

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

**Tuesday, October 13, 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 for items not on the agenda** *(limited to three minutes per person)*

### **CONSENT AGENDA (A-B)**

- A)** Approve regular meeting minutes of September 22, 2015
- B)** Approve Rainbow Valley Landfill Claims Vouchers; authorize Chair to sign:
  - Ashley Construction - \$472.42
  - City of Raymond - \$235
  - Royal Heights Transfer Station, Inc. - \$538.02
  - PUD #2 - \$48.65
  - Maneman Electric, Inc. - \$258.43
  - SCS Engineers - \$4,107.68

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

A

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, September 22, 2015**

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

**CALL TO ORDER – 9:00 AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Eric Weston, Chief Deputy Prosecutor  
Tom Gradt, Operations Manager  
Faith Taylor-Eldred, Community Development Director  
Scott McDougall, Emergency Management Deputy Director

**GENERAL PUBLIC IN ATTENDANCE**

Gerry Amacher  
Cheryl Heywood, TRL Director  
Bob Hallo, TRL  
Kristine Pointer, TRL  
Iver Matheson TRL  
Michelle Zilki, TRL

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

**PUBLIC COMMENT - None**

**CONSENT AGENDA**

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

**Approve regular meeting minutes of September 8, 2015**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Steve Rogers, Chairman

---

Frank Wolfe, Commissioner

ATTEST:

---

Marie Guernsey  
Clerk of the Board

---

Lisa Ayers, Commissioner

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

2015-40

B

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

Ashley Const.

PO Box 111

Raymond, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

**Instructions:**

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
3455	8/5/15	Cover Maintenance (balance) <i>SEE ATTACHED</i>	660	000	537	10	41	\$472.42

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

*Larry Bale*      *PRES.*      *9/21/15*  
 Signature      Title      Date

Reviewed by: *JH*      *Oct 1 '15*  
 Faith Taylor, Director      Date  
 Department of Community Development

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

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

\_\_\_\_\_  
 Date

**Ashley Construction, Inc.**

PO Box 111

Raymond, WA 98577

**Bill To****Royal Heights Transfer Station****876 State route 105****Raymond, WA 98577**

Sorry for the  
Inconvenience,  
Previous invoice  
did not have  
tax included! 9.145  
\$5980.<sup>00</sup> paid

Description	Hours / Loads	Rate Per Hour / Load	Amount
July 20, 2015			
Trackhoe	5	130.00	650.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	8	130.00	1,040.00T
Sales Tax		7.90%	472.42
Total			\$6,452.42

**Thank You For Your Business**

**Ashley Construction, Inc.**

PO Box 111

Raymond, WA 98577

**Invoice**

Date	Invoice #
8/5/2015	3455

**Bill To****Royal Heights Transfer Station****876 State route 105****Raymond, WA 98577**

Description	Hours / Loads	Rate Per Hour / Load	Amount
July 20, 2015	5	130.00	650.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	8	130.00	1,040.00T
Trackhoe		0.00%	0.00
Out-of-state sale, exempt from sales tax			
<b>Total</b>			<b>\$5,980.00</b>

**Thank You For Your Business**

2015.41

# Claims Voucher

## Rainbow Valley Landfill Trust Fund: Post-Closure Account

CITY OF RAYMOND

230 2<sup>ND</sup> STREET

RAYMOND, WA 98577

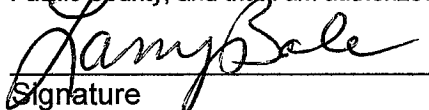
Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	9/3/15	LEACHATE TREATMENT	660	000	537	10	41	\$ 235.00

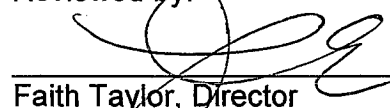
I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify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

  
Signature

PREES.  
Title

9/21/15  
Date

Reviewed by:

  
Faith Taylor, Director

Department of Community Development

9/1/15  
Date

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

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

\_\_\_\_\_  
Date



# CITY OF RAYMOND

230 2ND STREET  
RAYMOND, WA. 98577  
360-942-4100 fax 360-942-4137

Invoice No.

103

## INVOICE

### Customer

Name RAINBOW VALLEY LANDFILL, INC.  
Address 114 AIRPORT ROAD  
City RAYMOND State WA. ZIP 98577  
Phone \_\_\_\_\_

Date 9/3/2015  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL AUGUST 2015	\$225.00	\$225.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

### Payment Details

- ☐ Cash  
☒ Check  
☐ Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$235.00
Shipping & Handling	
Taxes State	\$0.00
<b>TOTAL</b>	<b>\$235.00</b>

Office Use Only

THANK YOU FOR YOUR BUSINESS!



2015.42

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4922	10/1/15	LEACHATE TRANSPORTATION	660	000	537	10	41	\$538.02

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

*Danny Sale*  
Signature

PRES.  
Title

10/1/15  
Date

Reviewed by:

*[Signature]*  
Faith Taylor, Director  
Department of Community Development

*[Signature]*  
Date

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

\_\_\_\_\_  
Date

RECEIVED  
PACIFIC COUNTY

OCT - 1 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

# Invoice

<b>DATE</b>	<b>INVOICE #</b>
<b>10/1/2015</b>	<b>4922</b>

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

P.O. NUMBER	TERMS			DUE DATE
	net 10			10/11/2015
SERVICED	QUANTITY	DESCRIPTION	AMOUNT	
10/1/2015	42,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	538.02	

Date			
	<u>loads</u>		
9/1/2015			
2			
3			
4			
5			
6			
7			
8	2		
9			
10			
11	2		
12			
13			
14	1		
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25	1		
26			
27			
28			
29			
30	1		
	7		
	<b>total gallons</b>		<b>42000</b>
		<b>TOTAL</b>	<b>\$538.02</b>

205-43

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	9/24/15	UTILITIES	660	000	537	10	41	48.65

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

Larry Bole  
 Signature

PRES.  
 Title

10/1/15  
 Date

Reviewed by:

[Signature]  
 Faith Taylor, Director  
 Department of Community Development

10/1/15  
 Date

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

\_\_\_\_\_  
 Date

RECEIVED  
 PACIFIC COUNTY

OCT - 1 2015

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

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

Account Number 19983

Page 1 of 1

Statement Date 09/24/2015



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

**Billing Summary**

Previous Balance	75.89
Payments Received	75.89 CR
Balance Forward	0.00
Current Charges Due By 10/22/15	48.65
<b>Total Due</b>	<b>48.65</b>

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



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

**Meter Reading Details Meter A34390**

Current KWH Reading	09/18/15	84924
Previous KWH Reading	08/16/15	84547
Total KWH Usage		377
Days Served	33	

**Detail of Charges**

377 kWh x 0.071200	26.84
Power Cost Adj @ 3%	0.81
Elec Basic Charge	21.00
<b>Total This Service</b>	<b>48.65</b>

MO	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15
Usage	277	282	798	781	894	666	442	584	343	343	246	216	377
Avg/Day	9	10	28	27	26	23	16	16	12	10	8	9	11

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

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

Account Number	19983
Due Date	10/22/2015
Amount Due	48.65
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

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

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



2015.44

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

MANEMAN ELECTRIC, INC.  
429 THIRD ST.  
RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
1434	9/17/15	REPAIR DAMAGED WIRE TO LEACHATE PUMP	660	000	537	10	41	\$258.43

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

Larry Bale                      PRES.                      10/1/15  
Signature                      Title                      Date

Reviewed by: [Signature]                      Oct 1 '15  
Faith Taylor, Director                      Date  
Department of Community Development

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

\_\_\_\_\_  
Date

RECEIVED  
PACIFIC COUNTY

OCT - 1 2015

GENERAL ADMINISTRATOR  
BOARD OF COMMISSIONERS

**MANEMAN ELECTRIC, INC.**

429 THIRD STREET  
RAYMOND, WA 98577  
PH. 360-268-0183  
PH. 360-942-6185

Date  
9/17/2015

Invoice #  
1434

Royal Heights  
114 Airport Rd.  
Raymond WA 98577

1 LABOR CHARGE 09/16	80.00	80.00T
1 LABOR CHARGE	80.00	80.00T
0.75 LABOR CHARGE 09/17	80.00	60.00T
1 UF ROMEX SPLICE KIT	22.43	22.43T
MATERIAL DISCOUNT	-2.92	-2.92
Raymond Sales Tax - 2503	7.90%	18.92

*RAINBOW VALLEY*

L & M to locate and repair damaged feeder wire as requested...Thank You

TOTAL DUE

\$258.43

DUE UPON RECEIPT

2015-45

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

SCS Engineers

3900 Kilroy Airport Way, Suite 100

Long Beach, CA 90806-6816

Vendor #	Date
Reference No. 2	Purchase Order Number

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
0263179	8/31/15	POST-CLOSURE EVAL.	660	000	537	10	41	\$3666.81
0260702	7/31/15	" " "						\$440.87
		TOTAL						\$4107.68

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

*Famy Bale*  
 Signature

Pres.  
 Title

10/1/15  
 Date

Reviewed by:

*[Signature]*  
 Faith Taylor, Director

Department of Community Development

*[Signature]* 1/15  
 Date

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

\_\_\_\_\_  
 Date

RECEIVED  
 PACIFIC COUNTY

OCT - 1 2015

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS



**Invoice**

2405 140<sup>th</sup> Avenue, NE  
Suite 107  
Bellevue, WA 98005-1877

425 746-4600  
FAX 425 746-6747  
www.scsengineers.com

**SCS ENGINEERS**

Mr. Larry Bale

Rainbow Valley Landfill, Inc.  
114 Airport Road  
Raymond, WA 98577

Remit to: SCS Engineers  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806-6816

Tax ID No: 54-0913440

August 31, 2015

Project No: 04215010.00

Invoice No: 0263179

**Rainbow Valley Landfill Post-Closure Evaluation**

- Inspected the cover system on August 6<sup>th</sup> and prepared a summary memorandum
- Provided recommendations for surveying
- Met with Pacific County and WA Dept. of Ecology on August 27<sup>th</sup>
- Prepared water quality and leachate quality data tables for the Ecology meeting
- Prepared an engineer's estimate for a leachate force-main from RVL to the POTW

**Professional Services from August 01, 2015 to August 31, 2015**

Task	00002	Post-Closure Plan		
<b>Professional Personnel</b>			<b>Hours</b>	<b>Amount</b>
	Project Director		6.50	1,215.50
	Totals		6.50	1,215.50
	<b>Total Labor</b>			<b>1,215.50</b>
<b>Additional Fees</b>				
	Communications Fee			12.16
	<b>Total Additional Fees</b>			<b>12.16</b>
		<b>Total this Task</b>		<b>\$1,227.66</b>
Task	00004	Settlement Stability of Cover System		
<b>Professional Personnel</b>			<b>Hours</b>	<b>Amount</b>
	Project Director		10.00	1,870.00
	Staff Professional - Office		.50	45.00
	Totals		10.50	1,915.00
	<b>Total Labor</b>			<b>1,915.00</b>
<b>Additional Fees</b>				
	Communications Fee			19.15
	<b>Total Additional Fees</b>			<b>19.15</b>
		<b>Total this Task</b>		<b>\$1,934.15</b>
Task	00006	Leachate Generation		
<b>Professional Personnel</b>			<b>Hours</b>	<b>Amount</b>
	Senior Project Professional I - Office		4.00	500.00
	Totals		4.00	500.00
	<b>Total Labor</b>			<b>500.00</b>
<b>Additional Fees</b>				
	Communications Fee			5.00
	<b>Total Additional Fees</b>			<b>5.00</b>
		<b>Total this Task</b>		<b>\$505.00</b>
		<b>Total this Invoice</b>		<b>\$3,666.81</b>

Thank you.

**Invoice**

2405 140<sup>th</sup> Avenue, NE  
Suite 107  
Bellevue, WA 98005-1877

425 746-4600  
FAX 425 746-6747  
www.scsengineers.com

**SCS ENGINEERS**

Mr. Larry Bale

Rainbow Valley Landfill, Inc.  
114 Airport Road  
Raymond, WA 98577

**Remit to: SCS Engineers**  
**3900 Kilroy Airport Way, Suite 100**  
**Long Beach, CA 90806-6816**

**Tax ID No: 54-0913440**

July 31, 2015

Project No: 04215010.00

Invoice No: 0260702

**Rainbow Valley Landfill Post-Closure Evaluation**

- *Coordination of Agency Meeting with Pacific County and WA Dept. of Ecology*
- *Reviewed landfill survey requirements for stability demonstration and discussed with Pacific County*

**Professional Services from July 01, 2015 to July 31, 2015**

Task 00001 Project Administration

**Professional Personnel**

	Hours	Amount	
Senior Project Professional I - Office	.50	62.50	
Totals	.50	62.50	
<b>Total Labor</b>			<b>62.50</b>

**Additional Fees**

Communications Fee		.63	
<b>Total Additional Fees</b>		<b>.63</b>	<b>.63</b>
<b>Total this Task</b>			<b>\$63.13</b>

Task 00002 Post-Closure Plan

**Professional Personnel**

	Hours	Amount	
Project Director	2.00	374.00	
Totals	2.00	374.00	
<b>Total Labor</b>			<b>374.00</b>

**Additional Fees**

Communications Fee		3.74	
<b>Total Additional Fees</b>		<b>3.74</b>	<b>3.74</b>
<b>Total this Task</b>			<b>\$377.74</b>

**Total this Invoice \$440.87**

Thank you.

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

**Tuesday, October 13, 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)*

- 10:00 AM Regular Community Development monthly workshop
- 12:00 PM Elected Officials Meeting
- 2:00 PM Regular Prosecutor monthly workshop

---

**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 the hire of Randy Irwin, Traffic Control/Maintenance Technician-North County, Step 1, effective October 15, 2015; Jim Simpson, Road Maintenance Technician II-North County, Step 5, effective November 2, 2015; Tracy Madson, Traffic Control/Maintenance Technician-South County, Step 1, effective October 14, 2015; and Clinton Baze, Road Maintenance Technician II-South County, Step 1, effective October 14, 2015

**Department of Community Development**

- 2) Approve Amendment #1 to Grant No.G1400525 with Department of Ecology pertaining to the Comprehensive Update to the Shoreline Master Program; authorize Chair to sign

**Assessor's Office**

- 3) Approve Amendment to Master Agreement with Manatron, Inc. No. WA2013.005 for additional T2 mobile users

**Boards/Commissions**

- 4) Approve reappointment of Timberland Regional Support Network Advisory Board members, Sigrine Vally and Doug Levitt

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

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

**General Business**

- 5) Approve official bond Verification Certificates for the following:  
Public Works Director/County Engineer Mike Collins, Commissioner Lisa Ayers, Sheriff Scott Johnson, Assessor Bruce Walker, South District Court Judge Doug Goelz, North District Court Judge Betsy Penoyar, Auditor/Registrar Joyce Kidd and Clerk of Superior Court Virginia Leach
- 6) Approve regular meeting minutes of September 22 and October 5, 2015
- 7) Approve Vendor Claims:  
Warrants Numbered 128971 thru 129052 - \$213,838.08  
Warrants Numbered 129053 thru 129129 - \$235,380.97
- 8) Approve September, 2015 payroll: total employees - 187  
total payroll - \$716,914.08

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 9) Consider approval of request to post/advertise for vacant South County Shop Supervisor
- 10) Consider adoption of Resolution 2015-045 initiating County Road Project #1644; consider approval of WA State Department of Transportation Local Agency Agreement pertaining to the Sandridge Road Resurfacing Project and authorize Chair to sign; consider approval of Local Agency Federal Aid Project Prospectus and authorize Director to sign
- 11) Consider approval of request to purchase from state bid network switches to serve as the core network in the Long Beach County Services Building from Right! Systems, Inc.

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 12) Consider approval of Agreement #W2RCLCP-1517-PaCCDD-00017 with Department of Ecology for the Waste 2 Resources Community Litter Cleanup Program; authorize Director to sign
- 13) WITHDRAWN

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 14) Consider approval of Service Contract for School Nurse Services with South Bend School District
- 15) Consider approval of County Program Agreement #1563-48737 for Professional Services for parenting classes with Department of Social & Health Services; authorize Chair to sign
- 16) Consider approval of request to post and advertise (if necessary) for two Human Services Specialist positions

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

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

**ITEMS REGARDING SHERIFF'S OFFICE**

- 17) Consider confirmation of Sheriff's signature on Memorandum of Understanding with Teen Advocacy Coalition for the permanent prescription drug drop box/surveillance camera
- 18) Consider approval of request to purchase a freezer from Smitty's Vending Inc. in the amount of \$2,595
- 19) Consider approval of request for Jail air conditioning/ventilation improvement project
- 20) Confirm issuance of Request for Proposal for a Spillman Systems Administrator

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 21) Consider approval of Joe Basil to the Civil Service Commission, effective immediately
- 22) Consider approval of the appointment of Allie Friese and Princess Klus to the Human Services Advisory Board, effective immediately

**ITEMS REGARDING GENERAL BUSINESS**

- 23) Consider approval of Grant #FY 16-900006-002 with the WA State Department of Archaeology and Historic Preservation; authorize Chair to sign
- 24) Consider adoption of Resolution 2015-046 re-establishing the Equal Opportunity Policy and repealing Resolution 2010-003
- 25) Consider approval of request to reconvene the 2015 Session of the Board of Equalization to hear property tax appeals
- 26) Accept letter of resignation from Public Records Coordinator, Sarah Bottoms, effective October 16, 2015; consider approval of advertising and filling of vacant position; consider increase of 0.1 FTE for Kelli Buchanan and Amanda Bennett, effective October 19, 2015

**EXECUTIVE SESSION**

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

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

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



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

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

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
<b>NARRATIVE OF REQUEST</b> Approve hire of two Road Maintenance Technician II and two Traffic Control/Maintenance Technician's, effective November 2, 2015 for the North County RMTII, Step 5, effective October 14, 2015 for the South County RMTII, Step 1, effective October 15, 2015 for the North County Traffic Control/Maintenance Tech, Step 1 and October 14, 2015 for the South County Traffic Control/ Maintenance Tech, Step 1.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the hire of Randy Irwin, Traffic Control/Maintenance Technician-North County, Step1, effective October 15, 2105; Jim Simpson, Road Maintenance Technician II-North County, Step 5, effective November 2, 2015; Tracy Madson, Traffic Control/Maintenance Technician-South County, Step 1, effective October 14, 2015; and Clinton Baze, Road Maintenance Technician II-South County, Step 1, effective October 14, 2015	



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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:**

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

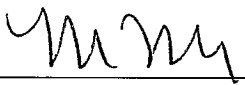
☐ Legal

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning - SMP
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 10/6/15
NARRATIVE OF REQUEST	
<p>The Department requests that the Board approve and sign Amendment No 1 to the Comprehensive Update to the Shoreline Master Program (SMP) grant. The amendment increases the budget of the original grant and amends the end date to June 30, 2017. The amendment is effective July 1, 2015.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Amendment #1 to Grant No.G1400525 with Department of Ecology pertaining to the Comprehensive Update to the Shoreline Master Program; authorize Chair to sign</p>	

Name of Contractor: <u>Department of Ecology</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Comprehensive Update to the Shoreline Master Program</u>	
Contract/Agreement/Grant/Amendment #: <u>G1400525</u>	
Indicate type: <input checked="" type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> For-Profit  <input type="checkbox"/> Non-Profit  <input type="checkbox"/> State  <input type="checkbox"/> Federal         </div> <div> <input type="checkbox"/> Private Organization/Individual  <input type="checkbox"/> Public Organization/Jurisdiction  <input type="checkbox"/> Sub Recipient  <input type="checkbox"/> Other         </div> </div>	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Insurance/Bonds  <input type="checkbox"/> Single (Sole) Source Purchase*            *Resolution Required         </div> <div> <input type="checkbox"/> Emergency Event (Purchases/Public Works)  <input type="checkbox"/> Special Facilities/Market Conditions         </div> </div>	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution         </div> <div style="width: 50%;"> <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids         </div> <div style="width: 100%;"> <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form)         </div> <div style="width: 100%;"> <input type="checkbox"/> Other (please describe): _____         </div> </div>	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): <u>\$144,202.12</u>	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: <u>116</u> .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:





DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**AMENDMENT NO 1 TO GRANT NO. G1400525**

BETWEEN THE  
**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**  
AND  
**PACIFIC COUNTY**

**PROJECT TITLE: Comprehensive Update to the Shoreline Master Program**

**PURPOSE:** In accordance with Ecology's Award Letter of February 3, 2014, and the original agreement, Ecology is providing Year 3 funding, the remaining scope of work, and restoring unspent 2013-15 funds to complete the Comprehensive Update to the Shoreline Master Program (SMP). Grant Years 1 & 2 ended June 30, 2015; Year 3 funding is provided as of July 1, 2015 for a seamless period of performance.

