly as possible. The mill agrees to give WCH access to its logs at any time.

Green Lumber processed at the sawn mill site in South Bend, WA.

Green lumber processed from WCH logs must be stickered the same day or very next day. Stickers must be of uniform size to keep lumber flat and straight. Good clean stickers to be used. Each stickered green unit processed from the WCH log deck to be marked "WCH" and include a process date and corresponding order number. In addition, each stickered green unit to have a separate unit# for green lumber inventory identification. Mill to take any and all precautions to keep green lumber from staining and or sticker staining. Green units to be transferred by the mill from the saw mill site safely and intact to the dry kiln/planer site. Each T/L of green stickered units being transported from the saw mill site to the dry kiln/planer site to have a Bill of Lading identifying each unit being transported. Each B/L to be faxed or scanned and e-mailed to the office of WCH. Units to be kept clean at all times during processing and transportation. Ideally for a 100,000BF lumber order, the logs will be sawn into lumber and stickered in 1 week. The mill agrees to give WCH access to its green lumber at any time.

Lumber processing at the dry kiln/planer site in Raymond, WA.

Each T/L of green lumber arriving at the dry kiln/planer site to be checked in and confirmed by the unloader that all is accurate and matching info from the saw mill. Any discrepancies must be noted and reported to WCH immediately. Each B/L to be faxed or scanned and e-mailed to the office of WCH. Once a full kiln charge has been accumulated, the mill will load the dry kiln as soon as possible and start the kiln drying process. The lumber to be properly conditioned and color set to industry standards. The

W.C. 6/5/14

Kiln dried rough lumber then to be surfaced 1/16" off nominal thickness -0" / + 1/32". Surfacing to be consistent and even from side to side and end to end of each board. No burning, sniping, excessive chatter, or tear out allowed in the face and backs of boards. Ideally a 100,000BF kiln charge volume will be surfaced and graded within 1 week. The mill grader will be instructed by both the mill and WCH of what grades will be pulled from each run. Each full unit and all partial units processed will be double strapped with corner protection under banding to prevent damaging edges of lumber. Any dunnage used by the mill to be kiln dried certified and stamped per ISPM 15 international standards. All stamped dunnage must have the certified stamp facing towards end of units so the stamp is visible for customs officials to clearly identify dunnage from end of unit. Each unit to be tallied on a net BF basis and tagged with WCH lumber tags. Each tag to be filled out with WCH order #, date, thickness, length, grade, volume. At the completion of each kiln charge run, a full grade out report to be sent to WCH via fax or e-mail.

Invoicing WCH

The mill and WCH will have agreed to pre-approved kiln dried prices WCH will pay the mill for well manufactured kiln dried lumber. Once the final planer run has been completed, the mill will send WCH an invoice with the final planer run details less the amount WCH paid for logs for related run/order. Upon receiving the mills invoice, WCH will deduct the cost of the logs for processed said order, and wire the balance of the funds to the mills account in approx. 24-48 hours.

Lumber Storage

The mill will keep all kiln dried lumber under cover, intact, and away from moisture and dirt. The mill agrees to give WCH full access to any lumber in storage at all times.

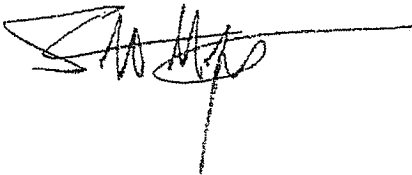
Outbound shipments

The mill agrees to load Westcoast Hardwoods, LLC. inventory according to a "Load Advisory" sent to the mill with specific instructions of items to be loaded into vans, ocean containers, and flatbed trucks. After each shipment has been made, the mill will as soon as possible fax or e-mail the detailed B/L to WCH so we can invoice our customers. Each B/L to have thickness, grade and units numbers included of product(s) loaded.

The signatures below represent that each party agrees to this Operating Agreement:

Scott Meyers

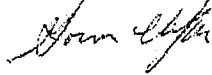
Westcoast Hardwoods, LLC.



Gordon Chaffee

Willapa Bay Hardwoods Acquisition, LLC.

Willapa Bay Hardwoods, Inc.



6/5/14



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:

6-10-14

AGENDA REQUEST FORM

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

Agenda Item #: 33

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☒ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☒ Other Personnel Policy

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: Kathy Spoor

DATE: 6-4-14

NARRATIVE OF REQUEST

Attached for your consideration is a resolution amending the County's personnel policies and procedures. This resolution amends Section 4.5, Military Leave, to comply with federal requirements (RCW ~~38.40.060~~ 38.40.060). This increases the amount of paid military leave from fifteen (15) calendar days to twenty-one (21) calendar days during each year beginning October 1st and ending the following Sept 30th.

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

Move to approve Resolution No. 2014-_____ amending Section 4.5 of the County's Personnel Policies and Procedures.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

IN THE MATTER OF ADOPTING A RESOLUTION AMENDING PERSONNEL
POLICY AND PROCEDURES FOR PACIFIC COUNTY, WASHINGTON, JANUARY
2013

WHEREAS, Personnel Policy and Procedures for Pacific County, January 2013, is a
general information guide to the County's current employment policies and rules, and

WHEREAS, Section 1.1, PURPOSE, states that the County reserves the right to amend
any of the provisions in this document, and

WHEREAS, Section 4.5, MILITARY LEAVE, currently allows full pay for up to fifteen
(15) calendar days during each calendar years while engaging in the performance of
officially ordered military duty, and

WHEREAS, RCW 38.40.060 states employees of any county that is a member of the
National guard or any branch of the service, or marine corps reserve shall be entitled to
and shall be granted military leave of absence from employment for a period not
exceeding twenty-one (21) days during each calendar year beginning with October 1st and
ending the following September 30th. During the period of military leave the employee
shall receive his or her normal pay.

WHEREAS, the County Personnel Policy and Procedures does not state these specific
State requirements for paid military leave;

NOW, THEREFORE, BE IT HEREBY RESOLVED that Section 4.5, MILITARY
LEAVE, of the Personnel Policy and Procedures of Pacific County, January 2013, is
hereby rescinded and replaced with the following:

Section 4.5 MILITARY LEAVE. In accordance with RCW 38.40.060, any officer or
employee of the County who is a member of the National Guard or of the army, navy, air
force, coast guard, or marine corps reserve of the United States shall be entitled to and
shall be granted military leave of absence from employment for a period not exceeding
twenty-one (21) days during each calendar year beginning with October 1st and ending
the following September 30th in order that the person may report for required military
duty, training or drills including those in the national guard. During the period of
military leave the employee shall receive his or her normal pay. Such military leave shall
be in addition to any vacation or sick leave to which the officer or employee might
otherwise be entitled.

PASSED by the Board of Pacific County Commissioners meeting in regular session this 10th day of June, 2014 at South Bend, Washington, by the following vote 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

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



REQUESTED MEETING DATE:

June 10, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 34

BOCC ACTION: ☒ APPROVED ☐ DENIED

Initial: mg Date: 6/10/2014

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ Legal

☒ OTHER: Authorize Chair to sign

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <u>PTP</u>	DATE: June 6, 2014
NARRATIVE OF REQUEST Please authorize the Chair to sign the "Determination of Exemption" Form (CDBG Attachment 4-C) for the Chinook Water District's CDBG Planning-Only Grant #13-65400-040. The completed form will be submitted to the Department of Commerce.	
RECOMMENDED MOTION Approve the Determination of Exemption form for Chinook Water District's DCBG Planning Only Grant; Authorize Chair to sign	

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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