

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

**Tuesday, January 27, 2015
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (Item A)

- A) Approve regular meeting minutes of January 13, 2015

CLOSE MEETING

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

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

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

**January 27, 2015
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)*
10:30 AM Meet w/ E. Wisch, DNR Pacific Cascade Regional Manager

Call to Order

Public Comment for items not listed on the agenda *(limited to three minutes per person)*

CONSENT AGENDA (Items 1-8)

Department of Public Works

- 1) Approve return of Performance Bond and Retainage Bond to Public Works from Lakeside Industries pertaining to the Sandridge Road Resurface Project to hold for the warranty period
- 2) Approve continuation of the following bonds:
 - Weyerhaeuser Columbia Timberlands regarding Road Haul Permit #2015-3
 - Weyerhaeuser regarding Road Haul Agreement #2015-5 (Pe Ell Operations) and #2015-6 (Coastal Operations)
 - Port Blakely Tree Farms regarding Road Haul Agreement #2015-4
 - Campbell Global regarding Road Haul Permit #2015-2
 - Hampton Affiliates regarding Road Haul Permit #2015-9
- 3) Approve release of Performance Bond to Scarsella Bros. regarding Road Haul Permit #2012-14

Health & Human Services Department

- 4) Approve Amendment #6 to Contract #DFC 2011-13 BBBS with Big Brothers Big Sisters of SW Washington

County Fair

- 5) Approve Amendment #1 to Maintenance Manager Employment Agreement

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Sheriff's Office

- 6) Confirm Sheriff's signature on Professional Services Agreement with Willapa Behavioral Health for the provision of school and community-based environmental drug and alcohol prevention strategies and consultation
- 7) Confirm Sheriff's signature on Interagency Agreement #IA 315-193 with WA State Parks and Recreation Commission for providing assistance to State Parks and carry out specific recreational boating safety program tasks in the county and the water within its jurisdiction including the Pacific Ocean up to three miles from shore

Boards & Commissions

- 8) Approve the reappointment of Human Services Advisory Council Members

General Business

- 9) Vendor Claims:
Warrants Numbered 125494 thru 125695 - \$370,626.16
- 10) Approve regular meeting minutes of January 13, 2015

YEARS OF SERVICES

- 11) **15 Years:** Jim Simpson (DPW)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 12) Consider approval of Digital Submittal Certification to the County Road Administration Board for the 2015 Road Levy Certification; authorize Chair to sign
- 13) Consider approval of request to advertise and fill two budgeted RMT II positions and one Traffic Control/Maintenance position
- 14) Consider approval of request to issue Call for Bids for the 2015 Chip Seal Program
- 15) Consider adoption of Resolution 2015-002 for temporary road closure for North Beach Water District watermain installation
- 16) Consider adoption of:
 - Resolution 2015-003 initiating County Road Project No. 1639
 - Resolution 2015-004 initiating County Road Project No. 1640
 - Resolution 2015-005 initiating County Road Project No. 1641

ITEMS REGARDING AUDITOR'S OFFICE

- 17) Consider approval of request to appoint Alex Gerow to the vacant Accountant position
- 18) Consider approval of request to post vacant Administrative Assistant position

ITEMS REGARDING SUPERIOR COURT

- 19) Consider approval of Interpreter Services Contract with Pete Hinton

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ITEMS REGARDING SHERIFF'S OFFICE

- 20) Consider approval of request for special assignment premium for Telecommunicator
- 21) Consider approval of request to surplus vehicles

ITEMS REGARDING BOARDS AND COMMISSIONS

- 22) Consider adoption of Resolution 2015-006 creating the Pacific County Veterans Advisory Board and approve the appointment of members

ITEMS REGARDING GENERAL BUSINESS

- 23) Consider acceptance of the Request for Proposal for Collection Agency Services from McDonald Credit Services; approve Collection Agency Services Agreement
- 24) Consider approval of Contract for Services with Joint Pacific County Housing Authority
- 25) Consider approval of Contract for Services with Crisis Support Network
- 26) Consider approval of Contract for Services with Peninsula Poverty Response Team

EXECUTIVE SESSION

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

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

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

REQUESTED MEETING DATE:

January 27, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

☐ 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: *1-09-15*

NARRATIVE OF REQUEST

Having received the final documentation and appropriate releases from the Department of Revenue, Department of Labor & Industries and Employment Security, the Sandridge Road Resurface Project MP 5.76 to MP 7.00 is complete as advertised. Please return Performance Bond No. 106117824 and Retainage Bond No. 106117825 to DPW for holding for the warranty period.

The documents were accepted in the June 24, 2014 meeting.

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



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DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 1-09-15

NARRATIVE OF REQUEST

Weyerhaeuser Columbia Timberlands from Longview (formally Longview Timber) has submitted Road Haul Permit No. 2015-3 for hauling on various roads. They have requested to extend their \$4,200 cash bond for the 2015 haul season. Please approve extension of the bond for the 2015 haul season, the bond is on file with DPW Accounting.

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



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DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 1-09-15

NARRATIVE OF REQUEST

Weyerhaeuser submitted Road Haul Agreement No. 2015-5 (PeEl Operations) and No. 2015-6 (Coastal Operations) and submitted Continuation Certificate No. 69S001011 referencing #57824910000 in the amount of \$50,000 for both operations. Please accept the Continuation Certificate, the original will be filed with DPW Accounting.

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



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DISTRIBUTION LIST:

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

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DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 1-09-15
NARRATIVE OF REQUEST Port Blakely Tree Farms submitted Road Haul Agreement No. 2015-4 for hauling on North River Road. They have a bond in the amount of \$5,825 they have requested to continue to the 2015 haul season. This bond is on file with DPW Accounting. Please approve continuation of this bond.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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REQUESTED MEETING DATE:

January 27, 2015

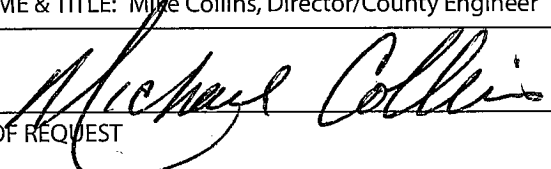
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BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: _____
		Initial: _____ Date: _____
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<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
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<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal
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DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 1-13-15
RECEIVED PACIFIC COUNTY	
JAN 13 2015	
GENERAL ADMINISTRATION BOARD OF COMMISSIONERS	
NARRATIVE OF REQUEST Campbell Global (formally known as the Campbell Group) submitted Road Haul Permit No. 2015-2. They have requested to continue their Increase Rider No. 929512727 in the amount of \$7,500 for 2015 haul. The original bond remains on file with DPW Accounting.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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AGENDA ITEM REQUEST

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DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 1-15-15

NARRATIVE OF REQUEST

Hampton Affiliates submitted Road Haul Permit No. 2015-9 for hauling on various Naselle roads. They have requested continuation of Surety Rider No. 929379236 in the amount of \$20,000 for this haul. Please approve this continuation, the original Rider is on file with DPW Accounting.

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



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AGENDA ITEM REQUEST

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DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 1-21-15

NARRATIVE OF REQUEST

In the December 20, 2012 meeting Performance Bond No. 023023546 in the amount of \$11,500 was submitted by Scarsella Bros. for Road Haul Permit No. 2012-14 which continued to Permit No. 2014-13. Scarsella has paid restoration due for hauling in 2013 and 2014. Please approve release of their performance bond that has been on file with DPW Accounting.

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



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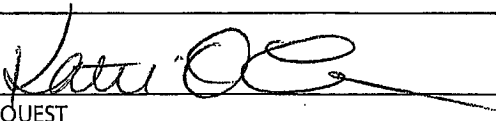
☐ NDC

☐ 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE:	PHONE / EXT: 2648
SIGNATURE: 	DATE: 1-7-2015
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #6 to contract Contract # DFC 2011-13 BBBS. This amendment adds funding for the 2014-15 (State, Federal, and County) fiscal years, amends background check language, extends the life of the contract through 2016, and provides for a new monthly invoice for services. Services provided under this contract are paid through a combination of county millage, state prevention, and federal Drug Free Communities funds. Teen Advocacy Coalition (through WBH), provide funding through their DFC grant as well. Services include school based mentoring at South Bend (and soon to be Willapa Valley) school districts, and both school and community based mentoring programs at Ocean Beach School District. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board):	

Contract # DFC 2011-13 BBBS

Big Brothers Big Sisters

2011-13

AMENDMENT #6

PURPOSE OF THE CHANGE: To amend the contract between **Big Brothers Big Sisters of Southwest Washington** and **Pacific County**.

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

1. Extends the life of the contract through December 30, 2016.
2. Exhibit B- Budget Amendment #5 is replaced in its entirety by Exhibit B- Amendment #6
3. Adds an additional \$10,000 for the fiscal year beginning January 1, 2015-December 31, 2015 and \$25,000 for the fiscal year beginning October 1, 2014-September 30, 2015.
4. Replaces previous invoice with attached invoice (amendment #6).
5. Section VIII- Criminal Background History Check, shall be deleted in its entirety and replaced with the following:

Section VIII- CRIMINAL BACKGROUND HISTORY CHECK A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to youth, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Agency elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Agency. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

In the event this agreement extends beyond a two-year period or is renewed, such background checks shall be performed annually. Background checks shall be conducted prior to any individual having any contact with children or vulnerable adult and shall be completed within 30 days from entry of this agreement. Proof of successful completion of background check shall be provided to the Pacific County Risk Manager within 60 days of the entry of this agreement.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

CONTRACTOR

Big Brothers Big Sisters of SW Washington

Steve Rogers, Chair

Signature

Date

Frank Wolfe, Commissioner

Title

Lisa Ayers, Commissioner

Attest

Marie Guernsey, Clerk of the Board

Date

Big Brothers Big Sisters of SW Washington- INVOICE Amendment #6

Mailing Address

Month/Year

Service	Funding Source	Amount Billed
Millage-Naselle, Willapa Valley, South Bend, Raymond School Districts (direct and indirect)	Millage	\$ 833.33
DBHR/PFS- Ocean Beach School District- (direct) Community Based	DBHR- PFS	\$ 1,250.00
DFC- Ocean Beach School District- (indirect/volunteer recruitment)	DFC	\$ 833.33
Total billed		\$ 2,916.67

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

Signed

Title

Date

Match Directions: Please include all time spent (for which including phone conversations, meeting prep/attendance, travel time, work between meetings, direct supervision relating to DFC. Also include any match for vehicle use, admin hours (ie. supervision, budgeting, or contracts relating to DFC) and any copies, supplies or other in kind match.

Match Description (indicate north or south county)	Who	Hours	Mileage	Copies	Admin Hours	Other (Specify)

*By initialling , you certify that the match listed has been provided by you or your agency and that it was not paid directly or indirectly by federal funds.

Contract #DFC 2011-13 BBBS*Exhibit A- Budget**Amendment #6*

Service	Amendment #5	Funding Source	Spent by
Naselle, Willapa Valley, South Bend, Raymond School Districts (direct and indirect)	\$ 10,000.00	Millage	12/31/2015
Ocean Beach School District- (direct) Community Based	\$ 15,000.00	DBHR- PFS	9/30/2015
Ocean Beach School District- (Indirect/volunteer recruitment)	\$ 10,000.00	DFC	9/30/2015
Total	\$ 35,000.00		



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beginning at 9 a.m.

REQUESTED MEETING DATE:

January 13, 2015

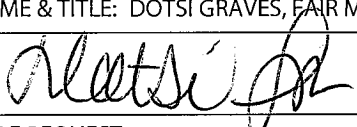
AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
<input type="checkbox"/> PACCOM	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Prosecutor
<input type="checkbox"/> Superior Court	<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Vegetation Mgmt	<input type="checkbox"/> WSU Coop. Ext.
<input type="checkbox"/> Other		

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPT OF PUBLIC WORKS	DIVISION (if applicable): FAIR
OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: 	DATE: 1/7/15
NARRATIVE OF REQUEST	
Pacific County Fair requests Board of County Commissioners to approve and sign Amendment No. 1 to the Employment Agreement for the Maintenance Manager of the Pacific County Fair with Steve Stigar.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

AMENDMENT No. 1
to the EMPLOYMENT AGREEMENT for the
MAINTENANCE MANAGER

THIS AMENDMENT No. 1 formally amends the Employment Agreement made and entered into effective the 1st day of January, 2014, by and between the Board of Pacific County Commissioners ("BOARD") through its Director of Department of Public Works ("DIRECTOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Steve Stigar, ("MAINTENANCE MANAGER"), by revising Section III. COMPENSATION and Section VI. TERM/TERMINATION as follows:

III. COMPENSATION

For services rendered pursuant to this amended agreement, the COUNTY will provide the MAINTENANCE MANAGER with a monthly salary beginning January 1, 2015 of One Thousand Two Hundred and Thirty Five Dollars (\$1,235). Annual salary reviews will take place as part of the COUNTY's normal budget process.

VI. TERM/TERMINATION

This AGREEMENT shall be deemed to have become effective the 1st of January 2015, and will continue in full force and effect through December 31st, 2015, both dates inclusive.

ALL OTHER PROVISIONS of the EMPLOYMENT AGREEMENT remain in full force and effect as per the AGREEMENT signed by both parties with the effective date of January 1, 2015.