**WHEREAS:** SMP Year 3 funding has been provided by the 2015-2017 Washington State Legislative session under §302 for the State Environmental Legacy Account. The Budget is revised accordingly, . see *"Running Budget Summary"* below

**WHEREAS:** Project costs for Years 1 and 2 (2013-15) did not reach the jurisdictional funding level. Therefore, unused funds have reverted to source as of June 30, 2015 and are no longer available; However, 2015-17 funds replace unspent 2013-15 funds to restore the original funding level. The budget is revised accordingly, see *"Running Budget Summary"* below..

**WHEREAS:** The initial paragraph under Task 4: Preliminary Assessment of the Shoreline Jurisdiction in the original agreement is revised to eliminate erroneous text that does not apply.

**THEREFORE, IT IS MUTUALLY AGREED** this grant is amended as follows:

- a. This amendment is effective July 1, 2015; the end date is June 30, 2017.
- b. This project's running budget summary is as follows and further defined in Appendix 1 of this amendment.

Running Budget Summary	
2013-15 - Years 1 and 2 Budget	\$ 365,835.00
June 30, 2015 Biennium end: Reduction*	(\$31,777.12)
2013-2015 Net Budget	\$ 334,057.88
Original Year 3 Award:	\$112,425.00
2015-17 Addition (replace 2013-15 funds)	\$31,777.12
<b>Amendment 1: Year 3 Budget</b>	<b>\$144,202.12</b>
<b>Total Project Budget</b>	<b>\$478,260.00</b>

\* Biennium end reduction: any funds unused by June 30, 2015 revert to source and are no longer available.

- c. The following italicized text from the original agreement's initial paragraph under Task 4 "Preliminary Assessment of the Shoreline Jurisdiction" is hereby deleted as being not applicable to this jurisdiction's SMP:
- "The shoreline jurisdiction area will be refined during later tasks to identify and eliminate shorelines from the local SMP that are under sole jurisdiction of federal and tribal governments and within the National Scenic Area as defined in the Columbia [River] Gorge National Scenic Area Act, P.L. 99-663."*
- d. The Scope of Work is revised as indicated below. Those tasks marked **[Completed]** and shown in red text represents tasks [Completed]. Tasks marked **[the RECIPIENT will]** and shown in blue text represents those tasks to be [Completed].

**Task 1: Project Coordination, [the RECIPIENT will]:**

- A. Coordinate throughout the SMP update process with ECOLOGY and other applicable federal, state and local agencies. [the RECIPIENT will] provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.
- B. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, [the RECIPIENT will] consult with all other appropriate entities which may have useful scientific, technical, or cultural information.
- C. Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (example: jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.
- D. Attend, or may attend, training to assist with the Shoreline Master Program and the public process. These include ECOLOGY-sponsored coordination meetings as well as other relevant training such as on the ordinary high water mark, floodplain or wetland training, etc.

**Task Goal Statement:** To assure that RECIPIENT gathers useful scientific, technical, and cultural information, share information and methods of analysis, consider agency and tribal positions, and consult regularly with ECOLOGY.

**Task Expected Outcome:** Update in each quarterly progress report as to the significant issues, coordination activities and participants.

**Deliverables:**

<b>Task 1</b>	<b>Description</b>	<b>Date Due</b>
1.	Description of all project coordination activities updated in each progress report submitted to ECOLOGY'S Project Manager.	Quarterly (see General Terms and Conditions)

**Task 2: Secure Consultant and/or Interlocal Services: [Completed]**

**Task 3: Public Participation, [the RECIPIENT will]:**

- A. Develop Public Participation Plan: **Task A : [Completed]**
- B. **[The RECIPIENT will]:** Conduct public participation activities; Implement the public participation plan throughout the course of the SMP update process.

**Task Goal Statement:** To inform and involve all stakeholders in the SMP update process.

**Task Expected Outcomes:** Continuous public participation activities throughout the SMP update process.

**Deliverables:**

<b>Task 3</b>	<b>Description</b>	<b>Draft Submittal [completed]</b>	<b>Date of Final Submittal [the RECIPIENT will]</b>
1.	Public Participation Plan.	<b>[Completed]</b>	
2.	Updates in Quarterly Progress Reports with public outreach activities.		Quarterly

**Task 4: Preliminary Assessment of the Shoreline Jurisdiction: [Completed]**

**Task 5: Shoreline Inventory, Analysis, and Characterization: [Completed]**

**Task 6: Draft Shoreline Master Program:**

- A. Conduct Community Visioning Process: **[Completed]**
- B. **[The RECIPIENT will]** develop general SMP goals, policies and regulations for 2nd draft.
- C. Develop environment designations: **[the RECIPIENT will]:**  
Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those

recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

1. Develop environment-specific shoreline use and modification policies, and regulations and standards:

2. Develop SMP administrative provisions:

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

3. Demonstrate how Task 6 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Task 6.

**Task Goal Statement:** To determine the community's vision for the shoreline area within the framework of the SMA and SMP Guidelines and local conditions and carry out that vision through development of a draft comprehensive SMP update.

**Task Expected Outcomes:** A draft comprehensive SMP update and analysis of its potential cumulative impacts.

**Deliverables:**

Task 6	Description	Date of 1 <sup>st</sup> Draft SMP Submittal [completed]	Due Date of 2 <sup>nd</sup> Draft SMP [the RECIPIENT will] submit
<b>A complete Shoreline Master Program including:</b>			
1.	A community visioning report that summarizes visioning activities, comments, recommendations and goals.	[Completed]	-
2.	General goals and policies and optional general regulations.	[Completed]	11/30/2015

3.	<b>Digital &amp; one hard copy:</b> Environment designations and draft environment maps within shoreline jurisdiction.	<b>[Completed]</b>	<b>11/30/2015</b>
4.	Environment-specific shoreline use and modification policies, regulations, and standards.	<b>[Completed]</b>	<b>11/30/2015</b>
5.	Administrative Provisions.	<b>[Completed]</b>	<b>11/30/2015</b>
6.	An updated checklist completed as relevant to Task 6 (adding incrementally to earlier completed tasks).	<b>[Completed]</b>	<b>11/30/2015</b>

**Task 7: Prepare Preliminary Cumulative Impacts Analysis: [the RECIPIENT will]:**

Evaluate and analyze draft SMP policies, regulations, and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards, and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

(**Note:** The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP).

**Deliverables:**

<b>Task 7</b>	<b>Description</b>	<b>1<sup>st</sup> Draft Submittal [completed]</b>	<b>Date of 2<sup>nd</sup> draft [the RECIPIENT will] submit</b>
1.	<b>Digital &amp; one hard copy:</b> A draft cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved.	<b>[Completed]</b>	<b>11/30/2015</b>

**Task 8: Restoration Plan: [Completed]**

**Task 9: Develop Final Draft SMP and Supporting Documents: [the RECIPIENT will]:**

- A. Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations in response to ECOLOGY comments on the preliminary draft materials developed in Task 6 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 4 that will be subject to the local SMP.

(Note: Please provide ECOLOGY with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents).

- B. Prepare a report that demonstrates how no net loss will be achieved and how the recommended shoreline management measures in Task 5.5, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.
- C. Demonstrate how Task 9 complies with the Guidelines: Fill in SMP Submittal Checklist for the tasks that you have completed under Task 9.

**Task Goal Statement:** To aid in achieving the goal of no net loss of shoreline ecological functions and finalizing a draft SMP.

**Task Expected Outcomes:** A report that demonstrates how the SMP will achieve no net loss and revised draft SMP, cumulative impacts analysis and shoreline jurisdiction maps, as necessary.

**Deliverables:**

<b>Task 9</b>	<b>Description</b>	<b>2015-17 Date Due [the RECIPIENT will] submit</b>
1.	<b>Digital &amp; one hard copy:</b> a) Revised designations, policies, and regulations that address the finding of the cumulative impacts analysis. b) Revised Cumulative Impacts Analysis. c) Final SMP jurisdiction maps and boundary descriptions.	<b>2/29/2016</b>
2.	A report that demonstrates how no net loss will be achieved through SMP implementation.	<b>2/29/2016</b>
3.	Update the submittal Checklist completed as relevant to Task 9 (adding incrementally to earlier completed tasks).	<b>2/29/2016</b>

**Task 10: Local SMP Adoption Process: [the RECIPIENT will]:**

Conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

**A. Assemble complete Final Draft SMP**

Assemble a complete draft SMP for review and approval by the local jurisdictional governing body, and formal submittal to ECOLOGY. This draft includes response to ECOLOGY comments on the preliminary draft submitted under Task 6 deliverables.

**B. Complete SEPA review and documentation**

Conduct and document SEPA review pursuant to chapter RCW 43.21C, the State Environmental Policy Act.

**C. (If applicable) Provide GMA 60-day notice of intent to adopt**

Upon conclusion of subtasks 10.1 and 10.2, local governments planning under the Growth Management Act must notify ECOLOGY and the Department of Commerce of its intent to adopt the SMP at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

**D. Hold public hearing**

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

**E. Prepare a responsiveness summary**

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment.

**F. Adopt SMP and submit to ECOLOGY**

Complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to ECOLOGY.

**G. Demonstrate how Task 10 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have [Completed] under Task 10.

**Task Goal Statement:** To achieve a locally adopted Shoreline Master Program.

**Task Expected Outcomes:** A locally adopted Shoreline Master Program.

**Deliverables:**

<b>Task 10</b>	<b>Deliverable Description</b>	<b>2015-17 Date Due</b>
1.	A complete, locally adopted SMP including maps, with relevant supporting documentation and the complete SMP submittal checklist. (Tasks 10. A and 10.G)	6/15/2016
2.	SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 10.B)	6/15/2016
3.	Evidence of compliance with GMA notice requirements. (Task 10.C)	N/A (non-GMA community)
4.	Public hearing record. (Task 10.D)	6/15/2016
5.	Response to comments received. (Task 10. E)	6/15/2016

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

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

IN WITNESS WHEREOF: The parties have executed this Amendment.

State of Washington  
Department of Ecology

Pacific County

By:

By:

\_\_\_\_\_  
Gordon White, Program Manager  
Date  
Shorelands and Environmental  
Assistance Program

\_\_\_\_\_  
Signature, Authorized Official  
Date

\_\_\_\_\_  
Print Name of Authorized Official

Approved as to form only by the  
Office of Attorney General

\_\_\_\_\_  
Title of Authorized Official



**Appendix 1: Budget Matrix**

Task	13-15 Biennium Budget Years 1 & 2	13-15 Biennium Actual Expenditures Years 1 & 2	13-15 Biennium Budget Shift and Reduction of Unspent Funds Years 1 & 2	13-15 Biennium Revised Budget Years 1 & 2	15-17 Biennium Budget Add Year 3	Total Project Years 1-3
1. Project Coordination	\$ 28,983	\$ 51,118.93	\$ 22,135.93	\$ 51,118.93	\$ 9,491.59	\$ 60,610.52
2. Secure Consultant Services	\$ 5,903	\$ 14,647.08	\$ 8,744.08	\$ 14,647.08	\$ -	\$ 14,647.08
3. Public Participation Plan	\$ 58,811	\$ 28,100.95	\$ (30,710.05)	\$ 28,100.95	\$ 2,042.50	\$ 30,143.45
4. Prelim. Assessment of Shoreline Jurisdiction	\$ 7,085	\$ 8,684.99	\$ 1,599.99	\$ 8,684.99	\$ -	\$ 8,684.99
5. Shoreline Inv., Analysis, and Characterization	\$ 127,710	\$ 128,879.56	\$ 1,169.56	\$ 128,879.56	\$ -	\$ 128,879.56
6. Draft Shoreline Master Program	\$ 109,921	\$ 69,576.01	\$ (40,344.99)	\$ 69,576.01	\$ 27,604.38	\$ 97,180.39
7. Preliminary Cumulative Impacts Analysis		\$ 8,431.61	\$ 8,431.61	\$ 8,431.61	\$ 4,085.00	\$ 12,516.61
8. Restoration Plan	\$ 27,422	\$ 24,618.75	\$ (2,803.25)	\$ 24,618.75	\$ -	\$ 24,618.75
9. Final Draft SMP / Supporting Docs	\$ -	\$ -	\$ -	\$ -	\$ 45,387.42	\$ 45,387.42
10. Local SMP Adoption Process		\$ -	\$ -	\$ -	\$ 55,591.23	\$ 55,591.23
<b>Total</b>	<b>\$ 365,835</b>	<b>\$ 334,057.88</b>	<b>\$ (31,777.12)</b>	<b>\$ 334,057.88</b>	<b>\$ 144,202.12</b>	<b>\$ 478,260.00</b>



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

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

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>3</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
<b>DISTRIBUTION LIST:</b>		
<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"/> Fair
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM
	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> SDC
	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Superior Court
		<input type="checkbox"/> Treasurer
		<input type="checkbox"/> Veg Mgmt
		<input type="checkbox"/> WSU Ext.
		<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>ASSESSOR</u>	DIVISION (if applicable): _____
OFFICIAL NAME & TITLE: <u>BRUCE WALKER,</u>	PHONE / EXT: <u>2208</u>
SIGNATURE: <u><i>Bruce Walker, Chief Deputy</i></u>	DATE: <u>10/7/2015</u>
NARRATIVE OF REQUEST SIGNATURES REQUIRED ON CONTRACT AMENDMENT, ADDING 3 NEW T2 MOBILE USERS FOR APPRAISERS IPADS; COST OF \$1200 EACH, TO BE PRORATED FOR 2015 YEAR	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment to Master Agreement with Manatron, Inc. No. WA2013.005 for additional T2 mobile users at a rate of \$1,200 each, subject to adequate budget appropriations	

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered WA2013.005.05 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. WA2013.005 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC. – A THOMSON REUTERS BUSINESS</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	<b>PACIFIC COUNTY, WASHINGTON</b> 300 Memorial Drive P. O. Box 86 South Bend, Washington 98586 ("Customer")
Attention: Mary T. Ammar, Senior Contract Administrator Telephone No.: (269) 388-2604 Fax No.: (269) 567-2930 E-mail Address: mary.ammar@thomsonreuters.com	Attention: Bruce Walker, Assessor Telephone No.: (360) 875-9301 Fax No.: (360) 875-9306 E-mail Address: brucew@co.pacific.wa.us

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**TRTA GOV**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

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

Witnessed: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed or Typed Name)

**PACIFIC COUNTY, WASHINGTON**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

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

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

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

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

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

Witnessed: \_\_\_\_\_  
(Signature)

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

**SIGNATURE PAGE**

Date: October 2, 2015



**SOFTWARE SCHEDULE FOR PACIFIC COUNTY, WASHINGTON**

Schedule No. WA2013.005.05 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. WA2013.005 between Manatron and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	Quantity	Unit Price	Total Price	Office
T2 Mobise Mobile System	T2-MOBISE SYSTEM	1	Existing Software	-	
Total Software Fees:				N/A	

**SOFTWARE USE RESTRICTIONS:** Site license(s).

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

**NOTES:** Customer must have an iPad that is compatible with the current Apple operating system that Mobise requires. Any Mobise professional services, including custom development, that are requested by Customer will be billed at an hourly rate of \$90.00 and will be quoted and delivered based on an individual statement of work (SOW) as agreed to and executed by the parties. The hourly rate is subject to change.

Date: October 2, 2015



**MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR PACIFIC COUNTY, WASHINGTON**  
Schedule No. WA2013.005.05 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. WA2013.005 between Manatron and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Notes
T2 Mobise Mobile System (three [3] additional users)	T2-MOBISE SYSTEM-S	\$ 3,600.00	
Total Annual Software Support Services Fees:		\$ 3,600.00	

**ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.**

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services under this agreement shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

**DELAYED BILLING FEES:** If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay TRTA Gov an annual delayed billing fee equal to the greater of 5% of the total Software Support Services Fees or three hundred dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: October 2, 2015



**SUMMARY SCHEDULE FOR PACIFIC COUNTY, WASHINGTON**

Schedule No. WA2013.005.05 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. WA2013.005 between Manatron and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
Total One-Time Fees - Plus Freight:	N/A

**Payment Terms for One-Time Fees:** N/A.

**Taxes:** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES	\$ 3,600.00

**Payment Terms for Ongoing Fees:** Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement.

Date: October 2, 2015



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

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

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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


☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 9/17/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the reappointment of Timberland Regional Support Network Advisory Board members Sigrine Vally and Doug Levitt	



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

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

REQUESTED MEETING DATE:  
10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 10/8/2015

NARRATIVE OF REQUEST

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

Approve official bond Verification Certificates for the following: Public Works Director/County Engineer Mike Collins, Commissioner Lisa Ayers, Sheriff Scott Johnson, Assessor Bruce Walker, South District Court Judge Doug Goelz, North District Court Judge Betsy Penoyar, Auditor/Registrar Joyce Kidd and Clerk of Superior Court Virginia Leach





Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

**VERIFICATION CERTIFICATE**

License No. N/A

Bond No.: 105380028

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

January 1, 2010, in the amount of Fifty Thousand

( \$50,000.00 ) on behalf of

Michael W. Collins (as Principal),

and in favor of Pacific County (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

**VERIFICATION CERTIFICATE**

License No. N/A

Bond No.: 105527291

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

December 23, 2014, in the amount of Fifteen Thousand

( \$15,000.00 ) on behalf of

Lisa Ayers (as Principal),

and in favor of County of Pacific (as Oblige),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

## VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 105530092

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

December 23, 2014, in the amount of Ten Thousand

( \$10,000.00 ) on behalf of

Scott L. Johnson (as Principal),

and in favor of Pacific County (as Oblige),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

## VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 105551651

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

December 23, 2014, in the amount of Ten Thousand

( \$10,000.00 ) on behalf of

Bruce Walker (as Principal),

and in favor of Pacific County (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

## VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 105551662

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

December 23, 2014, in the amount of Ten Thousand

( \$10,000.00 ) on behalf of

Douglas E. Goelz (as Principal),

and in favor of Pacific County (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

**VERIFICATION CERTIFICATE**

License No. N/A

Bond No.: 105552486

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

December 23, 2014, in the amount of Ten Thousand

( \$10,000.00 ) on behalf of

Elizabeth Penoyar (as Principal),

and in favor of County of Pacific (as Oblige),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

## VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 106213083

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated  
December 09, 2014, in the amount of Fifty Thousand  
( \$50,000.00 ) on behalf of

Joyce M Kidd (as Principal),  
and in favor of Pacific Country (as Obligee),  
remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**



Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

## VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 106213112

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

December 09, 2014, in the amount of One Thousand

( \$1,000.00 ) on behalf of

Joyce M Kidd (as Principal),

and in favor of Pacific County (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**





Michelle R Stasko  
1501 Fourth Avenue, Suite 1000  
SEATTLE, WA 98101

## VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 106241643

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

February 06, 2015, in the amount of Fifty Thousand

( \$50,000.00 ) on behalf of

Virginia A. Leach (as Principal),

and in favor of Pacific County (as Oblige),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated September 28, 2015

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_  
Attorney-in-Fact **Michelle R Stasko**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

6

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, September 22, 2015**

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

**CALLED TO ORDER – 9:01AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Eric Weston, Chief Deputy Prosecutor  
Tom Gradt, Operations Manager  
Faith Taylor-Eldred, Community Development Director  
Scott McDougall, Emergency Management Deputy Director

**GENERAL PUBLIC IN ATTENDANCE**

Gerry Amacher  
Cheryl Heywood, TRL Director  
Bob Hallo, TRL  
Kristine Pointer, TRL  
Iver Matheson TRL  
Michelle Zilki. TRL

**PUBLIC COMMENT**

Cheryl Heywood, Timberland Regional Library Director presented the quarterly update

**YEARS OF SERVICE**

**20 Years:** Linda Normandin (SDC)

**CONSENT AGENDA (Items 1-10)**

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

**Health & Human Services Department**

**Approve Amendment #6 to Contract 2011-13 WBH TX with Willapa  
Behavioral Health to provide substance abuse treatment services county wide**

**PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51**

**Approve Amendment #3 to Contract 2013-15 with Boys & Girls Club of the Long Beach Peninsula to provide childcare services for parenting classes and other community events and to provide resource development for after-school programs**

**Approve Amendment #5 to Contract 2011-13 with Educational Services District 113-True North to provide substance abuse treatment services for youth county wide**

**Approve hire of Amanda Bunker, RN, at 0.6 FTE, Grade 13 Step 1, effective September 21, 2015**

**Superior Court**

**Approve hire of Stephanie Feuchter, Assistant Court Administrator/Court Recorder, Grade 9 Step 1, effective September 16, 2015**

**Boards/Commissions**

**Approve the reappointment of Fair Advisory Board members Mary Doubek and Val Rowe**

**Approve reappointment of Marine Resource Committee Members: Paul Philpot, Key McMurry, Brian Sheldon, Dale Beasley, Kathleen Sayce and Mike Cassinelli**

**General Business**

**Approve regular meeting minutes of September 8, 2015**

**Approve Vendor Claims:  
Warrants Numbered 128723 thru 128847 - \$432,523.69**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Acknowledge resignation of Rob Pointer, effective September 15, 2015 and approval request to post and advertise (if necessary) vacant position**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve issuance of Request for Proposal (RFP) for housing and homeless programs and services**

**PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51**

**Approve Interlocal Agreement with Great Rivers Behavioral Health Organization to plan, coordinate and administer behavioral health services**

**Approve issuance of Request for Applications (RFA) for the millage mini grants for programs and services that support individuals with developmental disabilities and/or that promote mental wellness**

**ITEMS REGARDING ASSESSOR'S OFFICE**

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

**Approve purchase of five computers in an amount not to exceed \$6,744 and three iPads not to exceed \$2,687, including sales tax for both, subject to adequate budget appropriations**

**ITEMS REGARDING RISK MANAGEMENT**

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

**Approve payment in the amount of \$1,443.63 pertaining to Claim for Damages #2015-08-003, subject to release being completed and returned**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Acknowledge resignation of Civil Service Commission member, Steve Young**

**Acknowledge resignation of Fair Advisory Board member, Dean Farrell**

**Acknowledge resignation of Marine Resource Committee member, Jackie Ferrier**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Adopt Resolution 2015-043 authorizing amendments to the fy2015 budget by appropriation transfer**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Award the best and most responsive bid pertaining to the asbestos removal project for county owned property at 80 Airport Road to Advance Environmental Inc., of Olympia, in the amount of \$63,375.07, subject to adequate budget appropriations and authorize Director to sign** *(Other bids received from KD&S Environmental Inc., of Montesano in the amount of \$7,063.06 including sales tax and from Thermatech Northwest Inc., of Lakewood in the amount of \$51,112 not including sales tax)*

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Vendor Claims, Warrants Numbered 128848 thru 128970 in the amount of \$233,183.29, subject to adequate budget appropriations**

**RECESS 9:26AM**

**EXECUTIVE SESSION 9:30AM for 15 minutes (no decision to be made)**

**ATTEND:** Chairman Rogers, Commissioner Wolfe, Commissioner Ayers, County Administrative Officer Kathy Spoor, and Civil Prosecuting Attorney Eric Weston

**Chapter 42.30.110 RCW**

(1) (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, 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.

**PUBLIC HEARING 10:01AM**

**ATTEND:** Chairman Rogers, Commissioner Wolfe, Commissioner Ayers, County Administrative Officer Kathy Spoor, and Civil Prosecuting Attorney Eric Weston and Management & Fiscal Analyst Paul Plakinger

Chairman Rogers reconvened the meeting and opened the public hearing. Paul Plakinger was sworn in and provided an overview of the supplemental budget requests.

Chairman Rogers closed the public hearing.

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

**Adopt Resolution 2015-044 in the matter of supplemental budget(s) for the allowance of certain expenditures for fy2015**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**MEETING CLOSED – 10:10AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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Steve Rogers, Chairman

ATTEST:

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Frank Wolfe, Commissioner

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Marie Guernsey  
Clerk of the Board

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Lisa Ayers, Commissioner

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

**OTHER BUSINESS FOR FILING**

Letter dated September 2, 2015, received from residents along Hungry Harbor Lane regarding their objection to aerial spraying of several herbicides by Hancock Timber.

Letter dated September 2, 2015, received from Una Boyle of Long Beach and signed by eight other residents of 30<sup>th</sup> Street regarding derelict home and residence on the corner of Pacific Highway and 30<sup>th</sup> Street in Seaview.

Email from Brandon Hirschi regarding a 5k and a 10k run from Ocean Park to Joe Johns Road and back which will be held on September 19, 2015.

State Auditor's Exit Conference materials held on September 14, 2015.

Copy of Representation letter to WA State Auditor's Office signed by Commissioner Steve and Rogers and Auditor County Joyce Kidd filed this date.

Letter of thanks from Jackie Ferrier regarding the Greenhead Slough restoration project.

Board of Health Report dated September 21, 2015 filed this date.

WA State Liquor and Cannabis Board notice of expirations for Mount Baker Vineyards, The Metro Espresso Café/Galletti's Spaghetti and Sid's IGA.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

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

September 1, 2015

Workshop w/ Health re: staffing

Workshop w/ Sheriff's Office re: wage schedule

Executive Session held Chapter 42.30.110(1)(b)&(g) 12:00PM for 25 minutes

September 2, 2015

Fy2016 budget workshop

Workshop re: fy2015 budget supplements

Fy2016 budget workshop

September 4, 2015

Meeting agenda review

September 8, 2015

BOH/BOCC Meeting

Joint Management meeting

September 10, 2015

Vegetation Management fy2016 budget workshop

Prosecutor fy2016 budget workshop

Meet w/ Lola Flores re: economic assessment

September 14, 2015

State Auditor's Exit Conference

Workshop w/ Health re: Behavioral Health Organization Interlocal Agreement

September 16, 2015

Workshop re: tax foreclosure properties

DCD fy2016 budget workshop

Fy2016 budget workshop

September 21, 2015

Workshop re: Morehead County park

Meeting Agenda Review

Departmental Briefings

Board of Health Annual Report

September 22, 2015

BOH/BOCC Meeting

Executive Session held Chapter 42.30.110(1)(i) 9:30AM for 15 minutes

Workshop w/ DCD

September 24, 2015

Fy2016 budget workshop

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

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

*Continued*

September 25, 2015

Fy2016 budget workshop

September 28, 2015

Workshop w/ PacMtn Workforce Development Council

Auditor fy2016 budget workshop

Workshop w/ DPW re: fy2016 general fund capital requests

September 28, 2015

NDC fy2016 budget workshop

Sheriff's fy2016 budget workshop

September 30, 2015

WSU fy2016 budget workshop

Fy2016 budget workshops



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**10:00 AM**  
**Monday, October 5, 2015**

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

**CALLED TO ORDER – 10:03AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Scott Johnson, Sheriff  
Pat Matlock, Chief Criminal Deputy  
Denise Rowlett, Chief Civil Deputy

**GENERAL PUBLIC IN ATTENDANCE**

Mark Perez  
Bonnie Cozby

**PUBLIC HEARING**

Chairman Rogers opened the public hearing for regarding filing of the preliminary fy2016 budget. Those wishing to testify or provide testimony were sworn in, which included staff: County Administrative Officer Kathy Spoor, Management & Fiscal Analyst Paul Plakinger and Sheriff Scott Johnson. Members of the public were also sworn in: Mark Perez and Bonnie Cozby.

Paul provided an overview of the preliminary fy2016 budget. The preliminary budget is being presented for acknowledgement and filing. It is anticipated the fy2016 budget will be adopted on October 27, 2015. At this time, no formal action of the Board is required.

Mark Perez read a statement into the record pertaining to Lodging Tax funding for the Sheriff's Office. *(Statement was not provided to the Clerk for the record)*

Bonnie Cozby spoke regarding funding for the Sheriff's Office through Lodging Tax for the 4<sup>th</sup> of July and for the drug task force.

Chairman Rogers closed the hearing.

The preliminary fiscal year 2016 is filed and no further action of the Board is required.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**MEETING CLOSED – 10:19AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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Steve Rogers, Chairman

ATTEST:

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Frank Wolfe, Commissioner

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Marie Guernsey  
Clerk of the Board

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Lisa Ayers, Commissioner

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

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

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

As of this date, September 22, 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

128971                      thru                      129052                      \$ 213,838.07

Warrants Dated: September 23, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

\_\_\_\_\_  
Chairman

ATTEST:

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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

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

As of this date, October 13, 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

129053                      thru                      129129                      \$ 235,380.97

Warrants Dated: September 30, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

*Michael Patrick*  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

OCT - 1 2015

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RATION  
SIONERS

## COUNTY OF PACIFIC - STATE OF WASHINGTON

## BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: SEPTEMBER, YEAR OF 2015

TOTAL EMPLOYEES: 187

TOTAL PAYROLL: \$716,914.08

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_13th\_\_\_ day of October 2015

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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



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

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

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 9-30-15

#### NARRATIVE OF REQUEST

Approve posting/advertisement for South County Shop Supervisor.

Jim Simpson, current Shop Supervisor, has been appointed to fill a vacant Road Maintenance II position, effective November 2, 2105

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

Approve the posting (and advertising if necessary) of vacant South County Shop Supervisor, Grade 13



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

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

REQUESTED MEETING DATE:

10/13/15

## AGENDA REQUEST FORM

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

Agenda Item#: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU 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: 9-28-15

### NARRATIVE OF REQUEST

Project Prospectus packet for submittal to WSDOT for the Sandridge Road Resurfacing Project MP 8.30 to MP 10.52. Documents attached which need BOCC signature includes; CRP 1644, Local Agency Agreement for Preliminary Engineering funds, and Project Prospectus page 1-3.

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

Adopt Resolution 2015-045 initiating County Road Project #1644; approve WA State Department of Transportation Local Agency Agreement pertaining to the Sandridge Road Resurfacing Project and authorize Chair to sign; approve Local Agency Federal Aid Project Prospectus and authorize Director to sign

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

\*\*\*\*\*

**IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1644  
RESOLUTION NO. 2015-\_\_\_\_\_**

\*\*\*\*\*

**IT IS HEREBY RESOLVED** by the Board of County Commissioners that **SANDRIDGE ROAD** State Road Log Number **91090 MP 8.30 TO MP 10.52** be improved as follows:

**RESURFACE WITH HOT MIX ASPHALT**

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
Right of Way	\$
Administration	\$
SUBTOTAL	\$ 5,000
Construction	\$ 790,000
<b>TOTAL</b>	<b>\$ 795,000</b>

[ XX ] **This project is hereby a part of the officially adopted 2015 Annual Road Program in accordance with R.C.W. 36.81.130 and appears as Item No. 30 REVISED.**

[ XX ] **This project is a part of the officially adopted 2016-2021 Six Year Transportation Program and appears as Item No. 2.**

**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 13<sup>TH</sup> DAY OF OCTOBER, 2015.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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





# Washington State Department of Transportation

Agency County of Pacific

Address PO Box 66  
South Bend, WA 98586

## Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

### Project Description

Name Sandridge Road Resurfacing Project

Length 2.22 miles

Termini MP 8.30 to MP 10.52

### Description of Work

The Sandridge Road Resurfacing Project MP 8.30 to MP 10.52 will repair the existing asphalt, installation of a prelevel lift followed by a wearing course lift of hot mix asphalt, traffic control and roadway striping.

Project Agreement End Date 12/2016

Proposed Advertisement Date 6/2016

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE				
86.5 %	a. Agency	5000	675	4325
	b. Other			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	5,000.00	675.00	4,325.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	5,000.00	675.00	4,325.00

### Agency Official

By

Title Chairman, Board of County Commissioners

### Washington State Department of Transportation

By

Director, Local Programs

Date Executed

## Construction Method of Financing (Check Method Selected)

### State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

### Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

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

\_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

## Provisions

### I. Scope of Work

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

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

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

### II. Delegation of Authority

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

### III. Project Administration

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

### IV. Availability of Records

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

### V. Compliance with Provisions

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

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

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

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

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

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

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

#### **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

##### **1. Project Construction Costs**

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

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

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

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

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

#### **VII. Audit of Federal Consultant Contracts**

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

#### **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

## **XI. Indemnity**

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

## **XII. Nondiscrimination Provision**

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

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

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

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

The Agency also agrees:

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

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

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

### **XIII. Liquidated Damages**

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

### **XIV. Termination for Public Convenience**

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

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

### **XV. Venue for Claims and/or Causes of Action**

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

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

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

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

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

### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## **Additional Provisions**



Prefix	Route	( )
Federal Aid Project Number		
Local Agency Project Number	CRP 1644	(WSDOT Use Only)
Date	9/29/2015	
DUNS Number	084604016	
Federal Employer Tax ID Number	91-6001356	

Agency County of Pacific	CA Agency <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Sandridge Road Resurfacing Project	Start Latitude 46.4375N End Latitude 46.4641N	Start Longitude 124.0235W End Longitude 124.0295W
Project Termini From - To at MP 8.30 and MP 10.52	Nearest City Name Ocean Park	Project Zip Code (+ 4) 98640
Begin Mile Post 8.30	End Mile Post 10.52	Length of Project 2.22
Route ID 91090	Begin Mile Point	End Mile Point
City Number	County Number 025	County Name Pacific
WSDOT Region Southwest Region	Legislative District(s) 19	Congressional District(s) 3
	Urban Area Number CWCOG	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$5,000	\$675	\$4,325	11/2015
R/W				
Const.	\$790,000	\$106,650	\$683,350	6/2016
Total	\$795,000	\$107,325	\$687,675	

### Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 14 foot	Number of Lanes 2 lane
Sandridge Road has distresses.	

### Description of Proposed Work

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

The Sandridge Road Resurfacing Project MP 8.30 to MP 10.52 will repair the existing asphalt, installation of a prelevel lift followed by a wearing course lift of hot mix asphalt, traffic control and roadway striping.

Local Agency Contact Person Michael W. Collins	Title Director of Public Works/County Engineer	Phone 360-875-9368
Mailing Address PO Box 66	City South Bend	State WA
		Zip Code 98586-0066

Project Prospectus Approval	By _____	Approving Authority
	Title Director/County Engineer	Date _____

Agency County of Pacific	Project Title Sandridge Road Resurfacing Project	Date 9/29/2015
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input checked="" type="checkbox"/> 3-R	14 foot
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	2 lanes
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input checked="" type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	45	
Design Speed	45	
Existing ADT	2,794	
Design Year ADT	2,794	
Design Year	2015	
Design Hourly Volume (DHV)		

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

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

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

Agency County of Pacific	Project Title Sandridge Road Resurfacing Project	Date 9/29/2015
-----------------------------	---	-------------------

## Right of Way

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

## Utilities

<input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract
---

## Railroad

<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract
--

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

## FAA Involvement

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

## Remarks

The Sandridge Road Resurfacing Project is anticipated to be contained within the roadway prism.