IN WITNESS WHEREOF, the parties hereto have set their hands and the day so noted.

MAINTENANCE MANAGER

 1-6-15
Steve Stigar Date
SSN: On File

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair


ATTEST:

Frank Wolfe, Commissioner

Clerk of the Board Date

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

 1.7.14
Prosecuting Attorney 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:

01/27/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Cooperative

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

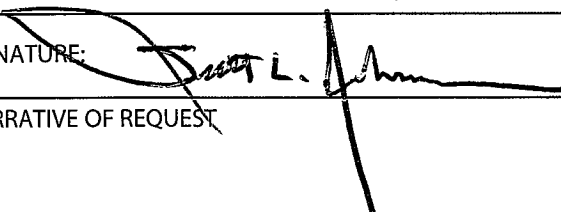
RECEIVED
PACIFIC COUNTY

JAN 13 2015

AGENDA ITEM REQUEST

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff	PHONE / EXT: ext 3395
SIGNATURE: 	DATE: 01/12/2015
NARRATIVE OF REQUEST Request the BOCC confirm the Sheriff's signature on the professional services agreement between Willapa Behavioral Health and the Pacific County Sheriff's Office to provide School & Community Based Prevention Consultant services to the Willapa Valley School District. A fully executed original will be returned to the BOCC.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between) Willapa Behavioral Health (WBH), fiscal agent for Teen Advocacy Coalition, and the Pacific County Sheriff's Office (Contractor).

The parties agree as follows:

1. Contractor's Services. The Contractor shall provide the following services to WBH (School & Community Based Prevention Consultant):
 - a. School and community-based environmental drug and alcohol prevention strategies and consultation that leads to 1) increased enforcement of existing Alcohol, Tobacco, and other drugs (ATOD) laws/policies; 2) A change in the physical design of the environment that limits youth access to tobacco, alcohol and other drugs; and 3) A change in ATOD policies and norms within the Willapa Valley School District.

All work performed under this agreement shall be done in compliance with all applicable terms and conditions contained in Exhibit A- Drug Free Communities Grant terms and conditions. The service area for all activities under this agreement shall be within the boundaries of the Willapa Valley School District. These activities will include:

- In coordination with Willapa Valley School district administration and elected school board, work to ensure best practice ATOD policies are implemented and enforced in all school district buildings.
- Provide additional enforcement of existing ATOD rules, policies, and laws during school hours and after hours at school sponsored extracurricular events.
- Provide education to administration, staff, parents, and students around ATOD laws and enforcement.
- Participate in Teen Advocacy Coalition monthly and other meetings including but not limited to ad hoc team meetings and coalition sponsored community wide events.
- Coordinate twice annual Prescription Drug Take Back events as designated by the DEA.
- 15 hours of alcohol/marijuana retailer education/compliance checks.
- In coordination with TAC Coordinator, complete 16 hours of Party Intervention Patrol.

The Contractor shall perform the required services to the satisfaction of the WBH and the Teen Advocacy Coalition. The determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

2. Payment.
 - a. WBH will pay the Contractor on an hourly basis, at the current overtime rate, for time actually spent by the Contractor in performing the required services.
 - b. Notwithstanding any other provision of this Agreement, the total compensation payable to the Contractor for services provided as a School Community Prevention Consultant under this Agreement shall not exceed \$6,750 for the period beginning October 1, 2014, and ending September 30, 2015.
 - c. Other services provided must be approved by WBH and the Teen Advocacy Coalition before they are rendered. Those services will be paid at the same hourly rate stated in (2)(a) above.
 - d. The Contractor shall bill WBH for payment. WBH will not pay for any services not rendered or expenses not incurred. Payment under this section will be full compensation for all services performed and expenses incurred by the Contractor under this agreement.

3. Effective Date. The effective date of this Agreement is October 1, 2014.
4. Termination. This Agreement shall terminate on September 30, 2015. WBH may terminate this Agreement at any earlier time and for any reason, by giving the Contractor thirty (30) days written notice of termination.
5. Independent Contractor. The Contractor is an independent contractor of WBH, and as such is not subject to WBH's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of WBH. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors.

Additionally, the Contractor makes the following assurances:

- a. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement.
 - b. The Contractor has a principal place of business that is a bona fide municipal building not subject to federal income tax.
6. Supplanting. Under the Federal "supplement not supplant" requirement, Drug Free Community Grantee's and their subcontractors (Contractor) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may an organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:
 - The agency uses Federal funds to provide services that it is required to make available under other Federal, State or local law.
 - The agency or school district uses Federal funds to provide services that it provided with non-Federal funds in the immediate prior years.

Contractor agrees that funds received under this agreement will supplement, not supplant current staffing within their organization

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

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

- b. For the purposes of this section, "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

8. Ownership of Materials. Materials created by the Contractor and paid for by WBH as a part of this Agreement shall be owned by WBH and shall be "works for hire" as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but which is not created for or paid for by WBH is owned by the Contractor; however, WBH shall have a perpetual license to use this material for WBH (internal) purposes at no charge to the WBH.
9. Compliance with Laws. Throughout the duration of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
10. Entire Agreement. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
11. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by WBH and the Contractor.
12. Confidentiality. The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement, except if CONTRACTOR discovers illegal conduct. WBH and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.
13. Insurance. The CONTRACTOR shall maintain, and upon request of WBH, provide proof of liability insurance in the amount of \$1,000,000 or greater per occurrence and \$1,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to WBH's. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
14. Standards For Fiscal Accountability.
 - a. The CONTRACTOR agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement and in compliance with OMB Circular 133, incorporated herein by reference (http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011) . The CONTRACTOR further agrees that WBH shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The CONTRACTOR shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that WBH shall have full access to and right to examine any of said materials at all reasonable times during said period
 - b. The CONTRACTOR shall:
 1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by WBH;

2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.
15. Criminal Background History Check. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to youth, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC.
16. Debarment Certification. The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by WBH.

PACIFIC COUNTY SHERIFF'S OFFICE


Signature

1-12-15
Date

Scott L. Johnson, Sheriff
Print Name & Title

WILLAPA BEHAVIORAL HEALTH

Signature

Date

Print Name & Title

Consultant Mailing Address:

PO Box 27
South Bend, WA 98586

EXHIBIT A- DFC TERMS & CONDITIONS

The Drug Free Communities Support Program (DFC) is a collaborative effort between the Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Grant awards are made available through SAMHSA with funding from ONDCP. The purpose of the funding is to address two major goals: 1) Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, and local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth; and 2) Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

While responsibility rests with the grantee for achieving the primary goals of the program, SAMHSA and its designated representatives shall monitor and provide continuing technical assistance, consultation, and coordination in the conduct of the project during the funding period. In addition to these terms and conditions and the applicable statutes and regulations, grantees are bound by the DHHS Grants Policy Statement and all requirements in the Program Announcement for the FY 2014 DFC.

SPECIAL TERMS OF AWARD:

Failure to comply with special terms and conditions may result in a drawdown restriction on your Payment Management Account or denial of funding in the future.

1. Grantee must receive and expend non-federal matching funds as required in the Program Announcement. In-kind support may also be used to satisfy the match requirement.
2. Grantee must collect, on a biennial basis, the following data on youth consistent with the geographic area served by the coalition: (1) age of onset of any drug (including alcohol, marijuana and tobacco); (2) frequency of drug use in the past 30 days (including alcohol, marijuana and tobacco); (3) perception of risk or harm; and (4) perception of disapproval of use by adults (including alcohol, marijuana and tobacco), or other measures as identified by ONDCP. The grantee should report on youth in at least three grades. The size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.
3. The Division of Grants Management at SAMHSA conducts a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 92.12, as applicable. The restriction will affect the drawdown of funds from the Payment Management System; all drawdown's will require the prior approval of the applicable GMS.

STANDARD TERMS OF AWARD:

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
2. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
3. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

4. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used as a program income.
5. Program income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and
6. Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").
7. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
8. No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
9. Restrictions on Grantee Lobbying
(c) Title 18 > Part I > Chapter 93 > Section 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352.
10. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Office of National Drug Control Policy or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
11. If federal funds are used by the grantee to attend a meeting and meal(s) are provided as part of the program, then the per diem applied to the travel costs must be reduced by the allotted meal costs.
12. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

13. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to www.samhsa.gov/grants/trafficking.aspx.

The DFC Semi-Annual Progress Reports are due to be submitted through the Coalition Online Management and Evaluation Tool (COMET) on the following dates unless otherwise instructed by ONDCP through your GPO:

February and August annually

1. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Federal Audit Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online at: <http://harvester.census.gov/fac/collect/ddeindex.html>

ENVIRONMENTAL STRATEGIES:

Coalitions are expected to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.). Specific strategies include rules and regulations, community norms, and access to alcohol and other drugs. Therefore, effective prevention requires intervention in various facets of community life that are designed to create change within a whole community.

DFC coalitions are more likely to be successful in meeting their objectives if they work collaboratively to utilize environmental strategies. Non-government funds may be used for activities or interventions directed at specific individuals or small groups, however the primary purpose of the Federal funding in a DFC grant is to strengthen the capacity of coalitions to reduce and prevent youth substance use in the community by generating positive population-level, lasting environmental change. If an applicant has identified a community need for individualized or small-group targeted 'directed activities, practices, strategies or interventions,' these should be leveraged in coordination with local partners and/or funded primarily utilizing non-Federal and/or in-kind match dollars. All responses to special terms and conditions of award and post-award requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857
For Overnight or Direct Delivery:
Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857



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

5
BOH/BOCC meet 2nd and
4th Tuesday of each month,
beginning at 9 a.m.

REQUESTED MEETING DATE:

01/27/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

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TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

DISTRIBUTION LIST:

☐ RF

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☐ Superior Court

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☐ EMA

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☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

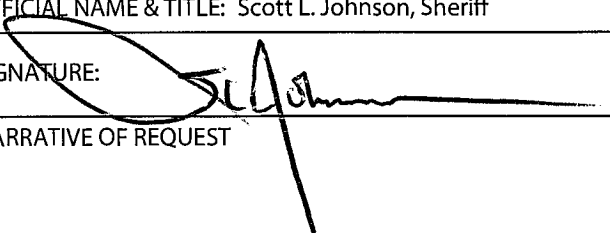
☐ Other

RECEIVED
PACIFIC COUNTY

AGENDA ITEM REQUEST

JAN 13 2015

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

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable): GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff	PHONE / EXT: ext 3395
SIGNATURE: 	DATE: 01/12/2015
NARRATIVE OF REQUEST Request the BOCC confirm the Sheriff's signature on Interagency Agreement #IA-315-193 between Washington State Parks and Recreation Commission and Pacific County Sheriff's Office. A fully executed original was provided to the BOCC o/a 12/26/2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

APPROVED

DEC 01 2014

Pacific County Sheriff
Scott L. Johnson

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

PACIFIC COUNTY SHERIFF'S OFFICE

RECEIVED ON

AGREEMENT# IA 315-193

DEC 11 2014

**CONTRACTS AND
PROCUREMENT**

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Pacific County Sheriff's Office hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the scope of work below:

INTENT:

Parks and County agree that it is in the best interest of the citizens for Pacific County to invest in its boating safety capabilities to support the Parks and U.S. Coast Guard's Recreational Boating Safety Program (RBS) to meet mandates in RCW 79A.05.310 promoting recreational boating safety. Furthermore, the Pacific County Sheriff's Office recognizes that it has the responsibility to address and support recreational boating activities occurring on the waterways within the county's jurisdiction as specified in RCW 36.04.250. Parks recognizes that, in the short term, County does not have the financial resources to invest in a recreational boating safety program and is therefore willing to provide start-up funding to help it achieve approved program status resulting in funding in the form of vessel registration fees. In return for this start-up funding, County agrees to make a good faith effort to promote safe boating within its jurisdiction working in cooperation with other agencies to support RBS patrols, community awareness, education, compliance with boating requirements, and work toward meeting the criteria of an "approved program" satisfying all the criteria in WAC 352.65 by May 1, 2015.

SCOPE OF WORK:

The funds are for the Pacific County Sheriff's Office to assist Parks and carry out specific recreational boating safety program tasks in the county and the waters within its jurisdiction including the Pacific Ocean up to three miles from shore. The funding is provided to support the County for the promotion of recreational boating safety and to accomplish the work specified below during the term of the Agreement:

Operational Readiness: Maintain the patrol vessel in a ready condition to respond or coordinate response to recreational boating emergencies that occur within its jurisdiction. Such emergencies may include swift water response, open water rescue, ice rescue, vessel fire, overdue boater search, or other boating-related emergencies or distress calls.

Recreational Boating Safety Vessel Inspections: Ensure at least 100 written vessel inspections during periods when boats are being launched and the weather is suitable for boating activities. Collaborating

with a volunteer organization, such as the US Coast Guard Auxiliary or US Power Squadron, is an acceptable means to achieve this goal. Copies shall be submitted with each quarterly Summary of Activity Report (SOAR).