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

Agency County of Pacific - Board of County Commissioners

Date \_\_\_\_\_

By \_\_\_\_\_  
Mayor/Chairperson





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

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

REQUESTED MEETING DATE:  
10-13-2015

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Public Works	DIVISION (if applicable): Computer Services
OFFICIAL NAME & TITLE: Andy Seaman, Computer Services Supervisor	PHONE / EXT: 2271
SIGNATURE: _____	DATE: _____
<b>NARRATIVE OF REQUEST</b> Purchase network switches to serve as the core network in the Long Beach County Services Building to replace unreliable contractor supplied equipment. These items are included in the 2015 Capital Expenditure Budget fund 502.	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Approve purchase from state bid network switches to serve as the core network in the Long Beach County Services Building from Right! Systems, Inc. in the amount of \$26,308.26, not including sales tax, subject to adequate budget appropriations	



**Right!  
Systems  
Inc.**

**Right! Systems, Inc.**

2600 Willamette Drive NE  
Suite C  
Lacey, WA 98516  
Phone: 360-528-4077

**QUOTE**

Date	08/03/15
Quote #	RSIQ24592
SalesRep	
Casey DeBow	360-528-4077
Prepared By	
Dennis Baranick	208-287-0491
Customer Contact	
Andy Seaman	
(360) 875-9300	
aseaman@co.pacific.wa.us	

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

<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> Ground
<b>Special Instructions:</b>	

#	Description	Part #	Qty	Unit Price	Ext. Price
1	<b>WA State HP Telecommunications Contract: T07-MST-793</b>				
2	HP 3800-48G-PoE+-4SFP+ Switch - Switch - L3 - managed - 48 x 10/100/1000 (PoE) + 4 x 10 Gigabit Ethernet / 1 Gigabit Ethernet SFP+ - rack-mountable - PoE	J9574A#ABA	3	\$5,754.54	\$17,263.62
3	HP - Network stacking module - stacking - 4 ports - for HP 3800-24G-2XG, 3800-24G-PoE+-2XG, 3800-48G-4XG, 3800-48G-PoE+-4XG	J9577A	3	\$923.34	\$2,770.02
4	HP - Stacking cable - 3.3 ft - for P/N: J9577A, J9577A#ABA	J9665A	3	\$190.74	\$572.22
5	HP Foundation Care Next Business Day Exchange Service - Extended service agreement - replacement - 5 years - shipment - 9x5 - response time: NBD - for HP 3800-24, 3800-48	U3MT6E	3	\$1,900.80	\$5,702.40
				Sub Total	\$26,308.26
				Sales Tax	
				<b>Grand Total</b>	<b>\$26,308.26</b>

**Terms and Conditions**

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



**REQUESTED MEETING DATE:**

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_


☐ Legal

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 10/6/15
NARRATIVE OF REQUEST	
<p>The Department requests authorization to sign Department of Ecology grant agreement W2RCLCP-1517-PACCCDD-00017. This grant will be used to fund the Summer Youth Crew activities until June 2017.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Agreement #W2RCLCP-1517-PaCCDD-00017 with Department of Ecology for the Waste 2 Resources Community Litter Cleanup Program and authorize Director to sign</p>	

Name of Contractor: <u>Department of Ecology</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>CLCP 2015-2017</u>	
Contract/Agreement/Grant/Amendment #: <u>W2RCLCP-1517-PACDD-00017</u>	
Indicate type: <input checked="" type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): \$49,056.00 <span style="float: right;">TOTAL TAX:</span>	
TOTAL SHIPPING/HANDLING: <span style="float: right;">EXPENDITURE FUND #: <u>116</u> .XXX.XXX.XX.XX</span>	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <span style="float: right;">DESCRIBE MATCH:</span>	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <span style="float: right;">AMOUNT OF MATCHING FUNDS:</span>	



## **Agreement W2RCLCP-1517-PaCCDD-00017**

### **WASTE 2 RESOURCES COMMUNITY LITTER CLEANUP PROGRAM AGREEMENT**

**BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**Pacific County Department of Community Development**

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and Pacific County Department of Community Development, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

---

#### **GENERAL INFORMATION**

Project Title:	CLCP 2015-2017
Total Cost:	\$116,616.00
Total Eligible Cost:	\$49,056.00
Ecology Share:	\$49,056.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	06/30/2017
Project Type:	CLCP Grant

#### **Project Short Description:**

Litter and Illegal Dump Cleanup and Prevention Project

#### **Project Long Description:**

To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations. The recipient shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth herein.

#### **Overall Goal:**

The County will hire paid youth crews to clean County roads, state highways, and illegal dumpsites. They will work eight hour days, four to five days a week. Each crew will consist of 3 high school aged youth, a crew lead, and an adult crew supervisor. The County will be responsible for all safety training and safety equipment, along with ensuring that the safety requirements are followed.

Agreement No: W2RCLCP-1517-PaCCDD-00017  
Project Title: CLCP 2015-2017  
Recipient Name: Pacific County Department of Community Development

Recyclable materials will be separated out prior to the transfer station for recycling. Illegal dump sites will be identified by the local environmental health department, community groups, and local citizens.

Community groups will be supported by use of materials, such as litter pickers and bags, as resources allow. The Washington State Department of Transportation, Department of Ecology, and local community groups will be contacted as necessary to avoid duplication of efforts.

## RECIPIENT INFORMATION

Organization Name: Pacific County Department of Community Development

Federal Tax ID: 91-6001356

DUNS Number: 084604016

Mailing Address: PO Box 68  
South Bend, WA, 98586

Physical Address: PO Box 68  
South Bend, Washington, 98586

Organization Email: ftaylor@co.pacific.wa.us

## Contacts

<b>Project Manager</b>	Megan McNelly  PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356
<b>Billing Contact</b>	Megan McNelly  PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356
<b>Authorized Signatory</b>	Faith Taylor-Eldred Director  PO Box 68 1216 W Robert Bush Drive South Bend, Washington, 98586 Email: ftaylor@co.pacific.wa.us Phone: (360) 875-9356

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Waste 2 Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
300 Desmond Drive  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	* Ariona  P.O Box 47775 Olympia, Washington, 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 407-6351
<b>Financial Manager</b>	My-Hanh Mai  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: mmai461@ecy.wa.gov Phone: (360) 407-6395



RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**Pacific County Department of Community Development**

---

Program Manager

Date

---

Faith Taylor-Eldred

Date

Director

Waste 2 Resources

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$49,056.00**

Task Title: Litter Pickup and Illegal Dump Cleanup

### Task Description:

The County will hire paid youth crews to clean County roads, state highways, and illegal dumpsites. They will work eight hour days, four to five days a week. Each crew will consist of 3 high school aged youth, a crew lead, and an adult crew supervisor. The County will be responsible for all safety training and safety equipment, along with ensuring that the safety requirements are followed. Safety equipment includes the following: hats, gloves, vests, signs, safety glasses, and cones.

Litter will be collected, bagged, and placed on a trailer for hauling to a local transfer station. Disposal will occur at a frequent schedule to prevent creating a nuisance or public hazard. Recyclable materials will be separated out prior to the transfer station for recycling. Any revenue from the recycled materials will remain in the County. Illegal dump sites will be identified by the local environmental health department, community groups, and local citizens. Appropriate dump site locations will be passed on to the crew supervisor for clean-up and disposal.

Community groups will be supported by use of materials, such as litter pickers and bags, as resources allow. The Washington State Department of Transportation, Department of Ecology, and local community groups will be contacted as necessary to avoid duplication of efforts.

### Eligible Costs:

The RECIPIENT will use awarded funds for the following:

- Litter crew supervisor's salary and benefits
- Crew lead wages
- Youth crew wages
- Fuel costs and vehicle maintenance
- Grant-eligible training
- Purchase necessary equipment, tools, and supplies
- Grant-eligible disposal costs
- 10 percent of administration costs

### Community Investments:

Pacific County Department of Public Works (DPW) will provide signage and a flagger, when necessary, assist with disposal costs for illegal dumping on County roads, and provide locations that need to be cleaned. They will also provide an additional crew to assist with collection of litter in areas that the Community Development youth crew is unable to clean due to safety. They will coordinate pick-up, transportation, and disposal of any material collected from County roads by either paid work crews or volunteer organizations.

The County will pay for any/all administrative fees for the youth crew.

Risk Management will provide any and all safety trainings and/or materials to perform their job safely.

### Task Goal Statement:

The County will clean up County roads, State highways, and illegal dump sites in Pacific County through the work of youth crews and existing community clean-up groups.

### Task Expected Outcome:

350 Road miles to be cleaned 5,500 Pounds of litter collected

0 Acres to be cleaned 2,500 Pounds of debris from illegal dumps  
 10 Illegal dump sites to be cleaned 640 Supervisor hours  
 2,000 Pounds of material recycled 2560 Total crew hours

Recipient Task Coordinator: Megan McNelly

### Litter Pickup and Illegal Dump Cleanup

#### Deliverables

Number	Description	Due Date
1.1	350 Road miles cleaned	
1.2	10 illegal dumpsites cleaned up	
1.3	2,000 lbs litter recycled	
1.4	5,500 lbs litter picked up on roadways	
1.5	2500 lbs picked up from illegal dumps on public lands	
1.6	640 supervisor hours worked	
1.7	2560 crew hours worked	

## BUDGET

### Funding Distribution EG150162

Funding Title: Pacific County CLCP Grant 2015-2017  
Funding Type: Grant Funding Expiration Date: 06/30/2017  
Funding Effective Date: 07/01/2015  
Funding Source:

Title: 044 WRRLCA  
Type: State  
CFDA:  
Assistance Agreement:  
Description:

Recipient Match %: 0  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Pacific County CLCP Grant 2015-2017	Task Total
Litter Pickup and Illegal Dump Cleanup	\$ 49,056.00
Total: \$ 49,056.00	

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Pacific County CLCP Grant 2015-2017	0.00 %	\$ 0.00	\$ 49,056.00	\$ 49,056.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 49,056.00</b>	<b>\$ 49,056.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

Grant administrative costs are limited to 10 percent of grant approved expenditures, excluding Tools and Trucks. Administrative costs for Tools and Trucks are not allowed under this grant program.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

## **GENERAL TERMS AND CONDITIONS**

### **1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### **2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### **3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to

approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.



Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

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

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and

women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an

extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. 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, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low

impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. 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.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



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:**

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

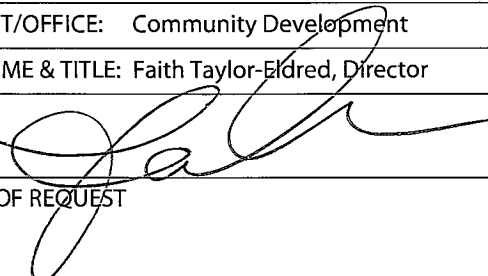
☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Oct 11/15</u>
NARRATIVE OF REQUEST	
<p>The Department requests authorization to sign Department of Ecology grant agreement W2RCPG-1517-PaCCDD-00063. This grant will be used to fund the Solid Waste Code Enforcement activities until June 2017.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Agreement #W2RCPG-1517-PaCCDD-00063 with Department of Ecology for the Waste to Resources Coordinated Prevention Grant Program and authorize Director to sign	

Name of Contractor: <u>Department of Ecology</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>2015-17 CPG Pacific Co SWE</u>	
Contract/Agreement/Grant/Amendment #: <u>W2RCPG-1517-PaCCDD-00063</u>	
Indicate type: <input checked="" type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other Services (Please Describe):	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): <u>119,628.00</u> TOTAL TAX: _____	
TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: <u>116</u> .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DESCRIBE MATCH: _____	
MATCHING FUNDS REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No AMOUNT OF MATCHING FUNDS: <u>\$18,234.75</u>	





DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**Agreement W2RCPG-1517-PaCCDD-00063**

WASTE 2 RESOURCES COORDINATED PREVENTION GRANT PROGRAM AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PACIFIC COUNTY

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and PACIFIC COUNTY, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

**GENERAL INFORMATION**

Project Title:	2015-17 CPG PACIFIC CO SWE
Total Cost:	\$119,628.00
Total Eligible Cost:	\$72,939.00
Ecology Share:	\$54,704.25
Recipient Share:	\$18,234.75
The Effective Date of this Agreement is:	07/10/2015
The Expiration Date of this Agreement is no later than	06/30/2017
Project Type:	Solid Waste Enforcement

Project Short Description:

Pacific County will spend \$77,939 to monitor seven (7) solid waste handling facilities and sites for compliance with rules and regulations; will investigate and resolve 272 solid waste complaints; and will attempt to prevent violations in the first place through education and outreach over the two year grant period.

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

## RECIPIENT INFORMATION

Organization Name: PACIFIC COUNTY

Federal Tax ID: 91-6001356  
DUNS Number: 084604016

Mailing Address: PO Box 68  
South Bend, WA, 98586

Physical Address: PO Box 68  
South Bend, Washington, 98586

Organization Email: ftaylor@co.pacific.wa.us

## Contacts

<b>Project Manager</b>	Megan McNelly  PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356
<b>Billing Contact</b>	Megan McNelly  PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356
<b>Authorized Signatory</b>	Faith Taylor-Eldred Director  PO Box 68 1216 W Robert Bush Drive South Bend, Washington, 98586 Email: ftaylor@co.pacific.wa.us Phone: (360) 875-9356

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Waste 2 Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
300 Desmond Drive  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	Tami Ramsey  P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612
<b>Financial Manager</b>	Tami Ramsey  P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612
<b>Technical Advisor</b>	Tami Ramsey  P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**PACIFIC COUNTY**

\_\_\_\_\_  
Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faith Taylor-Eldred

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

Waste 2 Resources

## SCOPE OF WORK

Task Number: 1 Task Cost: \$72,939.00

Task Title: SOLID WASTE ENFORCEMENT

### Task Description:

#### SOLID WASTE HANDLING FACILITY AND SITE COMPLIANCE:

RECIPIENT shall monitor solid waste handling facility compliance with applicable state solid waste regulations including but not limited to Chapter 173-350 WAC, Solid Waste Handling Standards, Chapter 173-351 WAC, Criteria for Municipal Solid Waste Landfills, Chapter 173-304 WAC, Minimum Functional Standards for Solid Waste Handling, and any related local solid waste regulations, or codes. RECIPIENT shall accomplish monitoring of solid waste handling facilities and sites as prescribed by the applicable solid waste regulation(s), including but not limited to permitting inspections and oversight, review of groundwater data, and annual review of financial assurance.

New solid waste permit applications and notices of exemption considered during the grant period for facilities not listed in this task may be managed under this agreement. There are SIX (6) solid waste facilities or sites currently identified in Pacific County with an active solid waste permit: Jessie's Ilwaco Fish Complanly (land application), Dungeness Development (land application), Long Beach Transfer Station, Royal Heights Transfer Station, Pacific County Moderate Risk Waste Facility, Atnip's Recycling. Permit renewals for the following facilities shall be issued per Chapter 173.350.710 (3) WAC and Chapter 70.95.190 RCW. There is currently ONE (1) solid waste facilities or sites identified in Pacific County in post closure status: Rainbow Valley Landfill (closed under 304). RECIPIENT may inspect and monitor sites that are in "exempt" status. Effort must be made to work with additional qualifying sites to establish them as notified and reporting "exempt" sites. There is ONE (1) solid waste facilities or sites currently identified in Pacific County in exempt status: Ron's Recycling.

#### SOLID WASTE INVESTIGATION, ASSISTANCE AND ENFORCEMENT:

RECIPIENT shall investigate solid waste related complaints or concerns, including, at RECIPIENT'S discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT shall offer technical assistance about solid waste regulations and how to prevent violations, and shall enforce as necessary. RECIPIENT shall provide public education about proper handling and disposal methods, and how to prevent violations.

#### EXPECTED COSTS INCURRED:

RECIPIENT expects to incur the following costs: staff time for investigating solid waste related complaints or concerns, and follow up including enforcement; providing technical assistance and education for proper handling and disposal of solid waste; for researching emerging solid waste issues; for attendance at work-related trainings and participation in solid waste organizations. Costs related to purchases can include communication, vehicle use, office supplies (to the extent not covered in the overhead), and tools and supplies and education/outreach material (with ECOLOGY prior approval).

The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY.

### Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing violations in the first place. This is accomplished by providing technical assistance and education, by monitoring for compliance with state and local solid waste regulations, and by enforcing upon those in non-compliance when necessary.

Task Expected Outcome:

RECIPIENT will complete at least one inspection per calendar year at each permitted solid waste facility or site. RECIPIENT will track oversight of solid waste facilities/sites and include the information in quarterly progress reports and will submit copies of inspection reports to ECOLOGY for inspections conducted in the quarter. RECIPIENT will file all issued permits as prescribed herein.

RECIPIENT expects to investigate and resolve 272 solid waste complaints or concerns, and expects to assist in the proper handling of junk or nuisance vehicles. RECIPIENT will track the number investigations and resolutions (including enforcement actions), numbers of general assistance provided, and will report this information quarterly. If grant funds are used for laboratory services, RECIPIENT will note the sites and briefly describe the analytical results in the corresponding quarterly progress report.

Recipient Task Coordinator: Megan McNelly

**SOLID WASTE ENFORCEMENT**

**Deliverables**

Number	Description	Due Date
1.1	RECIPIENT must file all issued permits with the appropriate regional Waste 2 Resources Section Manager within seven (7) days following issuance in accordance with WAC 173-350-710 (2) (c).	
1.2	RECIPIENT shall meet the terms of the applicable regulations for the following activities: Permit issuance, WAC 173-350-710 (2); Permit renewals, WAC 173-350-710 (3) and Chapter 70.95.190 RCW; Permit modifications, WAC 173-350-710 (4).	
1.3	RECIPIENT shall meet the terms of the applicable regulations for the following activities: Inspections, WAC 173-350-710 (5); Permit suspension and appeals, WAC 173-350-710 (6); Variance, WAC 173-350-710 (7); Permit deferral, WAC 173-350-710 (8).	
1.4	RECIPIENT may review annually the compliance status of any solid waste handling facility operating under a permit deferral approved in accordance with WAC 173-350-710 (8).	
1.5	RECIPIENT may contact Ecology staff for technical advice when a facility is found to be out of compliance to determine appropriate corrective actions, and shall report corrective or enforcement actions on the standard grant reporting forms for the quarter in which the activity occurred.	
1.6	RECIPIENT must develop and submit a prospective annual inspection schedule to ECOLOGY.	12/01/2015

Agreement No: W2RCPG-1517-PaCCDD-00063  
Project Title: 2015-17 CPG PACIFIC CO SWE  
Recipient Name: PACIFIC COUNTY

## BUDGET

### Funding Distribution EG160067

Funding Title: Pacific Co SWE  
Funding Type: Grant Funding Expiration Date: 06/30/2017  
Funding Effective Date: 07/10/2015  
Funding Source:

Title: State Building Construction Account (SBCA)  
Type: State  
CFDA:  
Assistance Agreement:  
Description:

Recipient Match %: 25  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Pacific Co SWE	Task Total
SOLID WASTE ENFORCEMENT	\$ 72,939.00

Total: \$ 72,939.00

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Pacific Co SWE	25.00 %	\$ 18,234.75	\$ 54,704.25	\$ 72,939.00
<b>Total</b>		<b>\$ 18,234.75</b>	<b>\$ 54,704.25</b>	<b>\$ 72,939.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

Indirect costs can be charged at a rate of up to 25% of salaries and benefits.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or



contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:**

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

**GENERAL TERMS AND CONDITIONS**

**1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

**2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.

- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's

decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

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

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. 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, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. 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.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement



ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



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

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

REQUESTED MEETING DATE:

October 13, 2015

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt


☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 10-1-15
<b>NARRATIVE OF REQUEST</b> Request the Board approve and sign the contract with the South Bend School District to provide school nursing to their school district. We have been providing school nursing to this school district for a number of years. The contract funding is included in the approved 2015 budget and in the proposed 2016 budget. There was a slight increase in this contract to account for cost of living raises for staff but otherwise no significant change.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Service Contract for School Nurse Services with South Bend School District	

Revised 8/2015 Page 2  
 Exhibit A to Resolution No. 2010-013

SERVICE CONTRACT  
FOR  
SCHOOL NURSE SERVICES

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

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

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

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

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, care planning and consultation for students with special needs, technical assistance and support regarding health issues for staff. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August, 2015 and shall terminate on the 30th day of June, 2016.

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

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

III - COMPENSATION AND METHOD OF PAYMENT

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

The DISTRICT will pay the COUNTY \$25,641.00 for 518 hours of direct nursing services at the school and for 37 hours of call time throughout the school year. Any hours in excess of these hours will be documented and billed to the District at a rate of \$46.20 per hour.

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

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

#### IV - COMPLIANCE WITH LAWS

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

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

#### V - NON DISCRIMINATION IN SERVICES

The COUNTY shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other handicaps.

#### VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

#### VII - INDEMNIFICATION/HOLD HARMLESS

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

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

#### VIII - SAVINGS AND SEVERABILITY

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

IX - ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of \_\_\_\_\_, 2015.

SOUTH BEND SCHOOL DISTRICT

  
\_\_\_\_\_  
Jon Tienhaara  
Superintendent

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
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

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

REQUESTED MEETING DATE:

October 13, 2015


## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: 15
<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 Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
<b>DISTRIBUTION LIST:</b>		
<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"/> Fair
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile
		<input type="checkbox"/> NDC
		<input type="checkbox"/> PACCOM
		<input type="checkbox"/> Prosecutor
		<input type="checkbox"/> SDC
		<input type="checkbox"/> Sheriff
		<input type="checkbox"/> Superior Court
		<input type="checkbox"/> Treasurer
		<input type="checkbox"/> Veg Mgmt
		<input type="checkbox"/> WSU Ext.
		<input type="checkbox"/> Other


### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 10-1-15
<b>NARRATIVE OF REQUEST</b> Request the Board approve and sign the contract with Washington State Department of Social and Health Services to provide parenting classes to referred clients. The contract funding for this program is included in the approved 2015 budget and in the proposed 2016 budget.	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Approve Country Program Agreement #1563-48737 for Professional Services for parenting classes with Department of Social & Health Services and authorize Chair to sign	

Revised 8/2015 Page 2  
 Exhibit A to Resolution No. 2010-013



 <p>Washington State Department of Social &amp; Health Services</p> <p><i>Transforming lives</i></p>	<b>COUNTY</b>  <b>PROGRAM AGREEMENT</b>  <b>Professional Services</b>	DSHS Agreement Number  1563-48737
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.		Administration or Division Agreement Number  County Agreement Number
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	CCS CONTRACT CODE 2042CS-63
DSHS CONTACT NAME AND TITLE Richard Morgan Contract Manager		DSHS CONTACT ADDRESS 1949 South State Street Tacoma, WA 984052850
DSHS CONTACT TELEPHONE (253)983-6240	DSHS CONTACT FAX	DSHS CONTACT E-MAIL MorgaRA@dshs.wa.gov
COUNTY NAME Pacific County		COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586
COUNTY UBI NUMBER		COUNTY CONTACT NAME Mary Goelz
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL mgoelz@co.pacific.wa.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Click here to enter text.		CFDA NUMBERS
PROGRAM AGREEMENT START DATE 10/01/2015	PROGRAM AGREEMENT END DATE 09/30/2017	MAXIMUM PROGRAM AGREEMENT AMOUNT \$ \$0.00
<b>Professional Services Provided:</b> Statements of Work and Billing and Payment Information appear in the body of this Contract for <b>ONLY</b> the Professional Service(s) selected and checked below:		
Psychosocial Evaluations; Sexual Deviancy Eval Adults Only; Counseling Therapy Treatment; Parenting Instruction; Developmental Assessments; Parenting Assessments; Domestic Violence Perp Treatment; Chemical Dependency Assessment & Treatment		
<b>EXHIBITS.</b> The following Exhibits are attached and are incorporated into this Contract by reference: <b>Exhibit A – Data Security Requirements; Exhibit B - Statement of Work; Exhibit C - Program Requirements</b>		
<b>Contract Purpose:</b> The purpose of these services is to provide professional level mental health services as authorized by Children's Administration to improve the safety of children and the functioning of individuals and families. Services may include assessment, counseling, therapy or treatment services.		
By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement. This Contract shall be binding on DSHS only upon signature by DSHS.		
COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE  Richard Morgan Contract manager, CA/Region 3 South	DATE SIGNED

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse of Client" means mental or physical injury including, but not limited to, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
  - b. "Authorized" means approved by a CA social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
  - c. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - d. "CA" means Children's Administration, within the Department of Social and Health Services.
  - e. "Central Contract Services" means the DSHS Office of Administrative Resources, Central Contract Services, or successor section or office.
  - f. "Child, Youth and/or Client" are used interchangeably throughout this contract and shall mean the party served.
  - g. "Consultant" means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment, evaluation, counseling, or treatment of a client.
  - h. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
  - i. "Counseling" means employing any therapeutic techniques as described under WAC 246-810-010, RCW 18.19.010. Such therapeutic techniques include but are not limited to social work, mental health counseling, and marriage and family therapy, for a fee that offer, assist or attempt to assist an individual or individuals in the amelioration or adjustment of mental, emotional, or behavioral problems, and includes therapeutic techniques to achieve sensitivity and awareness of self and others and the development of human potential:  
<http://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/MentalHealthProfessions.aspx>.
  - j. "Culturally Appropriate" means responsive to a client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
  - k. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - l. "Limited English Proficient Client" means any person applying for or receiving DSHS services directly or by contract whose primary language is not English.
  - m. "SSPS" means Social Service Payment System, the service authorization and payment system used by DSHS for this contract.

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- n. "Staffings" means formal or informal meetings of two or more CA or professional staff, consultants, parents, or others to review, discuss, or make decisions concerning a client or case.
- o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from Children's Administration as described in Exhibit A, as required in the Section below entitled **Secure Management of Confidential Information.**

3. **Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.

4. **Program Requirements – Exhibit C.** The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.

5. **Billing and Payment**

- a. The Contractor must submit a billing statement for professional services using the Professional Servicers Billing Statement available at <https://www.dshs.wa.gov/ca/contracted-providers/contracted-services>.
- b. The Contractor shall be paid for services provided under this Contract at the regional rate in effect at the time services were provided, according to the DSHS published Professional Service Fee Tables available at <http://www.dshs.wa.gov/ca/partners/contractRates.asp>.
- c. The billing statement, report and copies of accompanying referrals shall be submitted monthly to the CA fiduciary specialist responsible for the office of the service referral, identified at <https://www.dshs.wa.gov/ca/contracted-providers/where-send-contracted-billings>.
- d. The Contractor shall contact the responsible Fiduciary Specialist concerning billing questions. Contact information is available at <https://www.dshs.wa.gov/ca/contracted-providers/information-contracted-providers>.
- e. DSHS shall pay the Contractor monthly for DSHS authorized on-going services and evaluations provided to DSHS clients, as requested. Payment shall be dependent upon DSHS receipt of satisfactorily completed required reports that conform to specifications in the Statement (s) of Work.
- f. CA does not pay for cancelled or missed appointments. DSHS will pay only for authorized services actually performed, except when otherwise approved in writing by the Regional Administrator or designee.
- g. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- h. CA will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
- i. DSHS will make payment within thirty (30) days of receipt of a properly completed billing packet. DSHS will generate payment through the DSHS Social Service Payment System (SSPS).

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- j. DSHS may withhold payment if a complete written referral has not been authorized or if required reports are incomplete or delinquent, i.e., not submitted within 10 working days of the due date.
- k. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

### 6. Overpayments and Assertion of Lien

In the event that DSHS establishes overpayments or erroneous payments made to the Contractor under this Contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, and/or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS.

### 7. Insurance

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Contract, that:
  - \_\_\_\_\_ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
  - \_\_\_\_\_ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, upon request by DSHS, provide certificates of insurance to that effect to the DSHS Contact on Page 1 of this Contract.
- c. The Contractor shall ensure that all subcontractors providing client services under this Agreement meet the insurance requirements specified below.

### 8. Insurance Requirements

For the purpose of this section, the term "Contractor" as used in the following provisions shall mean the Contractor and its subcontractors, and the term "Contract" shall mean this Agreement and the Contractor's subcontract with a subcontractor.

The Contractor shall ensure that all subcontractors have and maintain insurance with the following types and limits of coverage. The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor has and maintains insurance as required by this Agreement.

#### a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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**In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:**

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure

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that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

i. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

l. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance

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maintained by Contractor.

### 9. Braam Considerations

In the event that Children's Administration should need to include additional requirements relating to the services provided under this Contract, as part of CA's obligation to meet the requirements of Braam v. State of Washington, the parties agree to negotiate in good faith the incorporation of such additional requirements in this Contract, either by an amendment to this Contract or by a revised contract that would replace this Contract.

### 10. Secure Management of Confidential Information

The Contractor shall ensure that all **Confidential Information** (also referred to as **Personal Information**) as defined in the General Terms and Conditions Section 1, acquired under this contract is used only for the provision of services under this contract and is handled with the utmost confidentiality as described in the General Terms and Conditions, Section 6, *Confidentiality*. In addition:

- a. Sole Proprietor Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed, and protected as described in the Special Terms and Condition Section below entitled **Data Security – Sole Proprietors**.
- b. The Contractors has permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements**.
- c. Failure to comply with applicable requirements may result in termination of this contract.
- d. The Contractor shall provide Security Incident Response in accordance with the CA Incident Response Plan for Providers, which can be accessed at: <https://www.dshs.wa.gov/ca/>.

### 11. Services Authorized as Needed

CA shall request services from the Contractor on an as-needed basis. This Contract does not obligate CA to authorize services from the Contractor.

### 12. Payment Only for Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

### 13. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

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- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DSHS.
- d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

### **14. Recovery of Fees for Noncompliance**

In the event the Contractor bills for services provided and is paid fees for services that DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process

### **15. Prohibition of Use of Funds for Lobbying Activities**

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

### **16. Business/Financial Assessment**

The Contractor authorizes DSHS to obtain a financial assessment and/or credit report of the Contractor's corporation and/or business, and of the principal owner(s) of the corporation and/or business, at any time prior to or during the term of this Contract. A "principal owner" includes person(s) or organization(s) with a 25% or more ownership interest in the business.

DSHS may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DSHS, the Contractor, or any partner or managerial employee of the Contractor, or an owner of 50% or more of the Contractor entity, or a principal owner who exercises control over the Contractor's daily operations:

- a. Has a credit history which could adversely affect the Contractor's ability to perform the contract
- b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business;  
or
- c. Has filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract.

### **17. Investigations of Contractor or Related Personnel**

DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:



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- a. Result in a conviction for violating a local, state or federal law, or
- b. In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS clients.

DSHS may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.

### **18. Removal of Individuals from Performing Services**

- a. In the event that any of Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor assure DSHS that such individual will not provide services to DSHS clients under this Contract.
- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within 24 hours, disallow that person from providing direct services to DSHS clients. Failure to do so may result in a Compliance Agreement and possible suspension or termination of this Contract.

### **19. Compliance Agreement**

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may, at its option, establish a Compliance Agreement. When presented with a Compliance Agreement, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

### **20. Resolution of Differences**

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the section, "Disputes."

A copy of the regional conflict resolution process is available from the DSHS contact person listed on page 1 of this contract.

### **21. Disputes**

- a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:
  - (1) A statement identifying the issue(s) in dispute; and
  - (2) Contractor's name, address and contract number.
- b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.

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- c. A copy of the current Children's Administration's dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:

DSHS/Children's Administration  
Attention Contracts Management Unit  
P.O. Box 45710  
Olympia, WA 98504-5710

- e. This dispute resolution process is the sole administrative remedy available under this Contract.

**22. Data Security – Sole Proprietors.** Sole Proprietors shall comply with the following requirements. All Other Contractors shall comply with the data security requirements stated in Exhibit A.

- a. The Contractor shall instruct all staff, subcontractors and volunteers that confidential information may not be shared in any form except to provide services as required under this contract. This restriction applies to voice conversations, data in any electronic format, data in any paper format, and all other forms of communication.
- b. The Contractor shall ensure that all staff, subcontractors and volunteers understand and agree that:
  - (1) Confidential information in any form must not be left unattended; and
  - (2) Any loss or misplacement of confidential information must be promptly reported to the Contractor, who must report it to DSHS within one day, in accordance with General Terms and Conditions, Section 6.
- c. **Data Transport.** When transporting DSHS Confidential Information electronically the Data will be encrypted. This includes any transmission of the Data over the Internet in any manner including, but not limited to, email outside of their own network.
- d. **Protection of Data.** If the Contractor stores DSHS Data on any of the following media, the data will be protected as described. Storage of the data on any other medium is not allowed unless specifically allowed within the Special Terms and Conditions.
  - (1) **Hard disk drives, CDs, DVDs, USB Flash (thumb) drives, or any form of portable electronic media.** Data stored on hard disks, CDs, DVDs, or USB flash drives, or any form of portable electronic media must be encrypted and stored in an area or place to which only the Contractor or authorized Contractor staff has access. Only authorized Contractor staff may access the data, and a Unique User ID and Hardened Password, or other authentication mechanism which provides equal or greater security, such as biometrics or smart cards, must be used to control access to the data.
  - (2) At the end of the contract period, or when no longer needed, the Data must be deleted. The Data must be destroyed in accordance with sub section f. if the hard disk is removed from service.

Any system containing DSHS data, including PCs, laptops, or servers, must:

- (a) Be encrypted

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- (b) Be manually locked to prevent unauthorized access. Such system must be set to lock automatically after no more than 20 minutes of inactivity.
- (c) Be physically inaccessible to unauthorized individuals.

(3) **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

(4) **Cloud storage.** DSHS data may not be stored on any medium not controlled by the Contractor. Storage on any Internet service such as DropBox, iCloud, Amazon Web Services, or any other Internet based storage system is not allowed.

(5) **Data stored for backup purposes.**

(a) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. Such media will be protected as otherwise described in this exhibit. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in subsection f. Data Disposition

(b) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in subsection f. Data Disposition.

e. **Data Segregation.**

(1) DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach.

(2) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

(3) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

f. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in subsections d (1) and d (4) (b) above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single

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Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	<p>character data, or</p> <p>Degaussing sufficiently to ensure that the Data cannot be reconstructed, or</p> <p>Physically destroying the disk</p>
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- g. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.
- h. If the Contractor cannot protect the Data as articulated within this Contract, including Data shared with a subcontractor, then the Contractor must immediately contact the DSHS Contact prior to signing this contract.

## Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

- a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
- b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

- a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
- b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
  - Physically Secure the portable device(s) and/or media by
    - (d) Keeping them in locked storage when not in use
    - (e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

**h. Data stored for backup purposes.**

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.



## **STATEMENT OF WORK PROFESSIONAL SERVICES**

### ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Authorization of Services and Referral
3. Face to Face Services
4. Services Provided
5. Community Protection Team
6. Consultation
7. Family Centered Practice Model
8. Notifications
9. Reports

The Contractor shall ensure that services provided under this Contract at all times meet the specifications described in this Statement of Work Exhibit.

#### **1. Intent of Services**

The intent of the services to be provided under this Contract is to deliver professional level services as described in Section 4 of this Statement of Work.

#### **2. Authorization of Services and Referral**

The Contractor shall provide services only upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS.

#### **3. Face to Face Services**

The Contractor shall provide services to the client or client's family face-to-face, i.e., in the same room. Electronic contact is not acceptable except as a reasonable accommodation for a client or family member with a disability requiring electronic communication.

#### **4. Services Provided:**

##### **a. Psychosocial Evaluations**

##### **(1) Minimum Qualifications**

- (a) The Contractor shall hold a Master's Degree in social work, psychology, counseling or a closely allied field; or be
- (b) Certified as a Counselor in the State of Washington and/or in the state in which psychosocial evaluation services are to be provided. (RCW 18-19-200 and WAC 246-810-0221)

##### **(2) The Contractor shall:**

- (a) Provide psychosocial evaluation including a written report of a client's cognitive, emotional, behavioral and social characteristics based on direct examination and interview, appropriate testing, collateral contacts and records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports**

The Contractor shall provide a written evaluation report by secure email for each client referred by DCFS within the number of days specified in the service authorization form or, at a maximum, thirty (30) days from the time of the evaluation. Information and conclusions contained in evaluation reports must be supported by log or counseling notes in the individual client case record including, but not limited to, the following:

- (a) Source and reason for referral.
- (b) Contacts with the client, including dates and duration of contact, and location where service was provided.
- (c) Client background information and the source of the information.
- (d) An account of the client's self-reporting, including how the client views his or her present situation and history.
- (e) Types of tests conducted, by whom, dates given, results, interpretation, and method of interpretation.
- (f) Diagnosis.
- (g) Conclusions, including prognosis and barriers.
- (h) Specific and detailed recommendations for services and treatment and the basis for the recommendations.

**b. Sexual Deviancy Evaluations Adults Only**

- (1) **Minimum Qualifications.** The Contractor shall be qualified by the State of Washington, or by the state in which sexual deviancy evaluation services are to be provided, as ONE of the following:
  - (a) State Certified Sexual Offender Treatment Provider (SOTP); OR
  - (b) Associate State Certified Sexual Offender Treatment Provider and supervised by a fully certified SOTP; OR
  - (c) Hold a minimum of a Master's Degree in social work, psychology, counseling or closely allied field and be licensed or certified in the state that services are provided; AND
  - (d) Have two years of documented experience evaluating sexual deviancy.

**(2) The Contractor shall:**

- (a) Provide a sexual deviancy evaluation including a written report of the client's emotional, behavioral and social characteristics, history and patterns of sexual deviance, and amenability to treatment and prognosis. The evaluation shall be based on direct examination and interview, appropriate testing, collateral contacts and/or records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.
- (c) Polygraph tests to clients to determine the client's truthfulness in response to case specific questions and plethysmograph tests which help determine sexual arousal patterns, must be determined justified and needed to complete the evaluation and must be approved in advance by DCFS. The contractor shall observe and interview the client and evaluate the results of the polygraph test.

**(3) Reports.**

**The Contractor shall** provide a written evaluation report by secure email for each client referred by DCFS within the number of days specified in the service authorization form or, at a maximum, thirty (30) days from the time of the evaluation. Information and conclusions contained in evaluation reports must be supported by log or counseling notes in the individual client case record including, but not limited to, the following:

- (a) Source and reason for referral.
- (b) Contacts with the client, including dates and duration of contact, and location where service was provided.
- (c) Client background information and the source of the information.
- (d) An account of the client's self-reporting, including how the client views his or her present situation and history.
- (e) Types of tests conducted, by whom, dates given, results, interpretation, and method of interpretation.
- (f) Diagnosis.
- (g) Conclusions, including prognosis and barriers.
- (h) Specific and detailed recommendations for services and treatment and the basis for the recommendations.
- (i) A written report for any polygraph conducted and or plethysmograph testing is also required. This report must be a copy of the original written by the individual who completed the polygraph or the plethysmograph.