Program vessel costs: Vessel maintenance, equipment repair and replacement, including the purchase of new equipment required under state regulations, but not currently on the vessel as of the contract date; and, the operating costs of the Contractor's patrol boat are valid expenses that may be paid for with these funds;

Boating Safety Education: Make a good faith effort to provide PARKS' *Adventures in Boating* education classes by working with the Coast Guard Auxiliary, US Power Squadron or other entity by offering facilities, promotion, and other support to conduct these classes so that 50 students receive a certificate of completion. Funds may be used for the cost of supplies and other goods and services necessary to prepare, conduct and complete the classes. All instructors teaching this class must have successfully completed the State Parks approved instructor training course and utilize State Parks approved instructional materials.

Training: schedule at least one deputy to attend state course CJTC 0460 Basic Marine Law Enforcement training to patrol for enforcement of regulations, response to boating incidents, assisting boaters in distress, and fulfilling accident reporting and investigation requirements.

A letter from the Pacific County Sheriff addressed to the Washington State Parks and Recreation Commission, describing Pacific County's commitment and plans to meet the criteria of WAC 352-65 to achieve approved program status by May 1, 2015.

Quarterly Submittals:

- A quarterly SOAR as provided by Parks to document the County's recreational boating safety program activities.
- County will provide the names of the individuals performing the activities and the number of hours each person spent performing each activity. The SOAR will be filled out electronically and submitted by email per Parks instructions. A copy of the SOAR will also be printed, signed by the Sheriff and submitted by mail to Parks.
- Copies of all inspection/examination forms completed during each quarter (including those completed by volunteer organizations when they work in conjunction with the County Sheriff's Office) to document activities. Parks will provide vessel inspection forms. If the Parks forms are used, submit the yellow copy of each form completed.
- A daily contact sheet detailing recreational boating safety contacts made during agency operations. The Contact sheet must include the name of the individual performing the operation, start/completion time a description of the vessel and individual contacted, and include the vessel registration number or documented vessel name.
- Copy of any attendance rosters listing partner agencies worked with and the individuals who successfully completed the required *Adventures in Boating* classes, instructors, and copies of all billing expenditures for the cost of supplies, light refreshments and other goods & services to teach each class.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on December 12, 2015, and be completed on September 30, 2015, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Thirteen Thousand and No/100ths (\$13,000.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Each invoice voucher submitted to Parks by County shall include copies of all invoice billings for pre-approved expenditures essential for the operation and maintenance of the County's patrol vessel.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

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

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Scott Johnson, Sheriff, Pacific County Sheriff's Office, PO Box 27, South Bend, WA 98586-0027, telephone (360) 875-9397, email address: sjohnson@co.pacific.wa.us.

The Project Representative for PARKS is: Hoyle Hodges, Boating Program, PO Box 42650, Olympia, WA 98504-2650, telephone (360) 902-8835, email address: hoyle.hodges@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and
Recreation Commission

By: 

Title: CEO

Date: 12/15/14

Pacific County Sheriff's Office

By: 

Title: SHERIFF

Date: 12-10-14

Approved As To Form:
William Van Hook
Asst. Attorney General 02/20/07

Cost Code: 155L0

RECEIVED ON

DEC 11 2014

CONTRACTS AND
PROCUREMENT



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:

1/27/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED

☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

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☐ 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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 1/13/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the reappointment of Human Services Advisory Council Members	

**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, January 27, 2015, 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:

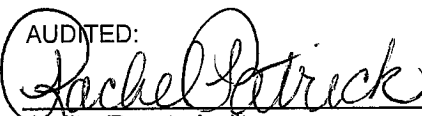
Vendors Claim Fund No. 692

125494 thru 125695 \$ 370,626.16

Warrants Dated: January 16, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JAN 20 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

1/27/15 Agenda
(S)

Years of Service Report January 2015

Total Years of Service

15

Employee Name

Date of Hire

Calculation Date

ID Number

James Simpson

6/1/1999

1/1/2000

SIMPJ

1/12/14 - Confirmed w/ Amber - KB
Tuesday, December 02, 2014

1/8/15 - copy to Lisa - KB



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:

January 27, 2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ 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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 1-08-15

NARRATIVE OF REQUEST

Attached is the Road Levy Certification Form for 2015 for the County Road Administration Board.

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

DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD
FOR 2015 Road Levy Certification

County # 25

County Name PACIFIC

Required Submittal Date: **February 1, 2015**

The document checked below is hereby submitted from the county named above for the review and acceptance of the County Road Administration Board.



Road Levy Certification for 2015

Chair / Executive

Date:

County Engineer

Date

For CRAB Use Only

CERTIFICATION OF THE 2015 ROAD LEVY, AND ESTIMATED REVENUE PRODUCED
(year) (WAC 136-150-021)

	(\$/Thousand)	Road District Valuation	Highest Lawful Road Levy
Highest Lawful Road Levy:			
(see instructions):	<u>\$ 1.814323</u>	<u>\$ 1,682,475,778</u>	<u>\$ 3,052,555.00</u>
		(2)	(3)

Adjusted Highest Lawful Road Levy:			
(\$/Thousand)	Road District Valuation	Adjusted Highest Rd Levy	
\$ 1.814323	\$ 1,682,475,778	\$ 3,052,555.00	
	(2)	(5) = (3)-(4)	

Actual Established Road Levy:			
(see instructions):	(\$/Thousand)	Road District Valuation	Actual Road Levy Amount
Levy Fixed in Accordance with RCW 36.40.090:	<u>\$ 1.814323</u>	<u>\$ 1,682,475,778</u> (2)	<u>\$ 3,052,555.00</u> (6)

Service to be Provided:	Diverted \$/Thousand	Diverted Levy Amount:
Traffic Law Enforcement (36.33.220)	\$ -	(8)
(7)	\$ -	(10)
(9) * Total Diverted Road Levy:	\$ -	- (11) = (8)+(10)

Road Levy Revenue Remaining for Roads (RCW 36.82.040)	<u>\$ 1.814323</u>	<u>\$ 3,052,555.00</u> (12) = (6)-(11)
---	--------------------	---

	<i>Funded Through:</i>	<i>Budgeted Amount:</i>
1 Traffic Law Enforcement	Operating Transfer (per agreement)	(13)
2 Traffic Law Enforcement	Direct Payment (cost reimbursement)	\$ 299,964.00
		(14)
	* Total <u>Budgeted</u> Road Fund Expenditures for Traffic Enforcement:	\$ 299,964.00
		(15)

Note: WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".



Board of Pacific County Commissioners
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Phone 360/875.9337 / Fax 360/875.9335

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

REQUESTED MEETING DATE:

January 27, 2015

AGENDA REQUEST FORM

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

Agenda Item #:

BOCC ACTION: ☐ APPROVED ☐ DENIED

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☐ 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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 1-10-15
NARRATIVE OF REQUEST	
<p>This office requests permission to advertise and fill the vacant positions funded in the 2015 budget approvals to include; RMTII - Long Beach Facility and RMT II - Raymond Facility.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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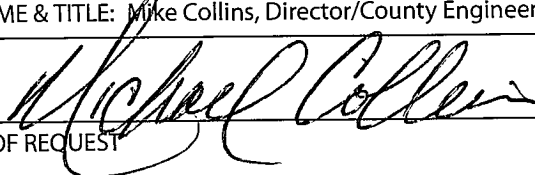
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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 1-16-15
NARRATIVE OF REQUEST This office requests permission to advertise and fill the Traffic Control/Maintenance Technician position in the Long Beach Facility funded in the 2015 budget approval.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Board of Pacific County Commissioners
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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: 1-16-15

NARRATIVE OF REQUEST

This office requests permission to advertise and fill the Traffic Control/Maintenance Technician position in the Long Beach Facility funded in the 2015 budget approval.

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



Board of Pacific County Commissioners
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REQUESTED MEETING DATE:

01/27/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: 01/09/15

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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Review: ☐ Clerk of the Board

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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):

OFFICIAL NAME & TITLE: MICHAEL COLLINS, Director/County Engineer

PHONE / EXT:

SIGNATURE: *Michael Collins*

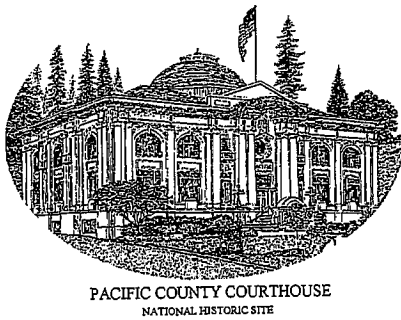
DATE:

01/09/15

NARRATIVE OF REQUEST

Requesting permission to advertise for the purchase of chip rock for the 2015 Chip Seal Program. This purchase is budgeted in the 2015 maintenance budget. (Quantities memo is attached)

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



COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Pacific County is an Equal Opportunity Employer

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: January 9, 2015
TO: Board of County Commissioners
FROM: Mike Collins, Director/County Engineer
CC: Andi Harland and Cassie Ogilvie
RE: **Request to Advertise for Chip Rock Bid No. 2015-01**

The Department of Public Works requests permission to advertise for the purchase of chip rock for the 2015 chip seal program.

Public Works requests the bid opening date be set for Thursday, February 19th, at 9:00 AM with award of the contract at the regular February 24th, 2015 Commissioners Meeting.

NORTH COUNTY	QUANTITY
Willapa Stockpile	2,500 tons

Unit price includes haul.

This purchase is budgeted in the 2015 maintenance budget.

Thank you for your consideration.

**PROPOSAL FOR
CHIP ROCK BID NO. 2015-01**

FROM: _____
(Name of Company)

Bid Opening: February 19th, 2015 at 9:00 AM

Location: Office of the Clerk of the Board, Courthouse Annex, South Bend, WA

PROPOSAL INSTRUCTIONS

1. All bids submitted shall use this proposal form, signed and dated by a company representative.
2. The proposal form must be accompanied with a proposal guarantee in the amount of five (5%) percent of the largest award the vendor will accept.
3. Unit prices for all items, all extensions, and total amount of bid should be shown.
4. Pacific County will award this proposal based on the best value to the County and will award the entire quantity for North County to the same vendor.
5. The unit costs in the Material Section shall remain in effect until December 31, 2015.
6. **North County will be AWARDED as a WHOLE .**
7. **Individual Unit Costs Per Site WILL NOT be evaluated.**

Item	Quantities	Description		Amount (exclusive of Sales Tax)
1	2,500 Tons North County	½" to #4 Chip Rock WSDOT Spec. #9-03.4(2) Delivered to North County Site, Willapa Stock Pile		

The undersigned hereby certifies that they have examined and thoroughly understand the specifications, work, and contract terms embraced in this proposal, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this "Proposal".

Signature of Agent and Date	Telephone Number
Mailing Address	Fax Number
City, State, Zip	Plant Site Manufacture Product

BEFORE THE BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

BID NO. 2015-01

IT IS HEREBY ORDERED that it is the intention of the Board of Pacific County Commissioners to call for bids for "**CHIPROCK – BID NO. 2015-01**". Sealed bids will be received until the hour of **9:00 AM** on **February 19th, 2015** in the Commissioners' Office of the Pacific County Annex, 1216 West Robert Bush Drive, Suite F, South Bend, WA 98586 and then opened and read aloud.

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time shall be null and void and returned to the bidder.

The Clerk of the Board is directed to advertise for bids and the County Director of Public Works/County Engineer is directed to prepare specifications for the above "**CHIPROCK – BID NO. 2015-01**".

The Board of County Commissioners reserves the right to reject any or all bids or waive any or all irregularities.

DATED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Attest:

Commissioner

Clerk of the Board

Commissioner

PUBLIC NOTICE

CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners' and the Director of Public Works/County Engineer, or designee, in the Commissioners' Office at the Pacific County Annex Building at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of **9:00 AM** or as soon as possible thereafter, on **February 19th, 2015**:

**"CHIP ROCK
BID NO. 2015-01**

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Postal Service (PO Box 187) in South Bend, Washington 98586-0187, prior to the normal closing time of the last business day proceeding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the County Commissioners Office at 1216 West Robert Bush Drive, Suite F, South Bend, Washington, until the time and date of the bid opening. Any bids received after that time shall be null and void and returned to the bidder.

Bid proposals shall be clearly marked **"CHIP ROCK BID NO. 2015-01"** together with the name and address of the bidder on the outside of the envelope.

Specifications and proposal forms must be secured from the Department of Public Works, PO Box 66, South Bend, WA 98586-0066, Telephone (360) 875-9368 or (360) 642-9368.

Pacific County reserves the right to reject any or all bids or waive any or all regularities.

DATED this _____ day of _____, 2014.

Clerk of the Board



COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

INVITATION TO BID

BID NO. 2015-01 CHIP ROCK

DATE: January 27, 2015

TO: ROCK SUPPLIERS

Pacific County is currently calling for Chip Rock bids. Since you have either supplied or contacted us to supply this type of material in the past, the enclosed bid documents are being forwarded to you by fax and regular mail for your convenience.

This year, Pacific County will guarantee a minimum quantity award. The actual quantity, determined by the purchase order to the successful bidders, may exceed the minimum quantity listed.

As a reminder to anyone bidding, please do not forget the bid surety with your proposals. And, if you are providing more than one proposal, the bid bond or surety must be based on 5% of your highest bid amount.

If you have any questions regarding this bid or the procedure, please contact Michael Collins at (360) 875-9368 or (360) 642-9368.