**c. Counseling, Therapy, Treatment**

**(1) Minimum Qualifications.**

- (a) The Contractor shall hold a Master's Degree in social work, psychology, counseling, nursing, education or a closely allied field; AND BE

- (b) Licensed as a Social Worker, Mental Health Counselor, or Marriage and Family Counselor (WAC 246-809); by the State of Washington and/or the state in which services are to be provided; OR
- (c) Licensed associate in the State of Washington and/or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
  - Licensed social work associate advanced (LSWAA);
  - Licensed social work associate independent clinical (LSWAIC);
  - Licensed mental health counselor associate (LMHCA);
  - Licensed marriage and family therapy associate (LMFTA); or
- (d) Certified as a Counselor in the State of Washington and/or in the state in which services are to be provided (RCW 18-19-200) and WAC 246-810-0221.

**(2) The Contractor shall:**

- (a) For Standard Counseling, Therapy and Treatment: Provide counseling, therapy or treatment services, using (in order of preference): (1) Evidence-Based, (2) Promising Practice or (3) recognized therapeutic techniques, to assist an individual, individuals, or a family in amelioration or adjustment of mental, emotional or behavioral problems.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.
- (c) At least quarterly and on a schedule determined by CA, provide written treatment progress reports to CA.
- (d) Provide a concluding report within a maximum of thirty (30) days following the end of treatment.

**(3) Reports.**

Reports shall be submitted by secure email at minimum of quarterly, and then 30 days after the conclusion of working with the client, and at a minimum shall include:

- (a) Source and reason for referral;
- (b) Contacts with the client, including dates and duration of contact, and location where service was provided;
- (c) Presenting symptoms, problems, strengths and assets;
- (d) Clinical diagnosis;
- (e) Brief treatment course, treatment goals and modality of therapy utilized;
- (f) Key findings and treatment results; and
- (g) Recommendations, prognosis, barriers, and follow-up needed.

**d. Parenting Instruction**

**(1) Minimum Qualifications**

- (a) The Contractor shall have education, training, and demonstrated successful experience in providing parenting instruction to parents dealing with issues of abuse and/or neglect.
- (b) If the Contractor provides any services under this contract as defined in Section 1. Definitions, "Counseling", the Contractor shall be licensed or certified as required by the Washington State Department of Health.

**(2) The Contractor shall:**

- (a) Provide instruction in parenting to include the subjects of normal child development, age appropriate expectations, appropriate discipline and dealing with the special needs of the child. The instruction shall have the goals of increasing the parents' knowledge of parenting and development of practical skills in parenting.
- (b) Provide instruction to individuals or to a group as authorized by the CA Social Worker.
- (c) Limit the number of hours of service per month and total service duration as defined in the CA Professional Services Rate Sheet, found at <http://www.dshs.wa.gov/ca/partners/contractrates.asp>
- (d) At the request of DSHS, provide consultation to DSHS on specific cases.
- (e) Provide immediate notification to the CA social worker when:
  - i. The parent refuses to participate in services; or
  - ii. The parent has ended participation in services early (e.g. dropout).

**(3) Reports**

Written reports must be submitted by secure email to DSHS staff as designated below. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/ca/partners/intro.asp>

**(a) Monthly Report**

- i. The Contractor shall complete and submit a monthly report to the assigned social worker within 10 working days of the end of the month.
- ii. The Contractor shall utilize the Monthly Report format provided by CA; no other form may be substituted for the Monthly Report form provided by CA.

**(b) Exit Report**

- i. The Contractor shall complete and submit the Exit Report to the assigned social worker within 10 working days of successful completion of the service, termination of the service, or a parent dropping out of the services.

- ii. The Contractor shall utilize the Exit Report format provided by CA; no other form may be substituted for the Exit Report form provided by CA. This report shall, at a minimum, identify:

- (A) Parent's progress, including skills learned and any evidence of behavioral change;

- (B) Subjects covered; and

- (C) Parent's response to the services.

**e. Developmental Assessments**

**(1) Minimum Qualifications**

- (a) The Contractor shall hold a Master's Degree in social work, psychology, counseling, nursing, education or a closely allied field; AND BE
- (b) Licensed as a Social Worker, Mental Health Counselor, or Marriage and Family Counselor (WAC246-809) by the state of Washington and/or the state in which services are to be provided; OR
- (c) Licensed associate in the State of Washington and / or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
  - i. Licensed social work associate advanced (LSWAA);
  - ii. Licensed social work associate independent clinical (LSWAIC)
  - iii. Licensed mental health counselor associate (LMHCA)
  - iv. Licensed marriage and family therapy associate (LMFTA)

**(2) The Contractor shall:**

- (a) Provide a developmental assessment including a written report of the client's cognitive, emotional, physical, behavioral, academic and/or social characteristics and patterns of disorder, amenability to treatment and prognosis based on direct examination and interview, appropriate testing, collateral contacts and or/records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports**

The Contractor shall provide a written assessment report by secure email for each client referred by CA within the number of days specified in the service authorization form or at a maximum of thirty (30) days from the time of the assessment. Log or counseling notes in the individual client case record shall support information and conclusions contained in assessment reports. The assessment reports shall, at a minimum, include:

- (a) Source of and reason for referral;
- (b) Contacts with the client, including dates, duration and location of contact;
- (c) Client background information and its source;

- (d) An account of the client's self reporting, including how the client views the present situation and his or her history;
- (e) Types of tests conducted, including dates administered, results, interpretation method and interpreter;
- (f) Diagnosis;
- (g) Conclusions, including prognosis and barriers; and
- (h) Specific and detailed recommendations for services and treatment and the basis for the recommendations.

**f. Parenting Assessments**

**(1) Minimum Qualifications**

- (a) The Contractor shall hold a Master's degree in social work, clinical psychology, developmental psychology or closely allied field; AND BE
- (b) Licensed as a Social Worker, Mental Health Counselor, or Marriage and Family Counselor (WAC 246-809) by the State of Washington and/or the state in which services are to be provided; OR
- (c) Licensed associate in the State of Washington and/or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
  - i. Licensed social work associate advanced (LSWAA);
  - ii. Licensed social work associate independent clinical (LSWAIC);
  - iii. Licensed mental health counselor associate (LMHCA);
  - iv. Licensed marriage and family therapy associate (LMFTA).

**(2) The Contractor shall:**

- (a) Provide a parenting assessment including a written report with prognosis based on:
  - i. Review of family and parenting history;
  - ii. Direct examination and interview of the parent and all children referred, including a minimum of one hour observation of the parent/child interaction;
  - iii. Standardized, reliable, validated measures of parenting skills, parenting stresses and potential for abusive behavior.
  - iv. Collateral contacts and/or records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports.**

Logs and counseling notes in each client's original case file shall support the information and conclusions contained in the reports. Reports shall be submitted by secure email are due within 30 days of completing work with the family and, at a minimum, shall include:

- (a) Number of contacts with the client(s) including dates, duration and locations.
- (b) Background information regarding parent and child, including any history of physical abuse, domestic violence, sexual abuse, neglect and substance abuse.
- (c) Sources of information
- (d) Types of tests conducted, including dates administered, results, interpretation method and interpreter; discussion of instrument/limitation and scores/results for individuals.
- (e) Attachment to child(ren), parenting/discipline skills, ability to seek services to meet needs of child(ren).
- (f) Evaluation and prognosis on all areas identified in the letter of referral.
- (g) Conclusions – including barriers to parenting and parent's ability to make changes in a timeframe that meets requirements for timely permanency for the child.
- (h) Recommendations for a permanent home as it relates to child's safety, well-being, and the requirements for timely permanency planning.

**g. Domestic Violence Perpetrator Treatment**

**(1) Minimum Qualifications**

- (a) The Contractor shall be certified as a domestic violence perpetrator treatment program by the State of Washington Department of Social and Health Services in accordance with Washington Administrative Code (WAC) Chapter 388-60.
- (b) The Contractor and all staff providing services under this contract shall meet all treatment staff qualification standards set forth from WAC 388-60-0315 to WAC 388-60-0425, and all certification and recertification standards set forth from WAC 388-60-0435 to WAC 388-60-0545.
- (c) All direct treatment staff working in a certified program who provide intake and assessment services must be authorized by DSHS at the "staff" or "supervisor" level under WAC 388-60-0335 and WAC 388-60-0365.

**(2) The Contractor shall:**

- (a) Provide services only upon receipt of and in accordance with a written service authorization form issued by CA.
- (b) Comply with all applicable local state, and federal licensing, accreditation and certification requirements and standards necessary for the performance of this contract.
- (c) Provide the following services in accordance with RCW 26.50.150; WAC 388-60-165.



- i. Conduct an individual, complete clinical intake and assessment interview with each perpetrator who has been accepted into the treatment program. During the intake interview, program staff must obtain the following information, at a minimum:
  - (A) Current and past violence history;
  - (B) A complete diagnostic evaluation;
  - (C) A substance abuse screening;
  - (D) History of treatment from past domestic violence perpetrator treatment programs;
  - (E) History of threats of homicide or suicide;
  - (F) History of ideation of homicide or suicide;
  - (G) History of stalking;
  - (H) Data to develop a lethality risk assessment;
  - (I) Possession of, access to, plans to obtain, or a history of use of weapons;
  - (J) Degree of obsessiveness and dependency on the perpetrator's victim;
  - (K) History of episodes of rage;
  - (L) History depression and other mental health problems;
  - (M) History of having sexually abused the battered victim or others;
  - (N) History of the perpetrator's domestic violence victimization and/or sexual abuse victimization;
  - (O) Access to the battered victim;
  - (P) Criminal history and law enforcement incident reports;
  - (Q) Reports of abuse of children, elderly persons, or animals;
  - (R) Assessment of cultural issues;
  - (S) Assessment of learning disabilities, literacy, and special language needs; and
  - (T) Review other diagnostic evaluations of the participant.
- ii. Develop and employ a written treatment plan for each individual participant based on the clinical intake/assessment which the program completed for the client.
- iii. Focus treatment primarily on ending the participant's physical, sexual, and psychological abuse of the participant's victim(s).
  - (A) The program must hold the participant accountable for:

- (1) The abuse that occurred; and
  - (2) Changing the participant's violent and abusive behaviors.
- (B) The program must base all treatment on strategies and philosophies that do not blame the victim or imply that the victim shares any responsibility for the abuse which occurred.

### **(3) Reports**

The Contractor shall provide a written assessment report by secure email for each client referred by CA

- (a) Reports must be provided to CA within the number of days specified in the service authorization form, or at a maximum, thirty (30) days from the time the contractor completes the assessment.
- (b) Information and conclusions contained in the report must be supported by log or counseling notes in the individual case record. Log or counseling notes must include, but are not limited to, the following:
  - i. Source and reason for referral.
  - ii. Contacts with the client, including dates and duration of contact, and location where service was provided.
  - iii. Client background information and the source of the information.
  - iv. Types of tests conducted, by whom, dates given, results, interpretation, and method of interpretation.
  - v. Conclusions, including prognosis and barriers.
  - vi. Specific and detailed recommendations for services and treatment and the basis for the recommendations.

## **h. Chemical Dependency Assessment and Treatment**

### **(1) Minimum Qualifications**

- (a) The contractor and all staff providing services under this contract shall:
  - i. Possess the required qualifications for the provision of chemical dependency services in the State of Washington, including background clearances, as described in applicable RCW, WAC and DSHS policies and procedures.
  - ii. Be a contracted certified chemical dependency treatment provider and shall, at a minimum, meet the following requirements:
    - (A) RCW 18.205.090 (certification requirements).
    - (B) RCW 70.96A.020 (definitions).
    - (C) RCW 71.05.027 (integrated screening and assessment).

- (b) The Contractors' facility shall meet all professional qualifications and certification requirements which include, but are not limited to:
  - i. A facility with counseling spaces which are adequately private and confidential.
  - ii. A sufficient number of credentialed staff who are certified chemical dependency counselors to provide the assessment and treatment services.
  - iii. Written policies and procedures at minimum meeting WAC 388-810 Administration of county chemical dependency prevention, treatment, and support program.

**(2) The Contractor shall:**

- (a) Provide services only upon receipt of and in accordance with a written service authorization form issued by CA.
- (b) Comply with all applicable local, state, and federal licensing, accreditation and certification requirements and standards necessary for the performance of this contract.
- (c) Comply with all HIPPA (Health Information Portability and Privacy Act) and CFR 42 (Code of Federal Regulations) regarding the handling and distribution of confidential client information – including required releases of information. 42 CFR part II, Subpart A, section 2.1 and section 2.2.
- (d) Provide services in accordance with Patient Placement Criteria, Second Edition, Revised (PPC-2R) or its successor, published by the American Society of Addiction Medicine (ASAM) as the standard for making patient admission placement, continuing care, transfer, and discharge decisions. Types of services include:
  - i. Assessment.
  - ii. Treatment:
    - (A) Inpatient (residential), including recovery house.
    - (B) Outpatient (including intensive outpatient).
- (e) Communicate with the referring Social Worker and with the contracted Children's Administration Chemical Dependency Professional (CA CDP) if available in the region. Communications shall include but not be limited to:
  - i. Verification of client attendance at appointments.
  - ii. Efforts to engage the client.
  - iii. Communication of client progress and outcomes.
  - iv. Notification when a client may need any ancillary services, such as transportation to participate in assessment and treatment services.

**(3) Reports**

The Contractor shall provide a written report by secure email to the referring Social Worker and the contracted CA CDP if available in the region describing assessment results and/or treatment services provided for each client referred by CA. The report shall be provided within the number of days specified in the service authorization form or at a maximum of thirty (30) days from the time of the assessment or from completion of treatment services.

(a) **Assessment reports shall include at a minimum:**

- i. Specific and detailed recommendations for services and treatment and the basis for the recommendations.
- ii. Diagnosis and types of tests conducted, including dates administered, results, interpretation method.
- iii. Client information (name, address, phone, age, and gender).
- iv. Contacts with the client, including dates, duration, and location of contact.
- v. Account of the client's self-reporting, including how the client views the present situation and his or her history.
- vi. Required releases of information.

(b) **Treatment reports shall include at minimum:**

- i. Types of treatment recommended for the client.
- ii. Types of treatment completed by the client.
- iii. Recommendations for after-care or additional services.
- iv. Client information (name, address, phone, age, and gender).
- v. Required releases of information.

(c) **TARGET system.** The Contractor shall enter all information required by DBHR into DBHR's TARGET system, including coding to identify the client as being from Children's Administration.

(4) Rates

- (a) The Contractor shall be paid for the following services in accordance with the DSHS published Chemical Dependency Assessment and Treatment Fee Table in effect at the time authorized services were provided. The Chemical Dependency Assessment and Treatment Fee Table is available at <http://www.dshs.wa.gov/ca/partners/contractRates.asp>
- (b) This CA contract shall be the payer of last resort. This contract is designed to serve clients who can not access other sources of funding.

Outpatient Services	Explanation
Chemical Dependency	A regular chemical dependency assessment, administered by a certified chemical dependency

Assessment	professional (CDP).
Case Management	Includes phone calls and paperwork required by social workers and CA clients
Individual Therapy	Therapy done individually – chemical dependency
Group Therapy	Therapy done in groups – chemical dependency
<b>Inpatient Services</b>	
Adult Recovery House	A program of care and treatment with social, vocational, and recreational activities to aid in patient adjustment to abstinence and to aid in job training, employment, or other types of community activities.

(c) Funding Restrictions:

- i. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client's eligibility for federal funding.
- ii. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service.
- iii. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DSHS.

- (5) **Alternative Payment Method:** DSHS may choose to pay the contractor for services under this contract via an A-19 invoice voucher process, as an alternative method to the SSPS reimbursement method described in the Special Terms and Conditions, Section 5, Billing and Payment, Subsection f.

If DSHS chooses this payment method, the Contractor shall submit a monthly invoice for services performed under this Contract on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DSHS.

- (a) The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS CONTRACT NO. 1563-48737 FOR THE MONTH OF \_\_\_\_\_, 20\_\_\_\_"
- (b) The A-19 invoice vouchers shall be submitted to: the CA fiduciary specialist responsible for the office of the service referral, identified at <http://www.dshs.wa.gov/ca/partners/contractbilling.asp>
- (c) The Contractor shall contact the responsible Fiduciary Specialist concerning billing questions. Contact information is available at <http://www.dshs.wa.gov/ca/partners/contractbilling.asp>
- (d) The rates shall be as specified in the section titled "Rates" of this Statement of Work.

- (e) The Contractor shall bill for each month of service on a separate Form A-19. The A-19 shall state the month services were provided.
- (f) DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.
- (g) Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- (h) DSHS shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- (i) DSHS may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete.

## **5. Community Protection Team**

The Contractor shall participate in Community Protection Team (CPT) meetings or prognostic staffings, when requested by CA to attend specific meetings or staffings. Provide written reports for CPT meetings or prognostic staffings when requested by CA by secure mail.

## **6. Consultation**

The Contractor shall secure outside consultation from individuals recognized in the community as having expertise to provide peer consultation on a regular basis in conducting client evaluations, assessments, counseling, treatment, testing, and other contracted services. Outside consultations shall be secured at no cost to the client or DSHS. The Contractor shall:

- a. Maintain and have available as part of the Contractor's regular business records, a list of consultants who are utilized and available for consultation;
- b. Ensure that peer consultation with other consultants is an integral part of service delivery;
- c. Maintain a log or other form of written record(s) to document use of consultants and frequency of consultation, which information shall be available to DSHS on request;
- d. Ensure that during and following any consultation, the consulting professional and the provider will observe all confidentiality rules associated with patient information that are required by law and by their professions.

## **7. Family Centered Practice Model**

The Contractor shall provide services consistent with Solution Based Casework, the family-centered practice model used by the Children's Administration. It shall be the Contractor's responsibility to obtain information on Solution Based Casework from CA. Information about Solution Based Casework is available at <http://www.dshs.wa.gov/ca/about/sbc.asp>

## **8. Notifications**

The Contractor shall notify the assigned CA in accordance with Exhibit B – Program Requirements,

Section 6 and as described below if any of the following situations occur. Verbal notification and/or written notification sent by fax or secure e-mail shall be made within the time lines stated.

a. **Immediate notification to CA.** Immediate notification to CA requires the Contractor to:

- (1) Speak with, or leave a voice mail for, the child's assigned social worker or their immediate supervisor; AND
- (2) Provide written documentation of concerns to the child's assigned CA social worker within 24 hours from the telephone contact via fax or secure e-mail.

b. **Immediate notification is required in the following situations:**

- (1) **Safety Concerns.** The Contractor must provide immediate notification to CA when they become aware of:
  - (a) An allegation of child abuse or neglect;
  - (b) A parent/child relapses with drugs/alcohol;
  - (c) A safety plan that is not followed by the signed agreed parties;
  - (d) A new safety concern surfaces that is not addressed in the safety plan; and/or
  - (e) Any safety concerns related to a missed visit.
- (2) **Unusual Incidents.** The Contractor must provide immediate notification to CA when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.
  - (a) Examples of unusual incidents include, but are not limited to:
  - (b) Physical self-abuse or abuse of others;
  - (c) Sexual assaults or sexual behaviors that are age inappropriate;
  - (d) Severe behavioral incident(s) unlike the child's ordinary behavior;
  - (e) Running away;
  - (f) Any incident that necessitates medical attention or hospitalization;
  - (g) An unexpected adverse reaction to medication, food, etc.;
  - (h) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.

c. **Notification within 24 hours is required in the following situations:**

- (1) **Missed Appointment.** The Contractor shall notify the child's assigned CA social worker in writing by fax or secure email within 24 hours if a client misses a scheduled visit or requests to reschedule visits.
- (2) **Change of Address.** The Contractor shall notify the child's assigned CA social worker in

writing by fax or secure email within 24 hours when the Contractor learns a parent has a change of address.

**9. Reports**

- a. The Contractor shall produce the written reports and other written documents indicated in the Statements of Work. Written reports shall be submitted not less than quarterly, and shall be typed in a form suitable for court presentation.
- b. Written reports must be submitted in a protected format by secure email to the referring CA Social Worker or as prescribed by CA. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/pdf/ca/SecureE-mail-ExternalUsers.pdf>
- c. DSHS may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete, or not suitable for court presentation.



## PROGRAM REQUIREMENTS PROFESSIONAL Services

### ORGANIZATION OF PROGRAM REQUIREMENTS

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Staff and Subcontractor Training
4. Domestic Violence Perpetrator
5. Transportation of Children
6. Client Records
7. Administrative Records
8. Personnel and Subcontractor Records
9. Operating Procedures
10. Degree Requirements
11. Background Checks
12. Health and Safety of CA Client Children
13. Corporal Punishment Prohibited
14. Smoking Prohibited in Presence of Client Children and Foster Youth
15. Culturally Relevant Services
16. Interpretation and Translation
17. Confidentiality – Additional Requirements
18. Auditing and Monitoring
19. Office of the Family and Children's Ombudsman (OFCO)

The Contractor shall ensure that all qualifications for employees, volunteers, or subcontractors, performance expectations and program requirements for services provided under this Contract at all times meet the specifications described in this Program Requirement Exhibit.

### **1. Licensing or Statutory Requirements**

- a. The Contractor shall meet or exceed all minimum licensing, certification or other requirements as required by statute.
- b. When licensing, certification, or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.
- c. In the event the Contractor's license or certification is revoked, or the license expires and an application for renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DSHS, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

### **2. Required License in Good Standing**

- a. If the Contractor or any of the Contractor's staff are required to be licensed or certified, to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.

- b. In the event that a required license or certification, is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DSHS contact person listed on page 1 of this contract.

### **3. Staff and Subcontractor Training**

The Contractor shall provide training for staff and subcontractors as follows:

- a. Confidentiality Training/Information. The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.
- b. Mandated Reporter Training
  - (1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in CA's Mandated Reporter Toolkit within 30 days of the effective date of a first time CA Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.
  - (2) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>

### **4. Domestic Violence Perpetrator Treatment**

Domestic violence perpetrator treatment, when authorized under this Contract, shall be provided only when the Contractor's treatment program is certified by DSHS under RCW 26.50.150 at the time that services are provided. Contractor staff providing treatment services must be qualified and must be approved by DSHS to provide direct treatment to domestic violence perpetrators in accordance with Chapter 388-60 WAC, specifically WAC 388-60-0315 and WAC 388-60-0325.

### **5. Transportation of Children**

The Contractor shall only provide transportation that is safe, reliable, and in conformance with state and federal safety laws. Specifically, that:

- a. Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance and successfully pass a DSHS/CA background check.
- b. Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at <http://www.800buckleup.org/>.
- c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- d. Motor vehicle is maintained in safe operating condition.

- e. Number of passengers does not exceed the seating capacity of the motor vehicle.
- f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.
- g. **The Contractor shall ensure that no transportation of DSHS clients occurs unless an auto insurance policy that covers the transportation of DSHS clients is in effect.**
- h. DSHS shall have discretion to disallow any employee, subcontractor, or volunteer of the Contractor from providing transportation to DSHS clients.

## **6. Client Records**

The Contractor shall maintain individual client records and shall promptly submit to DSHS a copy of such records upon request. At a minimum, individual client records must include:

- a. Information regarding CA referral, intake, assessment, and Individual Family and Service Plans.
- b. Hours of service provided to client to include: date of service, type of service, number of hours provided, outcome of service, the number of home visits provided, recommendations and conclusions.
- c. Clinical consultation log.
- d. Description of family's progress in complying with case plans.
- e. Contacts with the family to include:
  - (1) Date of contact.
  - (2) Name of member(s) present.
  - (3) Charting notes.
- f. Documentation of all service contacts.

## **7. Administrative Records**

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DSHS under this Contract;
- b. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract.
- c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- d. Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- e. Copy of the Certificate of Insurance for each subcontractor; and
- f. Protected group data:

- (1) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
- (2) A list of all clients served that addresses date of birth, sex, and race.

*When collecting protected groups data, the Contractor shall inform staff and clients that:*

- (1) The furnishing of the information is entirely voluntary; and
- (2) The refusal to furnish the data shall not have adverse effects.

## **8. Personnel and Subcontractor Records**

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, (2) volunteers, who may have contact with DSHS clients in performing duties or providing services under this Contract:

- a. DSHS criminal history background check approval;
- b. Any other criminal history background checks;
- c. Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- d. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;
- e. Documentation of academic history and credentials, as applicable;
- f. Employment and experience history;
- g. Job description;
- h. Annual performance evaluations;
- i. Training records, as applicable;
- j. Hours worked and payment records;
- k. Proof of driver's license and automobile liability insurance, if staff or subcontractor provides transportation to DSHS clients.
- l. Staff training log;
- m. Signed statements to adhere to confidentiality of client information; and
- n. Signed statements acknowledging duty to report child maltreatment.

## **9. Operating Procedures**

- a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address, at a minimum:

- (1) Referral process steps;
  - (2) Communication links (contact persons);
  - (3) Case updating requirements;
  - (4) Case termination and extension procedures;
  - (5) Scheduling process;
  - (6) Training collaboration, if any;
  - (7) Report and feedback process;
  - (8) Emergency procedures.
- b. The Contractor shall submit a copy of the written operating procedures to the DSHS Contact identified on page 1 of this Contract.
  - c. The Contractor and CA shall each retain a copy of the written operating procedures.

#### **10. Degree Requirements**

The Contractor shall ensure that any degrees required of the Contractor or the Contractor's staff under this Contract, or by statute, shall meet the following requirements before the Contractor shall provide services under this Contract:

- a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;
- b. The degree must be awarded by a public or private 4-year or 2-year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one of the following regional accreditation boards for the United States:
  - (1) MSA – Middle States Association
  - (2) NWCCU – Northwest Commission on Colleges and Universities
  - (3) NCA – North Central Association of Colleges and Schools
  - (4) NEASC – New England Association of Schools and Colleges
  - (5) SACS – Southern Association of Colleges and Schools
  - (6) WASC – Western Association of Schools and Colleges
- c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: [www.aihec.org](http://www.aihec.org).
- d. If the degree has been awarded by a foreign educational institution outside of the United States, it

must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.

- e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: [www.chea.org](http://www.chea.org).
- f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

## **11. Background Checks**

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.
- c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06, or successor statutes has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.
- e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), or successor statute, has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

## **12. Health and Safety of CA Client Children**

- a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the CA referral, the Contractor shall immediately report this information to the referring CA social worker and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.
- b. Contractors are mandated reporters under Chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring CA social worker. The Contractor shall follow verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.
- c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".
- d. Written notification required by the Contractor shall include notification by fax or by e-mail.

## **13. Corporal Punishment Prohibited**

Corporal punishment of children in the Department's care or custody is prohibited. Corporal punishment is any act which willfully inflicts or causes the infliction of physical pain on a child. The Contractor, and the Contractor's agents and employees, shall not administer corporal punishment to children served under this Contract.

**14. Smoking Prohibited in Presence of Client Children and Foster Youth**

Smoking in the presence of client children, including the use of e-cigarettes, is prohibited. This prohibition extends to, but is not limited to, the following circumstances:

- a. When transporting client children under age 18 and foster youth 18 to 21 years of age;
- b. When there is direct contact with client children under age 18 and foster youth 18 to 21 years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted.

**15. Culturally Relevant Services**

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer. <http://www.dshs.wa.gov/sites/default/files/SESA/odi/documents/CA-2014.pdf>

**16. Interpretation and Translation**

- a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.
- d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.

**17. Confidentiality – Additional Requirements**

This Contract imposes the following additional requirements to the section titled *Confidentiality*, set forth as one of the General Terms and Conditions of this Contract:

- a. **Consent by Minor.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.
- b. **Encrypted Email Account.** The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at CA's website,

located at: <http://www.dshs.wa.gov/ca/partners/intro.asp>.

**18. Auditing and Monitoring**

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
- d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

**19. Office of the Family and Children's Ombudsman (OFCO)**

- a. The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under Chapter 13.34 without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of 13 years, unless law otherwise specifically prohibits such release.
- b. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.





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

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

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

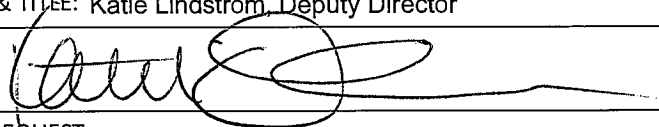
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 10-7-2015
<b>NARRATIVE OF REQUEST</b> Requesting approval to advertise in the Chinook Observer and on the county website to hire (after advertising with members per union guidelines), for 2 Human Services Specialist Positions. One position will be located out of the South Bend Office and will be full time and the other will be approximately .80 FTE and could be located in either South Bend, or Long Beach as they will have county-wide responsibilities. These positions are funded through a combination of DD, Prevention, and Housing state/federal grants. I will add the revenues and expenses related to these positions (for 2015 budget year) at the next supplemental. They are both already included in our proposed 2016 department budget. Please contact me at extension 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to post and advertise (if necessary) for two Human Services Specialist positions, Grade 13	



REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item#: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

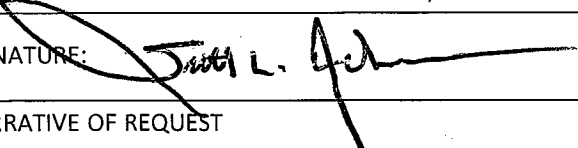
Review ☐ Clerk of the Board  
☐ Risk Mgmt  
☐ Legal Required

#### DISTRIBUTION LIST:

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<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff	PHONE / EXT: 3395
SIGNATURE: 	DATE: 9-24-15
NARRATIVE OF REQUEST Request BOCC confirm Sheriff's signature on MOU between Teen Advocacy Coalition and Pacific County Sheriff's Office for the permanent prescription drug drop box/surveillance camera in effect through 09/01/2020.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Sheriff's signature on Memorandum of Understanding with Teen Advocacy Coalition for the permanent prescription drug drop box/surveillance camera	



**Memorandum of Understanding**  
**Between**  
**Teen Advocacy Coalition**  
**and**  
**Pacific County Sheriff's Office**

This Memorandum of Understanding (MOU) sets for the terms and understanding between Teen Advocacy Coalition (TAC) & Pacific County Sheriff's Office (PCSO) (the entity) in reference to the permanent prescription drug drop box/surveillance camera located outside the PCSO. The box will be placed and bolted at PCSO starting in July 2015 and the camera will be installed by September 30, 2015.

**Background**

The Teen Advocacy Coalition (TAC) was founded in 2010. TAC aims to reduce substance abuse and increase positive mental health in teens. Specifically, TAC serves north Pacific County youth. Every year, TAC sponsors two annual drug take back events where community members can safely and anonymously dispose of unused and expired prescription medications. TAC purchased a permanent drop box for public use. PCSO and TAC have a built a partnership over the take back events, and, PCSO has agreed to host the box as a service to the community.

**Responsibilities**

TAC will purchase a surveillance camera deemed appropriate by PCSO. This will prevent any vandalism or harmful behavior towards the drop box.

TAC will retain the drop box and camera as their property as part of the DFC grant requirements and PCSO will remain in possession of the permanent drop box and surveillance camera for five years. PCSO will maintain and empty drop box when necessary. PCSO will work with Lewis County Sheriff's Department on disposal procedures for unused and expired medications, or make other disposal arrangements agreeable to both parties.

After five years, the camera and drop box will become property of PCSO.

The TAC Board/Staff will deliver support for PCSO, and the permanent drop box./camera as requested or needed.



**Duration**

This MOU is in effect from date of signature through Sept 1st, 2020.

**PCSO Contact Information**

Scott Johnson

Pacific County Sheriff's Office

Sheriff

Telephone: 360-875-9395

E-mail: [sjohnson@co.pacific.wa.us](mailto:sjohnson@co.pacific.wa.us)

**Entity's Contact Information**

Teen Advocacy Coalition

Gracie Manlow

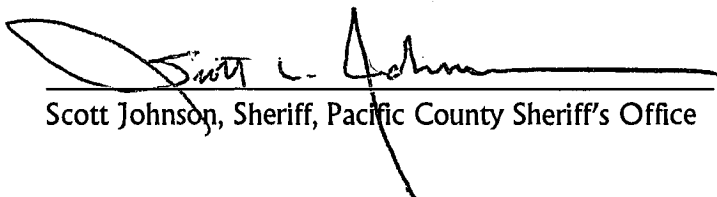
TAC Project Coordinator

300 Ocean Avenue, Raymond Wash. 98577

Phone: 360-942-2303 ext. 313

Fax: 360-942-5312

Email: [manlowg@willapabh.org](mailto:manlowg@willapabh.org)

  
\_\_\_\_\_  
Scott Johnson, Sheriff, Pacific County Sheriff's Office

9-24-15  
Date

\_\_\_\_\_  
Emily Popovich, Chair, Teen Advocacy Coalition

\_\_\_\_\_  
Date



REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

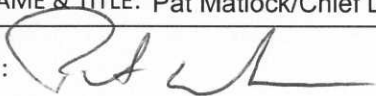
Review ☐ Clerk of the Board  
☐ Risk Mgmt  
☐ Legal Required

#### DISTRIBUTION LIST:

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<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable): Jail
OFFICIAL NAME & TITLE: Pat Matlock/Chief Deputy	PHONE / EXT: 3398
SIGNATURE: 	DATE: 10-08-15
NARRATIVE OF REQUEST	
Request approval to purchase one commercial freezer from Smitty's Vending Inc. for the Jail kitchen. Prices were obtained from three vendors as follows:	
Smitty's Vending Inc. - 2,595.00 each + tax and shipping Central Restaurant - 5,574.56 each + tax and shipping Webstaurant Store - 4,397.04 each + tax and shipping	
The total purchase price including shipping and tax is \$3,231.61. This was not included in the 2015 budget and may require a supplement.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve purchase a freezer from Smitty's Vending Inc. in the amount of \$2,595, plus tax and shipping, subject to adequate budget appropriations	

Name of Contractor: Smitty's Vending Inc.

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

☐ **W-9 Attached** for all vendors/contractors (County issuing payment to) ☐ **Certificate of Insurance Attached** (if required)

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

Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual  
☐ Non-Profit ☐ Public Organization/Jurisdiction  
☐ State ☐ Sub-Recipient  
☐ Federal ☐ Other

**Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32): ☒ < \$5,000 (attach 3 bids) ☐ \$5,000-\$25,000 (use small works roster) ☐ >\$25,000 (competitive bids)  
Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real  
☐ Telecomm & Data Processing ☐ Other (Describe) :

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

\*Resolution Required

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution  
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids  
☐ Open Space ☐ Post, Advertise, & Fill Position  
☐ Other (please describe): \_\_\_\_\_

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

TOTAL COST/AMOUNT (include sales & use tax): \$3,231.61

TOTAL TAX: \$236.61

TOTAL SHIPPING/HANDLING: \$400.00

EXPENDITURE FUND #: 001 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☐ Yes ☒ No

SUPPLEMENTAL REQUIRED? ☒ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

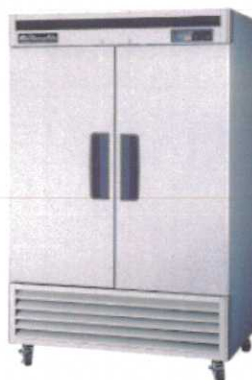
DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

## 2 Door Stainless Refrigerator

- BOTTOM MOUNTED REFRIGERATION SYSTEM
- STAINLESS STEEL INTERIOR AND EXTERIOR
- OVER SIZED REFRIGERATION SYSTEM
- DIGITAL TEMPERATURE CONTROLLER
- SELF-CLOSING & STAY OPEN DOOR
- RECESSED HANDLES
- REFRIGERATION SYSTEM IS OPTIMIZED TO FUNCTION AT 32~40F
- AIR GUARD ON REAR WALL ENSURING PROPER AIR FLOW AND COOLING
- EVAPORATOR FAN STOP WHEN DOOR OPENS.
- INCANDESCENT LIGHT INTERIOR.
- 5" DIAMETER SWIVEL CASTERS WITH FRONT BRAKES.
- ENERGY STAR RATED.
- HIGH DENSITY CELL POLYURETHANE INSULATION (CFC FREE).
- ACCOMMODATES FULL SIZE BUN SHEET PANS
- 4 SHELVES PER DOOR SECTION
- 1" ADJUSTABLE SHELVE HEIGHTS
- DOOR OPEN WARMING ALARM.
- DOOR LOCKS – EACH DOOR IS EQUIPPED WITH INDIVIDUAL LOCKS
- DURABLE USAGE DOOR GASKET
- FABRIC CONDENSATION KIT
- ELEGANT ROUND CORNERS
- CONFORMS TO NSF/ANSI 7(ETL)



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SKU BSR49

MSRP \$6,194.00

Sale Price \$2,595.00

Qty

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All orders are accepted by phone or fax.

Hours of operation: 8:00 a.m. - 5:00 p.m. PST Monday - Friday

Phone: (503) 233.6000 Fax: (503) 233.1600



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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

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

REQUESTED MEETING DATE:

October 13, 2015

## AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office

DIVISION (if applicable): Communications

OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy

PHONE / EXT: 3340

SIGNATURE: 

DATE: October 8, 2015

#### NARRATIVE OF REQUEST

Request that the Board approve the selection of \_\_\_\_\_ a responder to the Request for Qualifications for a Spillman Systems Administrator, as published in the official newspaper on September 30, 2015 and October 7, 2015. Grant funding is available to offset costs up to \$27,014.00.