Sincerely,

Michael Collins, P.E., P.L.S.
Director/County Engineer

INVITATION TO BID

BID OPENING DATE: Wednesday, February 19th, 2015 **TIME:** 9:00 AM
LOCATION: OFFICE OF THE CLERK OF THE BOARD
ANNEX BUILDING
1216 W ROBERT BUSH DRIVE, SUITE F
SOUTH BEND, WA 98586
BID TITLE: CHIP ROCK
BID NO.: 2015-01
DEPARTMENT: PUBLIC WORKS

1. NOTICE TO ALL BIDDERS

You are hereby notified that it is Pacific County's intent to establish a standard of quality and performance by use of these specifications and not an attempt to limit competition. You are, therefore, encouraged to bid at variance with those specifications which you considered immaterial to the overall operation and performance. Pacific County Department of Public Works reserves the right to include in their analysis of responsible bidders, the past and/or anticipated performance of either the bidder or the product being bid. NOTE: A response is required to the OFFERED column for each item described. Use the terms "as specified" or "exceeds specifications" or like phrases when applicable. If variances are being bid, this must be shown on these specifications. Describe the variance in detail in the OFFERED column or on attached sheets. Attached descriptive materials may be referred to, but cannot be accepted as a variance unless specifically noted on the Bid Proposal and on these Technical Specifications.

2. INTERLOCAL COOPERATIVE ACT

Political subdivisions of the State of Washington are allowed to purchase from Pacific County bids in accordance with RCW 39.34 Interlocal Cooperative Act. Bidder agrees to sell at the same price, terms and conditions, subject to sellers approval at the time of the requested sale.

3. INSTRUCTIONS TO BIDDERS

PROPOSAL Proposals must be enclosed in a sealed envelope and mailed or delivered to the **Office of the Clerk of the Board, PO Box 187, South Bend, WA 98586-0187 or 1216 W. Robert Bush Drive, South Bend, WA 98586**. The outside of the envelope shall plainly identify the subject of the bid and the bid number. All proposals must be clearly and distinctly typed or written with ink or indelible pencil. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw his proposal. All Fax requests from the Bidder must be received prior to the scheduled closing of the bidding.

No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or his authorized representative. All proposals must be on the form furnished by Pacific County or they may be rejected by Pacific County. Where plans and specifications are attached

to the proposal and request an offer comment, they are to be returned by the Bidder with the proposal.

Proposals will be received at one of the following locations, before the specified bid opening time:

- A. Proposals delivered by the US Postal Service must be delivered to the US Post Office to PO Box 187, South Bend, WA 98586-0187, prior to normal closing time of the last business day preceding the date of proposal opening.
- B. Proposals will be received by special delivery to the Clerk of the Board of Pacific County Commissioners in the Pacific County Courthouse Annex at 1216 W. Robert Bush Drive, South Bend, WA 98586, until the time and date of the bid opening. Any proposals received after that time shall be null and void and shall be returned to the Bidder.

4. ALTERATION OF PROPOSAL

Prior to bid opening, a Bidder may FAX any modification to their bid that does not alter their unit cost. Modifications that affect the unit price must be presented in a sealed envelope prior to the opening. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Pacific County will prevail.

5. LATE PROPOSALS

Proposals received after the scheduled closing time for filing are not to be considered and without further process, returned.

6. MODIFICATION OF PROPOSAL

Pacific County will consider any modification to a successful Bidder's proposal that makes the terms of the bid more favorable or advantageous to Pacific County. To be effective, every modification must be made in writing over the signature of the Bidder.

7. INVESTIGATION

The Bidder shall make all investigations necessary to inform him/her regarding the item or items to be furnished.

8. IMMATERIAL VARIANCES

Pacific County reserves the right to determine if equipment or materials which comply substantially, but not entirely, in quality and performance with the specifications are acceptable to Pacific County, and if any variance listed by the Bidder in this proposal is material or immaterial.

9. FIRM PRICE CLAUSE

The prices submitted will be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices will govern.

10. DISCOUNTS

There are no discounts associated with this bidding package.

11. BID/PERFORMANCE SURETY

A bid deposit as a surety bond, postal money order, cash, certified check or cashier's check in an amount of five (5%) percent of the unit price is required. Bid surety for the successful Bidder will be retained and released upon Pacific County's acceptance of the equipment/material purchased pursuant to this bid.

12. TAXES

Pacific County is required to pay Washington State Sales or Use Tax. Tax shall be shown separate from the bid, and is not a factor for award. Pacific County is exempt from Federal Excise and Transportation taxes.

13. BASIS OF AWARD

Pacific County will award to the most responsible Bidder submitting the most advantageous bid based on the minimum quantity. The most advantageous bid is determined from unit price, availability, product performance, and transportation costs. Pacific County reserves the right to reject bids in whole or in part, and to waive irregularities not affecting substantial rights.

14. COST OF PROPOSAL

This invitation to bid does not commit Pacific County to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

15. CONFLICT OF INTEREST

A bidder filing a proposal thereby certifies that no officer, agent or employee of Pacific County who has a pecuniary interest in this bid has participated in the contract negotiations on the part of Pacific County that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

SPECIAL CONDITIONS

16. SILENCE OF SPECIFICATIONS

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point, should be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. Any exception to this specification is cause for rejection.

17. STANDARD OF QUALITY

All material offered against this specification shall be of the highest quality as offered to the trade in general.

18. QUANTITIES

Due to budget and expected high oil cost, the quantity of aggregate may vary. However, for the Bidder to provide competitive bidding, Pacific County will at least guarantee purchase of a minimum quantity.

19. MULTIPLE PROPOSALS

Bidders may submit more than one proposal. However, each proposal package must be complete in every respect and include a Proposal Page and all specifications, and be individually marked as "Proposal One", "Proposal Two" etc.

20. BID QUESTIONS

For questions regarding the bid instructions, specifications or proposal, please call (360) 875-9368 or (360) 642-9368, referencing the specific bid.

21. PREVAILING WAGE RATES

The vendor is exempt from paying prevailing wage rates for this proposal to provide material at the per ton rate.

LAWS TO BE OBSERVED

Comply with all laws, ordinances, and regulations – Federal, State, or Local – that affect work under the contract. Indemnify and save harmless Pacific County against any claims that may arise because the Contractor (or any employee of the Contractor or subcontractor) violated a legal requirement.

RESPONSIBILITY FOR DAMAGE

The County, Board of County Commissioners, County Engineer and all officers and employees of the County will not be responsible, in any manner, for any loss or damage that may happen to the work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for any liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the work, or before final acceptance.

Subject to the limitations in this section, the Contractor shall indemnify, defend and save harmless the County, Board of County Commissioners, County Engineer, and all officers and employees of the County from all claims, suits, or actions brought for injuries to, or death of, any person or damages resulting from construction of the work or in consequence of any negligent action regarding the work, the use of any improper materials in the work, caused in whole or in

part by any action or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the County may retain so much of the money due the Contractor as deemed necessary by the County Engineer to ensure indemnification until disposition has been made of such suits or claims.

The Contractor will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee'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 section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur because of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

COUNTY ENGINEER

When referenced, it shall mean the County Engineer for Pacific County or his or her appointed representative.

CONTRACTUAL COMMITMENT

Both Pacific County and the successful Bidder agree that terms herein stated become the contract when Pacific County issues the purchase order, and the Bidder accepts the purchase order and initiates manufacturing and supplying material.

SUBCONTRACTING

A Subcontractor will not be permitted to perform any work under the contract until the Prime Contractor completes and submits the following document to the County Engineer: Request to Sublet Work (Form 421-012). Before work under a subcontractor can begin, the County Engineer must approve the request.

The payment of any estimate or retained percentage shall not relieve the Contractor of the obligation to make good any defective work or materials.

RESOLVING DISPUTES

If disputes occur during a contract, the Contractor shall pursue resolution through the County Engineer.

If a disagreement arises with anything required in a change order, another written order, or an oral order from the County Engineer, including any direction, instruction, interpretation, or determination by the County Engineer, the Contractor shall:

1. Immediately give a signed, written notice of protest to the County Engineer or the County Engineer's field inspectors before doing the work;
2. Supplement the written protest within 15 calendar days, with a written statement providing the following:
 - a. The date of the protested order;
 - b. The nature and circumstances causing the protest;
 - c. The contract provisions that support the protest;
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined; and
 - e. Any analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
3. If the protest is continuing, the information required above, shall be supplemented as requested by the County Engineer. In addition, the Contractor shall provide the County Engineer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, keep complete records of extra costs and time incurred. The Contractor shall permit the County Engineer access to these and any other records needed for evaluating the protest. The County Engineer will evaluate all protests provided the procedures in this section are followed. If the County Engineer determines that a protest is valid, the County Engineer will adjust payment for work or time by an equitable adjustment in accordance with the section on Equitable Adjustment. The County Engineer will evaluate extensions of time. Adjustment will not be made for an invalid protest.

In spite of any protest, the Contractor shall proceed promptly with the work as the County Engineer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it; (2) writing a separate acceptance; or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section, shall be full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays, related to any work either covered or affected by change.

By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the County Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

By failing to follow the procedures of this section, and the section of claims, the Contractor completely waives any claims for protested work.

EQUITABLE ADJUSTMENT

The equitable adjustment shall be determined in one or more of the following ways:

1. If the parties are able to agree, the price will be determined by using:
 - a. Unit prices; or
 - b. Other agreed upon prices.
2. If the parties cannot agree, the County Engineer's price will be determined by using:
 - a. Unit prices; or
 - b. Other means to establish costs.

The following limitations shall apply in determining the amount of equitable adjustment:

1. The equipment rates shall be actual cost, but shall not exceed the rates set forth in AGC/WDOT Equipment Rental Agreement in effect at the time the work is performed.
2. No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.

CLAIMS

If the Contractor claims that additional payment is due and the Contractor has pursued and exhausted all the means provided in the section "Resolving Disputes", the Contractor may file a claim as contained herein.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Obtain and maintain in full force and effect during the term of the contract, public liability and property damage insurance with insurance companies or through sources approved by the State Insurance Commissioner, pursuant to Title 48 RCW.

When the Contractor delivers the executed proposal for the work to the Contracting Agency, it shall be accompanied by a Certificate of Insurance (or a Certificate and a Binder) for a primary policy of Comprehensive General Liability Insurance, meeting the requirements set forth hereinafter. The insurance policy provided must be on a per occurrence basis; no claims made policy will be accepted. The insurance provided must be with an insurance company with a Best Rating of B+7 or equivalent. The Contracting Agency reserves the right to approve the security of the insurance provided, the company, terms and coverage, and the Certificate of Insurance. Failure of the Contractor to fully comply during the term of the Contract with these requirements will be considered a material breach of contract and shall be cause for immediate termination of the Contract at the option of the Contracting Agency.

The policy of insurance shall specifically name the Contracting Agency and any other entity specifically required by the Contract Provisions, as an additional insured. The Contracting Agency shall be given 20 days prior written notice of any cancellation, reduction or modification of the insurance.

The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency. Insurance shall provide coverage to the Contractor, all subcontractors, and the Contracting Agency. The coverage shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor or the subcontractor, or by anyone directly or indirectly employed by either of them.

Upon request, the Contractor shall forward to the Contracting Agency the original policy, or endorsement obtained, to a Contractor's policy currently in force.

COVERAGES

The insurance shall provide the minimum coverage set forth below:

- a. Extended Bodily Injury;
- b. Employees as Additional Insured;
- c. Premises/Operations Liability (M&C);
- d. Owners and Contractors Protective Liability;
- e. Products and Completed Operations Liability (through guaranteed period);
- f. Blank Contractual Liability
- g. Broad Form Property Damage Liability
- h. Personal Injury, including coverage A, B, C, with no employee exclusions;
- i. Stop Gap or Employers Contingent Liability;
- j. Automobile Liability, including coverage for owner, non-owned, leased or hired vehicles;
- k. Explosion, Collapse, Underground Damage (XCU), as applicable.

LIMITS

All coverage combined single limit:
\$1,000,000 per occurrence, nondeductible.

Providing coverage in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

APPLICABLE LAW AND VENUE

This contract is construed and interpreted in accordance with the laws of the State of Washington. The venue of any claims or causes of accidents arising from this contract shall be in Pacific County Superior Court.

For convenience of the parties to this contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Contracting Agency arising from this contract shall be brought within 180 days from the date of Final Acceptance of the Contract by the Contracting

Agency. The parties understand and agree that the Contractor's failure to bring suit within the time period provided should be a complete bar to any such claims or causes of action.

It is further mutually agreed by the parties that when any claims or causes of action, which a Contractor asserts against the Contracting Agency, arising from this contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or actions.

DRUG FREE WORK PLACE POLICY

As Pacific County subscribes to a "Drug Free Work Place Policy" and a "Fit for Work Policy", all independent contractors delivering aggregate to Pacific County are required to submit to self certification that drug and alcohol testing is being performed and in compliance with Federal Highway Administration Rules. That certification shall summarize procedures being used and shall be signed by the individual managing the program and notarized.

DESCRIPTION OF WORK

The specification defines aggregate used for Light Bituminous Surface Treatment (LBST) with CRS-2P grade paving oil. The successful Bidder will provide the product and deliver the material to the designated stockpile sites.

IN VENDOR'S STOCKPILE

The vendor will manufacture and stockpile the product at their facility. It is understood that should aggregate fail to meet specification at anytime prior to transport, it remains rejected until corrective measure bring the aggregate back into specification.

The Bidder will, as incidental to the unit price, provide loading and scale services. Contamination of the aggregate in the loading process is reason for rejection, and trucks must be loaded to reasonably maximize their gross capacity.

PRODUCTION FROM QUARRY AND PIT SITES

This work shall be performed in accordance with Division 3 of the WSDOT Standard Specifications 3-01 through 3-01.6.

MATERIAL SPECIFICATION

Chip seal rock ½" to #4 shall be manufactured, in accordance with the requirements of the 2014 WSDOT Standard Specifications Section 9-03.4(2).

STOCKPILING AGGREGATES

All stockpiling activities shall be performed in accordance with WSDOT Standard Specifications Article 3-02 through 3-02.5. The supplied material will not haul from a belt-generated stockpile. Material must be (1) stockpiled in accordance with the above-mentioned specification; or (2) must be delivered to the designated stockpile sites. Pacific County will provide a loader and operator at the stockpile sites to shape the piles.

NORTH COUNTY	QUANTITY	ADDRESS
Willapa Stock Pile	2500 tons	Willapa Rd.
Total tons for No. Co.	2500 tons	

CONTROL OF MATERIAL

Promptly after receiving the contract award, the Contractor shall notify the County Engineer of all proposed material sources. If approved sources are unable to provide acceptable or uniform products, the Contractor shall locate other sources and obtain approval for them. All materials and articles incorporated into this contract:

1. Shall meet the requirements of the contract and be approved by the County Engineer.
2. May be inspected or tested at any time during their preparation and use.
3. Shall be rejected if they become out of compliance by contamination before transport.

ACCEPTANCE OF MATERIALS

Samples and Tests for Acceptance All field and laboratory materials testing by the County Engineer will follow methods described in the Contract documents and in the Washington State Department of Transportation Laboratory Manual.

MEASUREMENT

Measurement for "Aggregate" shall be per ton.

TIME FOR COMPLETION

The vendor shall have the full quantity of aggregate processed and delivered no later than June 1, 2015.

PAYMENT

The unit price for "Aggregate", per ton, shall be full compensation for all work to produce the aggregate, but not limited to: stockpiling at a contractor provided site, loading into trucks and maximizing truck weight, weighing the trucks on certified scales, weight tickets, all permits required by Department of Natural Resources or other agencies, and reclamation and cleanup of the pit and stockpile site, if required.

Monthly progress invoices must include the following information to qualify for prompt payment:

1. Date;
2. Truck number;
3. Daily tare weight for each truck;
4. Weight ticket number;
5. Gross load and net load;
6. Daily tonnage total;
7. Invoice tonnage total.



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:

January 27, 2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #:

Initial:

Date:

☐ 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

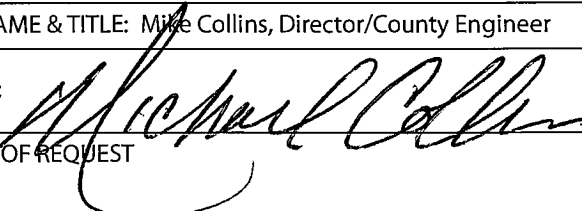
☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 1-13-15
NARRATIVE OF REQUEST	RECEIVED PACIFIC COUNTY JAN 13 2015 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
Attached for your review and execution is a resolution for temporary road closure for North Beach Water District Watermain Installation. Resolution 2014-050 was executed for this work to be performed in January, which has now been delayed until February, 2015. Your consideration is appreciated.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2015- _____

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

WHEREAS, Resolution 2014-050 was executed by the Board of County Commissioners on
December 9, 2014; and

WHEREAS, at the request of North Beach Water District the dates for temporary road closure
mentioned in Resolution No. 2014-050 were modified; and

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

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

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

WHEREAS, the closure is expected to begin Monday, February 2, 2015 and conclude by Friday,
February 6, 2015 and will not be open to traffic at the conclusion of each work day; and

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

BE IT HEREBY RESOLVED that Resolution No. 2014-050 is hereby rescinded, and

IT IS FURTHER RESOLVED the temporary closure of 245th Street from State Route 103 east to P
Street is approved from February 2nd through February 6th for construction of watermain intertie for North
Beach Water District; and

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

PASSED by the following vote this 27th day of January, 2015 by the Board of Pacific County Commissioners
meeting in regular session at South Bend, Washington then signed by its membership and attested to by its
Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board

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:

January 27, 2015

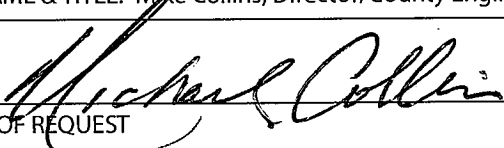
AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: _____
		Initial: _____ Date: _____
<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"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 1-12-15
NARRATIVE OF REQUEST	
<p>Attached for your review and execution are three County Road Project Forms (CRP) to establish funding for the 2014 County Safety Program. This funding was identified as Item No. 4 on the Annual Construction Program and the Six Year Transportation Program. The funding has been divided (and will be tracked) separately for Guardrail Upgrades (CRP 1639), Signing Upgrades (CRP 1640) and Installation of Crash Cushions (CRP 1641). Total award amounts to \$685,850.</p> <p>By unanimous vote of the Board, these items will be modified in the Annual Construction Program and the Six Year Transportation Program.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1639

RESOLUTION NO. 2015-

IT IS HEREBY RESOLVED by the Board of County Commissioners that **MISCELLANEOUS ROADS**, State Road Log Number **MISCELLANEOUS** be improved as follows:

GUARDRAIL UPGRADES - 2014 COUNTY SAFETY PROGRAM

Federal Highway Safety Improvement Program (HSIP)

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and based on the County Engineer's Estimate is hereby made in the amounts for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>	
Engineering	\$ 10,000	90% reimbursement
Right of Way	\$	
Administration	\$	
SUBTOTAL	\$ 10,000	
Construction	\$ 538,890	100% reimbursement
TOTAL	\$ 548,890	

[XX] This project is hereby shown as Item No. 4 (modified) of the officially adopted 2015 Annual Road Program in accordance with R.C.W. 36.81.130.

[XX] This project is hereby shown as Item No. 4 (modified) of the officially adopted 2015-2020 Six Year Transportation Program.

IT IS STILL FURTHER RESOLVED THAT:

[XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[XX] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS _____ DAY OF _____, _____.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1640

RESOLUTION NO. 2015-

IT IS HEREBY RESOLVED by the Board of County Commissioners that **MISCELLANEOUS ROADS**, State Road Log Number **MISCELLANEOUS** be improved as follows:

SIGNING UPGRADES - 2014 COUNTY SAFETY PROGRAM

Federal Highway Safety Improvement Program (HSIP)

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and based on the County Engineer's Estimate is hereby made in the amounts for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>	
Engineering	\$ 4,400	90% reimbursement
Right of Way	\$	
Administration	\$	
SUBTOTAL	\$ 4,400	
Construction	\$ 59,500	100% reimbursement
TOTAL	\$ 63,900	

[XX] This project is hereby made a part of the officially adopted 2015 Annual Road Program in accordance with R.C.W. 36.81.130 and appears as Item No. 9.

[XX] This project is hereby made a part of the officially adopted 2015-2020 Six Year Transportation Program and appears as Item No. 43.

IT IS STILL FURTHER RESOLVED THAT:

[XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[XX] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS _____ DAY OF _____.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1641

RESOLUTION NO. 2015-_____

IT IS HEREBY RESOLVED by the Board of County Commissioners that **SANDRIDGE ROAD**, State Road Log Number **91090** be improved as follows:

**INSTALL CRASH CUSHION DEVICES ON UTILITY POLES - 2014 COUNTY SAFETY PROGRAM
Federal Highway Safety Improvement Program (HSIP)**

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and based on the County Engineer's Estimate is hereby made in the amounts for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>	
Engineering	\$ 5,000	90% reimbursement
Right of Way	\$	
Administration	\$	
SUBTOTAL	\$ 5,000	
Construction	\$ 70,000	100% reimbursement
TOTAL	\$ 75,000	

[XX] This project is hereby made a part of the officially adopted 2015 Annual Road Program in accordance with R.C.W. 36.81.130 and appears as Item No. 10.

[XX] This project is hereby made a part of the officially adopted 2015-2020 Six Year Transportation Program and appears as Item No. 44.

IT IS STILL FURTHER RESOLVED THAT:

[XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[XX] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065 and W.A.C. 136.18.

ADOPTED THIS _____ DAY OF _____, _____.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner



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

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

REQUESTED MEETING DATE:

01/27/2015

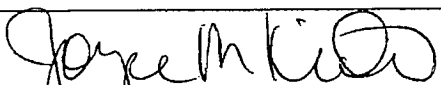
AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: _____		
		Initial: _____ Date: _____		
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Review: <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Management <input type="checkbox"/> Legal		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____				
<input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____				
<input type="checkbox"/> OTHER: _____				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other: _____

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: AUDITOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: JOYCE KIDD, AUDITOR	PHONE / EXT: 3313
SIGNATURE: 	DATE: 01/07/2015
NARRATIVE OF REQUEST	
Request permission to hire Alexandria Gerow for the vacant .80 FTE Accountant. She will be appointed at a 12,1 which is fully in our budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

REQUESTED MEETING DATE:

27
01/28/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #:

Initial:

Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO:

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

☐ RF

☐ 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

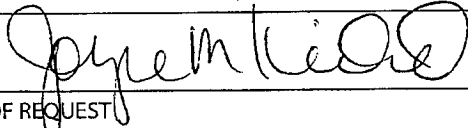
☐ NDC

☐ 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: AUDITOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: JOYCE KIDD, AUDITOR	PHONE / EXT: 3313
SIGNATURE: 	DATE: 01/07/2015
NARRATIVE OF REQUEST	
Request permission to post Admin Assistant .75 FTE vacated by Alexandria Gerow	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

probationary period, a new employee shall accrue and be allowed to use benefits in the same manner as regular, non-probationary employees.

Probation is an extension of the selection process and failure of same does not constitute any right to appeal the Official's decision not to regularly hire the probationary employee. An employee on probation may be terminated by the Official without cause provided the employee is not serving the first two (2) months of an extended probationary period.

- 5.8.2 Upon completion of the initial probationary period, including any extended period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed.

5.9 **VACANCIES/POSITION OPENINGS:** Openings in vacant and/or new job classifications/positions shall be filled in the following manner: the top three (3) senior employees who express interest in a vacant and/or new job classification/position and meet all minimum qualifications will be interviewed by the Employer. The Employer has the authority to select the employee from those interviewed regardless of their seniority. Notices of openings shall be provided to the Local President. Each notice shall include the current job description, or a notation that a copy of said description is available by contacting the posting Official, the minimum qualifications (description sections 5.0 – Education and Experience, 6.0 – Necessary Knowledge, Skills and Abilities, 7.0 – Behavioral Standards, and 8.0 – Working Environment/Physical Requirements) necessary to perform the work, and the present classification (salary grade). In the event a qualified employee applicant in a priority level chooses not to accept an employment offer, the next qualified employee applicant shall be selected. "Qualified" shall mean meeting the minimum qualifications included in the official job description.

- 5.9.1 When a vacancy for a position covered by this agreement occurs, AFSCME Local 367-C employees who have passed their initial probation period **and any extensions**, and who meet the minimum qualifications for the vacant position shall have priority for the vacancy in the following order:

1. Employees in the office where the vacancy exists, who have bumped another employee as a result of a layoff.
2. Employees who apply from within the office of the vacancy
3. Employees who are on the recall list who were laid off from within the office of the vacancy.
4. Employees who apply from another Office/Department.
5. Employees who are on the recall list who were laid off from another office.

A position may be offered to non union employees or external applicants after all priorities above have been exhausted.

- 5.9.2 Officials shall post all represented vacancies at least five (5) working days to all Union-represented employees in the offices/departments listed in Section 5.16.5



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

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

REQUESTED MEETING DATE:

January 27, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: _____

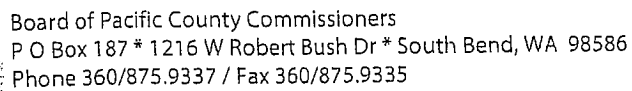
DISTRIBUTION LIST:

<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: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Michael J. Sullivan, Superior Court Juge	PHONE / EXT: Ext: 2300
SIGNATURE: <i>Michael J Sullivan</i>	DATE: 1/12/2015
NARRATIVE OF REQUEST	
Request the BOCC approve the Interpreter Service Contract with Pete Hinton	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

REQUESTED MEETING DATE:

January 27, 2015

AGENDA REQUEST FORM

AGENDA ITEM REQUEST

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

Revised 3/2013
Exhibit A to Contract/Agreement/Grant Review Policy



REQUESTED MEETING DATE:

01/27/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ 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):
OFFICIAL NAME & TITLE: Denise Rowlett for Scott L. Johnson, Sheriff	PHONE / EXT: 3395
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 01/22/2015
NARRATIVE OF REQUEST	
Request the BOCC authorize the disposal of vehicles 932, P112, and S159. After discussions with DPW, it was agreed that PCSO would sell the vehicles via state surplus and proceeds will be applied to each vehicle's profit/loss as appropriate.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

REQUESTED MEETING DATE:

1/27/2015

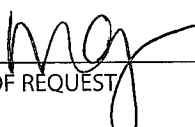
AGENDA REQUEST FORM

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 1/15/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2015-_____ creating the Pacific County Veterans Advisory Board in accordance with Chapter 73.08.035 RCW and establish a membership of Don Corcoran, Teresa Bryan, Ron Black, Charles Benedict, and Ron Willis, effective February 1, 2015	

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO. 2015 - _____

DRAFT

**A RESOLUTION CREATING THE
PACIFIC COUNTY VETERANS ADVISORY BOARD**

WHEREAS, Chapter 73.08.035 RCW requires each county to establish a Veterans' Advisory Board; and

WHEREAS, the Veterans' Advisory Board shall advise the county legislative authority on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families;

WHEREAS, the Pacific County Board of County Commissioners solicited representatives from nationally recognized service organizations and veterans' at large to serve on this Board; and

WHEREAS, it is the desire of the Board of County Commissioners to clarify the structure of the Veterans' Advisory Board, membership, roles and responsibilities; now therefore

BE IT HEREBY RESOLVED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS, COUNTY OF PACIFIC, STATE OF WASHINGTON, that the Pacific County Veterans' Advisory Board be formalized as follows:

SECTION 1: VETERANS' ADVISORY BOARD CREATION: There is hereby created a Veterans' Advisory Board within Pacific County consisting of five (5) members.

SECTION 2: MEMBERSHIP: In accordance with Chapter 73.08.035 RCW, no fewer than a majority of the board members shall be members from nationally recognized veterans' service organizations and only veterans are eligible to serve as board members.

Membership shall be as follows:

- Three (3) members shall be from nationally recognized veterans' service organizations; there shall be one "alternate" position
 - Membership for these positions shall be as follows:
 - Position #1
 - Position #2
 - Position #3
 - Alternate (may fill in during the absence of Positions 1-3)
- Two (2) members shall be veterans' at large; there shall be one "alternate" position
 - Membership for these positions shall be as follows:
 - Position #4
 - Position #5
 - Alternate (may fill in during the absence of Positions 4-5)

SECTION 3: VACANCIES: Vacancies shall be appointed by the Board of Pacific County Commissioners.

SECTION 4: TERMS OF OFFICE: The terms for all members of the Pacific County Veterans' Advisory Board shall begin the first day of February, 2015 and terminate the last day of August, unless successors have not been qualified and appointed, in which case, the members shall continue in office until successors are qualified and appointed for the balance of the next succeeding term. The initial Term of Office for Positions #1, #2, and #3 shall be for two (2) years and then for three (3) years thereafter. The initial Term of Office for Positions #4 and #5 shall be for three (3) years. Appointment terms shall be as follows:

- Position #1 – effective February 1, 2015 through August 31, 2017
- Position #2 – effective February 1, 2015 through August 31, 2017
- Position #3 – effective February 1, 2015 through August 31, 2017
- Position #4 – effective February 1, 2015 through August 31, 2018
- Position #5 – effective February 1, 2015 through August 31, 2018

Members may serve two consecutive terms. Members may after one year, following two consecutive terms, reapply if there is a vacant position.

SECTION 5: DISMISSAL: Members are not to be absent more than one regular meeting per year. Violation of this section will be grounds for dismissal except under extenuating circumstances, of which dismissal can be waived at the discretion of the Board of County Commissioners.

SECTION 6: OFFICERS: There shall be a Chair, Vice Chair and Recording Secretary. The Chair and Vice Chair will be selected by the membership of the Veterans' Advisory Board annually in January.

Chair: The Chair will preside at all meetings and call special meetings as needed.

Vice Chair: The Vice Chair will serve as Chair when the Chair is absent or unable to perform his/her duties.

Recording Secretary: The Recording Secretary will be an employee of General Administration. They will prepare agendas, minutes and provide any public notice as required. The Recording Secretary will provide copies of these documents to the Board of County Commissioners in a timely manner.

SECTION 7: MEETINGS: The Pacific County Veterans Advisory Board shall conduct their meetings on a bi-monthly basis and shall be governed by the provisions of the "Open Public Meetings Act" (Chapter 42.30 RCW) and operated following Roberts Rules of Order. Three (3) voting members shall constitute a quorum for transaction of Pacific County Veterans' Advisory Board business.

SECTION 8: VETERANS' ADVISORY BOARD DUTIES: The Pacific County Veterans' Advisory Board shall, in accordance with Chapter 73.08.035 RCW, advise the county legislative authority on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families;

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 the 27th day of January, 2015.

____ YEA ____ NAY; ____ ABSTAIN; and ____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

DRAFT

PACIFIC COUNTY VETERANS ADVISORY BOARD (Meets Bi-Monthly)

Resolution 2015-_____

Two Consecutive Terms

POSITION #	NAME	TERM
1	Don Corcoran	2/1/2015-8/31/2017
2	Teresa Bryan	2/1/2015-8/31/2017
3	Ron Black	2/1/2015-8/31/2017
4	Charles Benedict	2/1/2015-8/31/2018
5	Ron Willis	2/1/2015-8/31/2018



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:

1/27/2015

AGENDA REQUEST FORM

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

BOCC ACTION:		<input type="checkbox"/> APPROVED		<input type="checkbox"/> DENIED		Agenda Item #: _____	
				Initial: _____		Date: _____	
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS						Review: <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> DEFERRED TO: _____				<input type="checkbox"/> Risk Management	
<input type="checkbox"/> CONTINUED TO DATE: _____		TIME: _____				<input type="checkbox"/> Legal	
<input type="checkbox"/> OTHER: _____							
DISTRIBUTION LIST:							
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court			
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer			
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt			
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.			
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other			

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 1/15/2015
NARRATIVE OF REQUEST	
<p>On December 15, 2014 an RFP was issued for Collection Agency Services. We received three RFPs from Dynamic Collectors, AllianceOne Collections, and McDonald Credit Services. On January 15, 2015, the review committee met and evaluated each. All three company's would provide excellent services for the county.</p> <p>It is the recommendation of the review committee that the RFP received from McDonald Credit Services be accepted and a Collection Agency Services Contracted be awarded to them.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Accept the RFP submitted by McDonald Credit Services, of Raymond, and approve the Collection Agency Services Agreement with McDonald Credit Services, effective February 1, 2015</p>	

COLLECTION AGENCY SERVICES AGREEMENT

This AGREEMENT is by and between Pacific County, Board of County Commissioners, P O Box 187, South Bend, WA 98586 and McDonald Credit Services, Inc., 1748 Nelson Road, P O Box 712, Raymond, WA 98577.

In this AGREEMENT, the party who is contracting to receive services shall be referred to as "the COUNTY" and the party who will be providing the services shall be referred to as "the CONTRACTOR".

The COUNTY occasionally has instances where fees or penalties assessed are not remitted in a timely manner or as required, creating a situation where the funds must be collected. The CONTRACTOR has the ability to perform such collection. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The COUNTY will notify the CONTRACTOR when a situation requiring a collections service is needed and provide any necessary information to the CONTRACTOR to allow the CONTRACTOR to complete the collection.

Collection efforts by the CONTRACTOR will be done with the highest professional standards of conduct. Collections will be handled as efficiently as possible, but with an understanding of the sensitive nature of the image and shall at all times be firm but fair; aggressive but never abusive.

The CONTRACTOR will provide collection services in accordance with their RFP, which is attached to this AGREEMENT (Attachment A).

2. **RESPONSIBILITIES.** The COUNTY will acknowledge and warrant that it is aware of the provisions in Washington law that as an original creditor and assignor of an account, its debtors may assert any purported claim upon which suit is brought. The COUNTY agrees to assume the sole responsibility to defend any such claim or counterclaim brought which is the results of the COUNTY's negligence, omission, unlawful act or deed, and agrees to indemnify the CONTRACTOR from any claim therefore, including expenses and costs of suit.

The COUNTY warrants that so far as it is known to it, all disclosures required by the Federal Truth in Lending Act have been met and will continue to be complied with in good faith by the COUNTY. The COUNTY shall agree to adopt and maintain business procedures and practices designed to avoid violations of the Federal Truth in Lending Act as is presently in force and may be amended.

The COUNTY and CONTRACTOR agree to abide strictly with the provisions of the Federal Fair Debt Collection Practices Act and the Washington Fair Debt Collection Practices Act and the amendments hereto.

The COUNTY shall have the right to recall specific accounts from CONTRACTOR, provided that the said account is not 'in progress' for which reason the CONTRACTOR shall be allowed to continue its efforts. 'In Progress' shall mean one or more of the following:

- a. A payment has been secured within the past forty five (45) days.
 - b. The account is in litigation.
 - c. The account has been referred to an out of area collection agency.
3. **PAYMENT.** All payments will be received in accordance with the laws of the State of Washington and Section VIII of the CONTRACTOR's RFP (Attachment A).

Disbursements will be made on or prior to the twentieth day of the month following collection together with an account report relating to each payment to meet the COUNTY's requirements. No reduced settlements will be made of the COUNTY's accounts without prior consent.
4. **TERM.** The term of the AGREEMENT shall be for three (3) years; effective February 1, 2015 through January 31, 2018 and may be renewed for one additional term upon agreement of both parties.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an independent contractor with respect to the COUNTY and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
6. **INDEMNIFICATION.** In accepting this AGREEMENT, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

7. **INSURANCE.** The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
8. **ASSIGNMENT.** The CONTRACTOR's obligations under this AGREEMENT may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the COUNTY.
9. **NOTICES.** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
10. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This AGREEMENT supersedes any prior written or oral agreements between the parties.
11. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CONTRACTOR has violated any of the provisions herein, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the COUNTY pursuant to this AGREEMENT shall, at the option of the CONTRACTOR become its property, and the COUNTY will be paid for service performed up to the date of the contract termination.

Upon termination, if requested in writing, the CONTRACTOR must cancel collection action on all COUNTY accounts within thirty (30) days of receiving such notice or legal action has been commenced on an account.

12. **SEVERABILITY.** If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.

14. **APPLICABLE LAW.** This AGREEMENT shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 2015.

CONTRACTOR
McDonald Credit Services

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Betty K. Porter Date
President

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

MCS SERVICES, INC.
DBA McDonald Credit Service
DBA Credit Bureau of Pacific County
1748 Nelson Road
PO Box 712
Raymond, WA 98577
Phone (360) 942-3412
Fax (360) 942-2705

ATTACHMENT A

Good Afternoon

McDonald Credit Service has been collecting delinquent accounts for businesses since 1957. I acquired the business January 1, 2001 after being an employee since 1969. I have extensive experience in all areas of collecting. My staff receives continual training as new laws and regulations come into effect. They are also trained in skip tracing and have sources available to locate when a debtor leaves the area. We have always followed a strict privacy agreement and maintain the Health Insurance Portability and Accountability Act of 1996 ('HIPAA') AGREEMENT AS REQUIRED BY LAW.

By using McDonald Credit Service, I think you should consider the accessibility of personnel to help answer your questions. We will be willing to work closely with you and follow up on problem areas in a timely fashion. We know the importance of satisfying our clients while collecting their past due accounts in a professional manner. Being from a small community, we know the people, where they work and how we must go about collecting your account. Each individual is different and our collecting technique differs with each debtor. Our computer system is up to date and we use top of the line collection business software.

Collection efforts by McDonald Credit Service will always be done with the highest professional standards of conduct. Collections will be handled as efficiently as possible, but with the understanding of the sensitive nature of the image. McDonald Credit Service shall at all times be firm but fair; aggressive but never abusive.

As the only local collection agency we have had the privilege of collecting delinquent accounts for both South District Court in Long Beach and North District Court in South Bend since 1991. We have a very good relationship with the courts and our staffs work well together. I think the fact that we are always available to discuss any situation that arises and that we know the people makes us a successful agency for your courts. If the court requests an account be returned for any reason we trust their judgment and honor their request with no charge for the effort we have already put into the account.

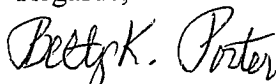
We take pride in being a local agency and all of our clients are very important to us. We love the small community feeling and support many local charities and events such as Willapa Harbor Health Foundation and the Festival of Trees, Willapa Harbor Lions Club with the Rain Derby and Community Calendar, we sponsor a signboard at the Baseball Field, the Carriage Museum, the Raymond Elks, Willapa Harbor Helping Hands, Relay for Life and a big promoter of POOL just to name a few. We always support anything that involves donations to help our young people.

We are a firm believer in shopping local and supporting the local business. We buy our supplies, groceries, furniture all locally and recently when my husband had a bout with cancer and had to have his lung partially removed we did all our tests prior to surgery here at our local hospital. My employees have all lived in Pacific County their entire lives thus supporting the area with their tax dollars along with their civic contributions.

I have listed some of our clients and their current percentage rates we are collecting. Feel free to contact any of those listed as references, I have included contact persons and telephone numbers for your convenience. While the national recovery average is right around 13% we are extremely proud of our recovery percentages listed.

If you have any questions, please contact me at the above telephone number.

Regards,



Betty K. Porter
President

References:

Business Name	Contact person	Phone #	% collected
North District Court	Jan Wilson	(360) 875-9354	52.7%
South District Court	Kim Hamilton	(360) 642-9417	57.6%
South Bend Municipal Court	Dee Roberts	(360) 875-5571	46.3%
Raymond Municipal Court	Karen Johnson	(360) 942-4102	38.5%
Willapa Harbor Hospital	Dawn Pearson	(360) 875-4517	37.5%
PUD #2 of Pacific County	Jim Dolan	(360) 942-2411	33.1%
Dennis Co	Colleen Nissell	(360) 942-2427	57.8%
Bud's Lumber	Patti Gwerder	(360) 875-6507	49.3%
Willapa Veterinary Service	Margaret Brown	(360) 942-2321	38.2
Pacific Eye Clinic	Jody Wheeler	(360) 942-5501	67.6%

PROPOSAL FOR COLLECTION AGENCY SERVICES

A. McDonald Credit Service has been in business in Pacific County since 1957.

1. I began working at McDonald Credit Service in 1969 while I was still in high school. I started from the bottom as a clerk and have worked in all capacities of the business – accounting, collecting, legal and in January 2001 I purchased the business. My office manager and collection manager Cindy Berry has been in the office for 25 years and probably knows as much about the business and collecting as I do. My other 2 employees have both been in the office over 10 years each and have been critical in my success and are always available to my clients.
2. My primary municipal clients are the two county courts, Pacific County South District Court and Pacific County North District Court along with Raymond Municipal Court, South Bend Municipal Court, Willapa Harbor Hospital and P.U.D. #2 of Pacific County. McDonald Credit Service has been collecting for these clients for over 20 years. One reason for our success is that we continue working the accounts as long as the statute allows and with the court accounts we are able to renew them for additional time and would normally do this if a lien had been placed on real property.
3. My primary clients are in Pacific County both in North and South county areas. I do have a few clients in Grays Harbor and had the opportunity to take over Grays Harbor when Harbor Adjustment Co went out of business but would rather keep my business small and concentrate on collecting for local clients.
4. My office is located East of Raymond off Highway 6 at 1748 Nelson Rd, Raymond, WA 98577 and this is only the 2nd location since 1957. People sometimes ask why we do not move to town into a store front location but most people do not want to advertise they are paying a collection agency and would rather not be seen entering my business so this office is a little more discrete.
5. This is our only location and all employees work from this office.
6. We handle government accounts and private business accounts with laws differing for each. We know the difference and keep current on Washington State laws through our membership with both Washington Collectors and American Collectors Association and NFIB.
7. I have included a list of 5 municipal clients along with a contact person and telephone number and current collection percentages in my cover letter. While the national average is right around 13% for recovery of bad debts, we are extremely proud of our recovery percentages listed. The 2nd portion of the list is private business clients with the same information.

B.

1. Right now we employ a staff of 4 local residents and are always open to expanding if the need would arise. Over the years I have only had to hire 2 collectors and as in any small community those that applied were already known to me. My requirements for hiring are the following: Must have a high school diploma, previous credit experience, computer knowledge, telephone etiquette, and most importantly trustworthy. I do require a resume and interviews to determine the best qualified person for the position.
2. We follow a training program provided by American Collectors Association with video training and written testing when finished. They are closely monitored until we feel they can handle any situation on their own. We continue with any updated training through American Collectors Association and Washington Collectors and take advantage of any classes they offer.
3. My collectors are paid an hourly wage and are not on an incentive program. Being a small business it works better for all of us.
4. Our office hours are Monday through Friday with hours from 9:00 AM to 5:00 PM and we are available at other hours upon request.
5. At this time we do not have a toll free telephone number to offer to the public.
6. Normally when an account is received as required by law we mail our initial letter advising of the account being assigned to us for collection, the name of the client assigning the account and the amount. We must wait 30 days before we can make a second contact. This gives the consumer the opportunity and adequate time to dispute the account if they feel it has been assigned in error or they do not owe the account. After 30 days we may make contact either by telephone or by mailing a reminder letter. All accounts are different and are all treated in a case by case manner. In a normal situation if we have no response to the initial notice of assignment letter then another 4 or 5 contacts would be made either by mail or telephone before the account was placed in our legal department. Research has been done by the collectors to determine if the account would be placed in the legal department. They are searching for assets, employment, bank accounts or real property.
7. We use a collection program from TLO which is actually through Trans Union to get updated addresses and information to skip trace. We search for real property records through Assessor's offices throughout the State. We search for telephone numbers through various directories. We obtain information from other accounts that are sent to collection from other clients as well. We follow all privacy laws on who we can contact for additional information.

8. If an account has been placed in the legal department it means we have determined that assets are available. We normally would not file a legal action on someone who is renting, has no bank account and no employment. We pay all legal costs up front and our only way to retrieve those expenses is to be paid by the debtor so we try to make sure we are going to be able to recover those funds along with the client's charges. When the legal process begins the debtor is served by a process server with a summons and complaint giving them 20 days to respond or contact our office. If no contact is made a default judgment is signed by the Judge and we are allowed to do a writ of garnishment on employment or a bank account or transcribe the account to Superior Court placing a lien on real property. We try to work with the consumer for a resolution that is fair to them while satisfying our clients.

9. It may shock you to hear that we get very little complaints. We can usually discuss the situation and come up with a solution and if not we require a formal written complaint to determine if our policies need to be changed. I take pride in saying our office has never had a legal action filed against us.

10. I have attached forms that we use in the collecting of accounts assigned to us for collection. I have also set up a normal course in which these statements will be mailed. All letters and forms are submitted to an attorney for review and have been approved for compliance with the FDCPA and collection laws of Washington State.
Attachment #1

C. 1. We normally do collection status reports on a quarterly basis or upon request from the client.

2. We use the DAKCS collection program. It lists the account name the amount assigned, the balance and the status of the account.

3. A copy of a report is attached. Attachment #2

4. As a collection agency, privacy is very important, so any online information must be strictly enforced.

5. You must give notice to the consumer that you will be sending the account for collection and give them a reasonable amount of time to respond with payment or payment plan and if no response then you may assign the account for collection. Currently some of the courts mail us a printout or electronically send us the information. We are also able to manually pickup accounts directly from your office and answer any questions you may have before you assign any particular account.

6. We mail or manually deliver your remittance checks each month. The month end closes on the last day of the month and checks are processed and go out after the 10th of the following month. This allows for any payments made by personal check to clear the account or be returned for any reason without interfering with your accounting.

7. If the client requests that an account be returned and we have not yet made contact or payment arrangements we will cancel the account back with no questions however, if we have made payment arrangements we will need to discuss the situation to determine if cancelling the account is the best option.
 8. We accept payments by Visa, MasterCard, Debit card, money order, cashier's check, personal check and of course cash. The consumer may telephone our office with payments if paying by credit card, mail a payment, bring a payment into our office or set up a bill paying account with their banking institution. We also have the capability of setting up an automatic recurring payment to be made on a particular date set by the consumer.
- D. 1. Collection efforts by McDonald Credit Service will always be done with the highest professional standards of conduct. Collections will be handled as efficiently as possible, but with the understanding of the sensitive nature of the image. McDonald Credit Service shall at all times be firm but fair, aggressive but never abusive. Our goal is to collect your accounts in a timely manner.
2. We treat all accounts assigned in the same manner regardless of the dollar amount for the first stages of collection. However, our policy is to not file legal action on an account with a small balance if the collection court costs would be more than the account listed. We try to persuade the consumer to pay the account before it gets to the legal status.
- E. 1. Bankruptcies are not recommended or discouraged by our agency, that is a decision for the consumer to make. If a bankruptcy is filed by law we cannot contact the consumer to collect any accounts and if a Chapter 13 bankruptcy is filed we will file claims on any accounts that have been assigned to our office at the time of filing.
- F. Customer service training begins with our initial training and is highly stressed that we will be firm but never aggressive. In our business we do tend to receive telephone calls from disgruntled consumers. Our policy is to listen and attempt to calm the consumer so that we can discuss the situation. My employees are never required to continue a discussion with an extremely irate abusive customer and they will be forwarded to management or the discussion will be discontinued until the customer can calmly discuss the situation.
- G. 1. We will always have accessibility of personnel to help answer your questions. We will be willing to work closely with you and follow up on problem areas in a timely fashion. You can communicate your requests verbally by telephone or by e-mail or in writing.
2. If possible we will respond to your requests or issues immediately or if research has to be done – within 24 hours and you will be notified that we have received your request.

3. If your main contact person is not available your information will not be discussed with anyone unless we have your authorization.

H. South District Court uses a program to send accounts electronically. We use a secure FTP/SSL server connection for AOC to submit password-protected files electronically.

I. **PRIVACY /SECURITY STATEMENT – Attachment #3**

J. Pacific County is a public entity and under RCW 19.16.500 all accounts you would assign to our office would qualify under that RCW except dishonored checks. There are several forms of dishonored checks – non sufficient funds, closed accounts, but basically all are returned for non-payment. We must have the returned check in our possession to attempt to collect on it.

K. 1. Under the RCW 19.16.500 we are allowed to add 50% of any amount assigned up to \$100,000.00. The court accounts have always been under the maximum and we do add 50% for collection costs. This means you will receive 100% of your account if we are able to collect. If we have added fees for legal action the amount will be pre-paid by McDonald Credit Service and added to the consumers balance.

2. NSF checks will be assigned as face value of the check plus a \$35.00 dishonor fee which is split with the client at a 35% rate to us. On a returned check a notice will be sent to notify the check has been assigned to our office in the same manner as a regular account.

3. Interest. I propose to split any interest added to your accounts at a 50/50 rate. Under Washington state law we can add 12% per annum and our computer program computes this amount on a daily basis. Our policy has always been to keep 100% of the interest as we use it as a bargaining tool and to offset the expense from consumers paying their accounts by bankcard. We cannot charge the consumer for this fee. As a bargaining tool, if a consumer asks for a reduction we may give him an incentive to pay the account in full if we deduct the interest. We receive a lot of payments in full by doing this. By splitting the interest it will give you a little more revenue and still allow us to offer this incentive to the consumer.

L. All payments are applied to accounts during the month. Month end reports are processed after the last day of the month. Client's checks are issued and remitted after the 10th of the following month. This allows for any payment returns right up to the end of the month.

- VIII.
1. All RCW accounts – you will receive 100% of your account assigned if we are able to collect. If we are unable to collect there will be no charge to the client for our services.
 2. Returned checks and any non-RCW accounts will be collected with McDonald Credit Service receiving 35% & the client receiving 65%. Interest collected will be split 50/50. Again if we are unable to collect there will be no charge to the client for our services.
 3. I am not anticipating the county as having any other type of collection that would not fall into these categories but I would gladly negotiate a fee if the possibility would arise.
 4. Any account requiring legal action to collect would have the same fee schedule as discussed. MCS pays all court fees and is reimbursed from collecting from the consumer.
 1. When a payment is made to an account under a payment plan and is not a payment in full the payment will be divided between your principal balance and our collection fee at a 1/3 split. If a payment is received of \$150.00 then \$100.00 would be applied to your principal and \$50.00 would be applied to our fees.

- IX
- We are able to offer a pre-collecting program at no cost to the county. We would mail out the last statement the county normally sends to the consumer stating payment must be paid to the court within 30 days or the account will be assigned for collection. We give the courts name & address as recipient of the payment and our name is listed as the collection agency the account will be assigned to if payment is not made. If the consumer does not pay the account within 30 days the account goes straight to collection. I have enclosed a copy of our pre-collect letter. Attachment #4



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:

1-13-15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

Review: ☐ Clerk of the Board

☐ 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

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): Housing

OFFICIAL NAME & TITLE: Kathy Spoor

PHONE / EXT: _____

SIGNATURE: *Kathy Spoor*

DATE: _____

1-6-15

NARRATIVE OF REQUEST

Attached for your consideration is a contract with the Joint Pacific County Housing Authority. This contract provides recording fee funds to assist with the implementation of the County's Ten Year Plan to Reduce Homelessness. Funds are used to support development costs for new low income housing, and to support current low income housing programs at the Pearl in South Bend and the Eagles Apts in Raymond. This contract was included in the 2015 budget request.

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

Move to Approve Contract for Services between Pacific County and the Joint Pacific County Housing Authority (JPCHA) in the amount of \$170,000 subject to adequate budget appropriations.

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE JOINT PACIFIC COUNTY HOUSING AUTHORITY

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Joint Pacific County Housing Authority – 1207 Commerce Avenue, Longview, Washington 98632-3026 (the “RECIPIENT”).

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor’s Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2013 Fund No. 127 budget to support a variety of low and moderate income housing programs; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 127 to the Joint Pacific County Housing Authority requires entering into a contract for services; and

WHEREAS, the Joint Pacific County Housing Authority Board has entered into an agreement with the Longview Housing Authority to provide administrative support and serve as their fiscal agent,

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

One Hundred Seventy Thousand Dollars (\$170,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with provision of services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount.

2. **USE OF FUNDS and SCOPE OF WORK**

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness in

keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source
Subcontract to CSN to provide Supportive Housing Services for Residents at the Pacific Pearl	\$10,000	Homeless
Predevelopment/Development for new, or preservation of existing low income housing projects	\$140,000	½ Affordable \$70,000 ½ Homeless \$70,000
Eagles Apt Maintenance and Operation Subsidy	\$20,000	Affordable
TOTAL	\$170,000	Homeless \$80,000 Affordable \$90,000

3. PAYMENT PROVISIONS

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged One Hundred Seventy Thousand Dollars (\$170,000) to assist the RECIPIENT to implement the three activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1.

4. EVALUATION AND MONITORING

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

10. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes

liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

- B. The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

11. **ENTIRE CONTRACT**

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

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2015 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

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In the event 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.

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Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

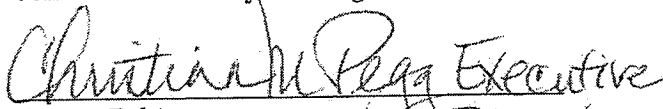
For the RECIPIENT:

Chris Pegg, Executive Director
Joint Pacific County Housing Authority
1207 Commerce Avenue
Longview, WA 98632-3026

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

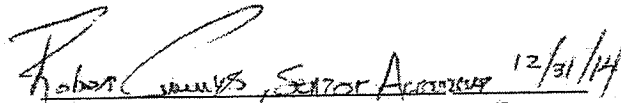
RECIPIENT
Joint Pacific County Housing Authority

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON


(Name, Title) Director

Steve Rogers, Commissioner

ATTEST:


(Name, Title) Senior Accountant Date 12/31/14

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM:

ATTEST:

Mark McClain
Prosecuting Attorney

Marie Guernsey
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:

1-13-15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Housing
OFFICIAL NAME & TITLE: Kathy Spoor	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 1-6-15
NARRATIVE OF REQUEST	
<p>Attached for your consideration is a contract with Crisis Support Network (CSN). This contract provides recording fee funds to assist with the implementation of the County's Ten Year Plan to Reduce Homelessness. Funds are used primarily for emergency housing services and serve as match for the State Consolidated Homeless Grant. This contract was included in the 2015 budget request.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to Approve Contract for Services between Pacific County and CSN in the amount of \$73,346 subject to adequate budget appropriations.</p>	

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
CRISIS SUPPORT NETWORK

THIS CONTRACT is made between Pacific County – P.O. Box 6, South Bend, Washington, 98586 (the “COUNTY”), and Crisis Support Network – Tax ID- 91-1258998- P.O. Box 311, Raymond, Washington 98577 (the “RECIPIENT”).

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor’s Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, Pacific County Ordinance 154 passed in 2003, established the Joint Pacific County Housing Authority; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2012 Fund No. 127 budget to support a variety of low and moderate income housing programs; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested the transfer of recording fees from Pacific County Fund No. 127 to the RECIPIENT to serve as local matching funds for the consolidated homeless grant; and

WHEREAS, transfer of recording fees from Pacific County Fund 127 to another agency requires entering into a contract for services; and

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

A total of Seventy Three Thousand Three Hundred Forty Six Dollars (\$73,346), has been pledged within the Pacific County Low Income Housing Assistance Fund No. 127 to provide the RECIPIENT with local matching funds for the consolidated homeless grant and for other services included within the County’s Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive

from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount.

2. USE OF FUNDS and SCOPE OF WORK

The RECIPIENT shall use these COUNTY funds solely as match for the consolidated homeless grant and to implement low and moderate income housing programs in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791, and the County's Ten Year Plan to Reduce Homelessness. Program participants must meet all eligibility requirements as outlined in the Department of Commerce's Guidelines for Consolidated Homeless Grant. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	PAYABLE	REPORTING REQUIREMENTS	Recording Fee Revenue Source
Consolidated Homeless Program Operations	\$12,000	Actual Costs Reimbursed	<p>Conduct annual homeless count and housing inventory, prepare and submit reports to Dept of Commerce by the end of each calendar year</p> <p>Conduct community outreach to increase awareness of the program</p> <p>Submission of Invoice for Payment (Attachment C) and</p> <p>Quarterly "Activities and Narrative Report" – (Attachment A) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)</p>	Homeless
Emergency Shelter and Homeless Prevention Assistance	Total: \$61,346	Actual costs reimbursed	Submission of invoice for payment (Attachment B) and attached receipts	Homeless
Funds can be used for up to 180 calendar				

days of combined shelter and prevention services. No more than 90 days can be used for emergency shelter				
Hotel/Motel Vouchers				
Rent or mortgage subsidies to prevent eviction				
First and/or last month's rent, security deposits, and screening fees				
Mediation program for landlord tenant disputes				
Utility payments for individuals or families who have received a termination of service notice.				
TOTAL	\$73,346			

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Seventy Three Thousand Three Hundred Forty Six Dollars (\$73,346), to assist the RECIPIENT with the required local match for the consolidated homeless grant so as to implement the activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Sections 1 and 2.

As a condition of payment the RECIPIENT shall demonstrate full compliance with all terms and conditions of the Washington State Department of Commerce Consolidated Homeless Grant Contract and the Department of Commerce's Guidelines for Consolidated Homeless Grant.

In the event the RECIPIENT fails or refuses to comply with any of the above mentioned requirements, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further County Low Income Housing Assistance Funds.

In the event the Consolidated Homeless grant funding is not awarded to the RECIPIENT, or the funding for this grant is reduced by the State Department of Commerce, the terms of this contract will be rendered null and void immediately. The RECIPIENT will be reimbursed for documented expenses related to activities listed in Table 1 up to, and including, the day notification is received from the Department of Commerce that the grant funding has been reduced or eliminated.

The RECIPIENT must have accounting procedures and controls in place to assure and certify that work to be performed and payment requested under this Contract does not duplicate any work to be charged against any other grant, subgrant, or other source.

Payment for allowable costs will be made within 30 days of receipt of all documentation listed in reporting requirements in Table 1 above.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.

- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

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In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

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The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INDEMNIFICATION/HOLD HARMLESS**

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

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

10. **INSURANCE**

- A. The RECIPIENT shall maintain and upon request of the COUNTY provide proof of;
- a. Occurrence based professional liability insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit per occurrence for the term of the CONTRACT.
 - b. Commercial General Liability insurance with limits no less than 1,000,000 per occurrence, \$2,000,000 general aggregate to cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and liability assumed under an insured contract. The COUNTY shall be named as an additional insured under the RECIPIENT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY.
- B. The RECIPIENT's insurance coverage shall be primary insurance as respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be excess of the RECIPIENT's insurance and shall not contribute with it. The parties agree that in the case that more than one of the parties is held jointly and/or severally liable for any losses, damages, claims, demands, suits, liabilities, and payments, including the cost of defense, that each party shall be responsible for its own declared percentage of liability, and that each liable party's percentage responsibility shall be primary to the COUNTY's liability.
- C. The RECIPIENT's maintenance of insurance as required by the CONTRACT shall not be construed to limit the liability of the RECIPIENT to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.
- D. Upon request the RECIPIENT shall furnish the COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements stated above before commencement of the work.
- E. The RECIPIENT shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc for any and all of its employees as might apply.

11. **ENTIRE CONTRACT**

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

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For the COUNTY:

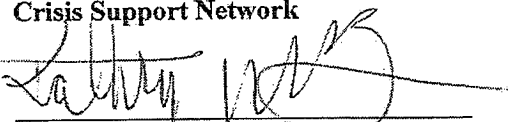
Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT:

Kathryn Burr, Executive Director
Crisis Support Network
P.O. Box 311
Raymond, WA 98577

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT on the _____ day of January 2014.

RECIPIENT
Crisis Support Network


Kathryn Burr, Executive Director

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Ayers, Chair

Steve Rogers, Member

Frank Wolfe, Member

APPROVED AS TO FORM:

Mark McClain, Prosecuting Attorney

ATTEST:

Marie Guernsey, Clerk of the Board

Attachment A

Consolidated Homeless Program
Quarterly Activities and Narrative Report

ATTACHMENT A

Quarterly

Consolidated Homeless Program

Activities and Services Report Form

Reporting Period: _____

Number of Unduplicated Clients Served This Reporting Period

Rental Assistance: _____

Emergency Housing Assistance: _____

Case Management: _____

Outreach Activities

Narrative (Attach additional pages if necessary):

[illegible]

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct to the best of my knowledge.

Kathryn Burr, Director

Date _____

Attachment B

Consolidated Homeless Program
Payment Voucher

Crisis Support Network

PO Box 311

Raymond WA 98577

360-875-6702

Invoice Date

Services Provided through

Pacific County General Administration
PO Box 6
South Bend WA 98586
360-875-9334

Contract for Services with Pacific County Re: Consolidated Homeless Program Matching Funds
2015 Budget - \$73,346

Line Item	Approved Budget	Previously Reported	Current Request Amount*	Total Requested	Remaining Balance
Program Operations	12,000.00			-	12,000.00
Emergency Shelter and Homeless Prevention Assistance	61,346.00			-	61,346.00
	73,346.00	-		-	73,346.00
Total this Request			\$ -		

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct to the best of my knowledge. **See attached documentation for services provided.*

Kathryn Burr, Director



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:

1/13/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ 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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334 ext 3334

SIGNATURE: 

DATE: 1/8/2015

NARRATIVE OF REQUEST

Attached for your consideration is a contract for services with the Peninsula Poverty Response Team to provide outreach, planning and coordination for low income housing and services to prevent homelessness implemented within the Pacific County Ten Year Plan. The total contract is \$19,000.

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

Approve Contract of Services between Pacific County and the Peninsula Poverty Response Team in the amount of \$19,000 to provide services that support implementation of the County's 10 year plan to end homelessness

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PENINSULA POVERTY RESPONSE TEAM

THIS CONTRACT is made between Pacific County (the "COUNTY"), and the Peninsula Poverty Response Team, (the "RECIPIENT").

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor's Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County's 2015 Fund No. 127 budget to support a variety of low and moderate income housing programs and programs to reduce and/or prevent homelessness; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 127 to the Peninsula Poverty Response Team requires entering into a contract for services; and

WHEREAS, the Peninsula Poverty Response Team is a registered non-profit organization in the State of Washington,

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

Nineteen Thousand Dollars (\$19,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with low and moderate income housing program services, and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount. Monthly billings will be submitted using the Monthly Billing Form (Attachment A) with back up documentation for expenses, and any required reporting.

2. **USE OF FUNDS, SCOPE OF WORK and REPORTING**

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to accomplish the goals of the Pacific County Ten Year Plan to End Homelessness in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source	Reporting Requirements
Project Homeless Connects	\$5,500	Homelessness	Narrative Report including number of attendees and # and type of supplies distributed Invoice (Attachment A) with attached backup documentation
Matching Funds and support for VISTA Volunteer	\$10,000	Homelessness	Quarterly reports of planning and coordination efforts Invoice (Attachment A) with attached backup documentation Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)ts
Strengthen Community Coalitions	\$3,500	Homelessness	Invoice (Attachment A) with attached backup documentation

			Quarterly reports of coalition strengthening activities and coordination efforts Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)
TOTAL	\$19,000		

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Nineteen Thousand Dollars (\$19,000) to assist the RECIPIENT to implement the activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records

and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INSURANCE COVERAGE**

- A. The RECIPIENT shall maintain and upon request of the COUNTY provide proof of;
- a. Occurrence based professional liability insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit per occurrence for the term of the CONTRACT.

- b. Commercial General Liability insurance with limits no less than 1,000,000 per occurrence, \$2,000,000 general aggregate to cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and liability assumed under an insured contract. The COUNTY shall be named as an additional insured under the RECIPIENT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY.
- B. The RECIPIENT's insurance coverage shall be primary insurance as respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be excess of the RECIPIENT's insurance and shall not contribute with it. The parties agree that in the case that more than one of the parties is held jointly and/or severally liable for any losses, damages, claims, demands, suits, liabilities, and payments, including the cost of defense, that each party shall be responsible for its own declared percentage of liability, and that each liable party's percentage responsibility shall be primary to the COUNTY's liability.
- C. The RECIPIENT's maintenance of insurance as required by the CONTRACT shall not be construed to limit the liability of the RECIPIENT to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.
- D. Upon request the RECIPIENT shall furnish the COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements stated above before commencement of the work.
- E. The RECIPIENT shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc for any and all of its employees as might apply.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

10. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

11. **ENTIRE CONTRACT**

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

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2015 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

16. **SEVERABILITY**

In the event 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.

17. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT:


Chairperson
Peninsula Poverty Response Team
PO Box 655
Ocean Park, WA 98640

Treasurer
Peninsula Poverty Response Team
PO Box 655
Ocean Park, WA 98640

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT

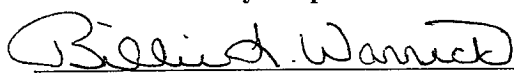
Peninsula Poverty Response Team


Chairperson _____ Date 12/31/14

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

Steve Rogers, Commissioner

Peninsula Poverty Response Team


Treasurer _____ Date 12/31/14

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM:

Mark McClain
Pacific County Prosecuting Attorney

ATTEST:

Marie Guernsey
Clerk of the Board

By: _____
Date

Marie Guernsey
Clerk of the Board Date

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.