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

Confirm issuance of Request for Proposal for a Spillman Systems Administrator



REQUEST FOR STATEMENT OF QUALIFICATIONS  
INFORMATION TECHNOLOGY SERVICES

Pacific County is seeking Statement of Qualifications from individuals who can provide information technology services related to Spillman comprehensive public safety software for law enforcement, communications, fire departments, prosecutors office, mobile and field reporting, mapping and GIS integration, personnel, corrections and civil services, to do business on a part-time basis in Pacific County, in the State of Washington. Parties desiring consideration should submit a letter of interest including the following information to Pacific County Sheriff's Office, P O Box 27, South Bend, WA 98586:

Qualifications and Experience of Consultant/Agency

Strategy for Provision of Customer Services

Fee to be Charged

Statement of Qualifications must be received by 9:00 a.m., Monday, October 12, 2015. For further information please contact Stephanie Fritts, Chief Deputy Pacific County Sheriff's Office, at (360) 875-9340. Pacific County is an equal opportunity and affirmative action employer. Women and minority owned firms are encouraged to submit letters of interest.



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

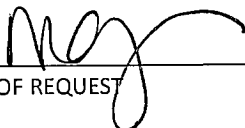
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 9/17/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Joe Basil to the Civil Service Commission, effective immediately	



Board of Pacific County Commissioners  
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98586 Phone 360/875.9337 \* Fax 360/875.9335

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 9/23/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Allie Friese and Princess Klus to the Human Services Advisory Board, effective immediately	



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

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

REQUESTED MEETING DATE:

10/13/15

## AGENDA REQUEST FORM

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

Agenda Item #: 23

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☒ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Capital Improvements
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT: _____
SIGNATURE: <i>Kathy Spoor</i>	DATE: 10/2/15
NARRATIVE OF REQUEST  Attached for your consideration is a grant in the amount of \$732,184 (\$360,047 state, \$360,047 county cash match, \$12,090 county project management match) to repair and resurface the county courthouse. This grant does require a minimum 50/50 match which has been included in the 2016 budget request.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Move to approve Grant # FY16-900006-002 with the Washington State Department of Archaeology and Historic Preservation in the amount of \$732,184 and authorize the Chair to sign.	

Revised 8/2015  
Exhibit A to Resolution No. 2010-013



STATE OF WASHINGTON

**Department of Archaeology and Historic Preservation**

1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343  
(360) 586-3065 • Fax Number (360) 586-3067

DAHP GRANT # FY16-90006-002

**GRANT AGREEMENT**

Between

Washington State Department of Archaeology and Historic Preservation

And

Pacific County

Contact Person: Loren Doolittle (360) 586-3072  
Grant No: FY16-90006-002  
Grant title: County Courthouse Exterior Rehabilitation Project  
Effective Date: 10-01-2015  
Expiration Date: 06-30-2017

This agreement is made between the Washington State Department of Archaeology and Historic Preservation, hereinafter referred to as the DEPARTMENT, and Pacific County, hereinafter referred to as the GRANTEE.

**Section 1. Responsibilities of the grantee**

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in the attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to Washington State administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with such requirements.
- C. The GRANTEE agrees to comply with the restrictions concerning non-lobbying with appropriated funds. "No part of the money appropriated for this grant shall be used by the GRANTEE in any form of lobbying at any level of government, government employees or elected officials.
- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the



**DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION**

*Protect the Past, Shape the Future*

GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Kathy Spoor      Tel: 360-875-9334  
PO Box 6  
South Bend, WA 98586  
kspoor@co.pacific.wa.us

- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. Progress reimbursement requests are allowable, no more frequently than monthly, and costs associated to the progress reimbursement request must have been paid by GRANTEE prior to submittal of the progress reimbursement request. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within forty-five days following completion of the work.
- F. The GRANTEE agrees to provide the DEPARTMENT with a completion report. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget.
- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 5) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.
- M. State funds are the basis for this grant. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any state department or agency. Should for any reason the state funds, which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, the GRANTEE shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the grant. GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subcontractor's performance or failure to perform the grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

- O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for



payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

- P. The GRANTEE, agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support, for all grant-related publications and public information materials including audio-visual and workshop materials.
- Q. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.
- R. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's business Enterprise firms certified by OMWB.
- S. The GRANTEE agrees to a 50/50 match of funds. Fifty percent (50%) being the full amount of the let grant amount, fifty percent (50%) being the match amount by the grantee. The GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to any match provided by GRANTEE.

DEPARTMENT: Grant Amount: \$360,047.00 GRANTEE: Minimum Grant Match Amount: \$360,047.00.

- T. The GRANTEE, as a condition of receiving this grant, agrees to maintain the building to which this grant applies for a period of not less than five (5) years, in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties, and further agrees that all work performed as defined in the Scope of Work and Budget of this grant is done in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties. The GRANTEE further agrees that failure to adhere to this provision of this grant warrants cause for the DEPARTMENT to request full recovery or portions of those grant monies paid out to the GRANTEE as applies to this grant.
- U. If the courthouse is designated as a local landmark through a Certified Local Government (CLG) program, the GRANTEE, as a condition of receiving this grant, agrees to submit project documents to the local historic preservation commission for project approval. The project receiving grant funds should only proceed once a Certificate of Appropriateness has been secured through the local process. This is in addition to the regular review provided by the DEPARTMENT.

## **Section 2. Responsibilities of the DEPARTMENT**

- A. The DEPARTMENT agrees to reimburse the GRANTEE the grant let amount of its actual authorized expenditures for the purpose of this agreement, provided:
1. The Total paid by the DEPARTMENT shall not exceed the amount stipulated "Budget" (Attachment 1) as DEPARTMENT share.
  2. All expenditures were incurred between the beginning and ending dates of the grant.
  3. No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
  4. The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
  5. The GRANTEE has met all requirements contained in this agreement.
  6. The DEPARTMENT will accept as match expenditures presented by the GRANTEE on rehabilitation projects completed in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties that were completed on or after January 1 of the year 2014 and prior to the start date of this grant.
- B. The DEPARTMENT agrees to requests from the GRANTEE for progress payments. (Section 1E.)
- C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

## **Section 3. Attachments**

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1 – "Budget"

Attachment #2 – "Scope of Work"

Attachment #3 – "General Terms and Conditions"

Attachment #4 – "State Form A19-1"

Attachment #5 – "Schedule for Project Completion"

Attachment #6 – "Competitive Negotiation and Small Purchases Contracting"

## **Section 4. Amendments**

This grant agreement may only be amended if such amendment is in writing, agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

\_\_\_\_\_  
Allyson Brooks, Director

\_\_\_\_\_  
Date

GRANTEE:

\_\_\_\_\_  
Steve Rogers, Chair – Board of Pacific  
County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fed ID Number



DAHP GRANT #FY16-90006-002

**Attachment #1**  
**Budget**

**ELEMENT/OBJECT**

<b><i>Construction Costs:</i></b>	<b><i>State Dollars</i></b>	<b><i>Hard Match</i></b>	<b><i>Soft Match</i></b>	<b><i>Total</i></b>
Exterior Rehabilitation	<b><i>\$360,047.00</i></b>	<b><i>\$360,047.00</i></b>	<b><i>0.00</i></b>	<b><i>\$720,094.00</i></b>
Project Management	<b><i>\$0.00</i></b>	<b><i>\$12,090.00</i></b>	<b><i>0.00</i></b>	<b><i>\$12,090.00</i></b>
<i>Totals:</i>	<b><i>\$360,047.00</i></b>	<b><i>\$372,137.00</i></b>	<b><i>0.00</i></b>	<b><i>\$732,184.00</i></b>

---

Note: Minimum Share Required is \$360,047.00. Share expenditures that are presented and that are above the minimum are subject to the conditions of Section 1; S. of this contract. (Specification, assignment, and claim of match to the Department of Archaeology and Historic Preservation.)

**Attachment #2**  
**Scope of Work**

**PROVIDE SCOPE OF WORK**

The GRANTEE shall cause or shall cause others to complete:

Rehabilitation of portions of the Pacific County Courthouse, including but not limited to:

A. Exterior Rehabilitation

- 1.) Remove existing exterior coating in those areas demonstrating concrete deterioration and/or failure. Method for removing coating should be implemented without the use of sandblasting, high pressure water treatments, heat guns, or mechanized rotary sanders or rotary wire brushes (refer to NPS Preservation Brief #10: <http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm#removal>)
- 2.) Sand, prep, patch and repair affected concrete on all areas of the exterior as needed.
- 3.) Repair all window sills as needed.
- 4.) Prime and seal exterior per contractor recommendations and product specifications.

B. Front Stair Rehabilitation

- 1.) Prep, patch and repair concrete on front entry stair as needed. Method for patching and products to be used to be submitted to program staff for approval.

The county will provide final architectural/construction drawings and/or designs for the work noted above to the Department of Archaeology & Historic Preservation to ensure compliance with the Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*.

### ATTACHMENT 3

#### GENERAL TERMS AND CONDITIONS

DEFINITIONS -- As used throughout this grant, the following terms shall have the meaning set forth below:

A. "DEPARTMENT" shall mean the Department of Archaeology and Historic Preservation, of the State of Washington, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing the DEPARTMENT.

B. "Director" shall mean the Director, Department of Archaeology and Historic Preservation, and/or the delegate authorized in writing to act on the Director's behalf.

C. "GRANTEE" shall mean that firm, provider, organization, individual or other entity performing services under this grant, and shall include all employees of the GRANTEE.

D. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this grant under a separate grant with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

1. GRANTEE Not Employee of the Department -- The GRANTEE and his/her employees or agents performing under this grant are not employees or agents of the DEPARTMENT. The GRANTEE will not hold himself/herself out as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

2. Nondiscrimination -- During the performance of this grant, the GRANTEE 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).

3. Noncompliance with Nondiscrimination Laws -- In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grants with the DEPARTMENT. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

4. Utilization of Minority and Women-Owned Business Enterprises -- To the extent set forth in the special terms and conditions of this grant, the GRANTEE will utilize minority-owned and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program and shall be subject to applicable requirements of Chapter 39.19 RCW.

5. Subcontracting -- Neither the GRANTEE nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this grant without obtaining prior written approval of the DEPARTMENT. A Subcontractor under contract to the GRANTEE for performance of grant related work may not subsequently Subcontract without first obtaining prior written approval of the DEPARTMENT.

6. Indemnification -- The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT and their officers, agents, employees, and assigns against any and all damages or claims for damages resulting or allegedly resulting from the GRANTEE'S performance or activities hereunder.

The GRANTEE agrees to and shall indemnify and hold harmless the DEPARTMENT, and its employees and/or 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 GRANTEE to fulfill any of its obligations under this agreement.

7. Covenant Against Contingent Fees -- The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the GRANTEE for the purpose of securing business. The DEPARTMENT shall have the right, in the event of breach of this clause by the GRANTEE, to annul this grant without liability or, in its discretion, to deduct from the grant price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

8. Conflict of Interest -- The DEPARTMENT may, by written notice to the GRANTEE terminate this grant if it is found after due notice and examination by the Director that there is a violation of Chapter 42.52 RCW, Ethics in Public Service; or any similar statute involving the GRANTEE in the procurement of, or performance under, this grant.

In the event this grant is terminated as provided above, the DEPARTMENT shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the grant by the GRANTEE. The rights and remedies of the DEPARTMENT provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

9. Treatment of Assets --

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property furnished by the GRANTEE, or the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this grant, shall remain with the GRANTEE.

B. Any property of the DEPARTMENT furnished to the GRANTEE shall, unless otherwise provided herein or approved by the DEPARTMENT, be used only for the performance of this grant.

C. The GRANTEE shall be responsible for any loss or damage to property of the DEPARTMENT which results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

D. Upon loss or destruction of, or damage to, any DEPARTMENT property, the GRANTEE shall notify the DEPARTMENT thereof and shall take all reasonable steps to protect that property from further damage.

E. The GRANTEE shall surrender to the DEPARTMENT all property of the DEPARTMENT prior to settlement upon completion, termination or cancellation of this grant.

F. All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or Subcontractors.

10. Nonassignability -- Neither this grant, nor any claim arising under this grant, shall be transferred or assigned by the GRANTEE.

11. Records and Documents -- The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this grant. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or grant. The GRANTEE will retain all books, records, documents, and other materials



relevant to this grant for six years from the date of final payment, and make them available for inspection by persons authorized under this provision.

**12. Right of Inspection** -- The GRANTEE shall provide right of access to its facilities to the DEPARTMENT, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this grant.

**13. Recapture Provisions** -- In the event that the GRANTEE fails to expend funds under this grant in accordance with state laws and/or the provisions of this grant, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed six years following grant termination. Repayment by the GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees.

**14. Safeguarding of Information** -- The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT'S or the GRANTEE'S responsibilities with respect to services provided under this grant is prohibited except by prior written consent of the DEPARTMENT.

**15. Rights in Data** -- Unless otherwise provided, data that originates from this grant shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DEPARTMENT. 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.

Data which is delivered under the grant, but which does not originate therefrom, shall be transferred to the DEPARTMENT with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the GRANTEE has a right to grant such a license. The GRANTEE shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery of data furnished under this grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this grant. The DEPARTMENT shall receive prompt written notice of each notice or claim of copyright infringement received by the GRANTEE with respect to any data delivered under this grant. The DEPARTMENT shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

16. Registration with Department of Revenue -- Unless exempt from registration by law, the GRANTEE shall complete registration with the DEPARTMENT of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this grant.

17. Travel and Subsistence Reimbursement -- In the absence of provisions included herein, travel expenses shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this grant.

18. Licensing, Accreditation and Registration -- The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this grant.

19. Industrial Insurance Coverage -- The GRANTEE shall provide or purchase industrial insurance coverage prior to performing work under this grant. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any Subcontractor or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this grant. If the DEPARTMENT of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this grant, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

20. Advance Payments Prohibited -- No payments in advance or in anticipation of services or supplies to be provided under this grant shall be made by the DEPARTMENT.

21. Savings -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this grant and prior to normal completion, the DEPARTMENT may terminate the grant under the "Termination for Lack of Funding" clause, without the five day notice requirement, subject to re-negotiation under those new funding limitations and conditions.

22. Limitation of Authority -- Only the Director or Director's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this grant is not effective or binding unless made in writing and signed by the Director.

23. Waiver of Default -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the grant shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the grant unless stated to be such in writing, signed by the Director and attached to the original grant.

24. Changes and Modifications -- The Director may, at any time, by written notification to the GRANTEE and without notice to any known guarantor or surety, make changes in the general scope of the services to be performed under the grant. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this grant, an equitable adjustment may be made in the grant price or period of performance, or both, and the grant shall be modified in writing accordingly. Any claim by the GRANTEE for adjustment under this clause must be asserted within thirty (30) days from the date of GRANTEE'S receipt of the notice of such change; Provided, however, that the Director may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this grant. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this grant entitled "Disputes." However, nothing in this clause shall excuse the GRANTEE from proceeding with the grant as changed.

25. Disputes -- Except as otherwise provided in this grant, 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 DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The 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.

26. Termination for Default -- By written notice the Director may terminate the grant, in whole or in part, for failure of the GRANTEE to perform any of the provisions hereof. In such event the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original grant and the replacement or cover grant and all administrative costs directly related to the replacement grant, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the GRANTEE was not in default, or (ii) the GRANTEE'S failure to perform is without GRANTEE'S and/or Subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

27. Termination for Convenience -- Except as otherwise provided in this grant, the Director may, by giving thirty (30) days written notice, beginning on the second day after the mailing, terminate this grant in whole or in part when it is in the best interests of the DEPARTMENT. If this grant is so terminated, the DEPARTMENT shall be liable only for payment in accordance with the terms of this grant for services rendered prior to the effective date of termination.

28. Termination for Lack of Funding -- The DEPARTMENT may unilaterally terminate all or part of this grant, or may reduce its scope of work or budget, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this grant.

29. Termination Procedure -- Upon termination of this grant the DEPARTMENT, in addition to any other rights provided in this grant, may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The DEPARTMENT shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the DEPARTMENT, and the amount agreed upon by the GRANTEE and the DEPARTMENT for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Director shall determine the extent of the liability of the DEPARTMENT. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this grant. The DEPARTMENT may withhold from any amounts due the GRANTEE such sum as the Director determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant.

After receipt of a notice of termination, and except as otherwise directed by the Director, the GRANTEE shall:

1. Stop work under the grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the grant as is not terminated;
3. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the Director, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Director to the extent Director may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the Director any property which, if the grant had been completed, would have been required to be furnished to the DEPARTMENT;

6. Complete performance of such part of the work as shall not have been terminated by the Director; and,

7. Take such action as may be necessary, or as the Director may require, for the protection and preservation of the property related to this grant which is in the possession of the GRANTEE and in which the DEPARTMENT has or may acquire an interest.

30. Governing Law -- This grant shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this grant, venue shall be proper only in Thurston County. The GRANTEE by execution of this grant, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

31. Severability -- If any provision of this grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this grant which can be given effect without the invalid provision, and to this end the provisions of this grant are declared to be severable.

32. Certification Regarding Debarment, Suspension or Ineligibility -- If federal funds are the basis for this grant, the GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

Approved as to form only by Suzanne Shaw, Assistant Attorney General,  
on May 27, 1998.

FORM A19-1A	STATE OF WASHINGTON  INVOICE VOUCHER
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AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
103	FY16-90006-002

AGENCY NAME
Department of Archaeology & Historic Preservation 1063 S Capitol Way Suite 106 PO Box 48343 Olympia, WA 98504 8343  ATTN:
VENDOR OR CLAIMANT (warrant is to be payable to)
Pacific County Attention Kathy Spoor, County Administrator PO Box 6 South Bend, WA 98586

**INSTRUCTIONS TO VENDOR OR CLAIMANT:**

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

**Vendor's Certificate:**

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

By: \_\_\_\_\_  
(Sign in ink)  
\_\_\_\_\_  
(Title) (Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. 91-6001351	RECEIVED BY	DATE RECEIVED
---	-------------	---------------

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

PREPARED BY (Fiscal)						DATE		DIVISION APPROVAL				DATE	
DOC DATE				CURRENT DOC NO			REF DOC NO			VENDOR NUMBER		VENDOR MESSAGE	
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APPROVED FOR PAYMENT BY FISCAL								DATE		WARRANT TOTAL			

**ATTACHMENT 5**  
**SCHEDULE FOR PROJECT COMPLETION**

List each proposed grant activity separately estimating the start and completion dates.

FY16-90006-002

<b>WORK TO BE ACCOMPLISHED</b>	<b>Estimated Starting Date</b>	<b>Estimated Completion Date</b>
Exterior Rehabilitation	November 2015	June 2017

**ATTACHMENT 6**  
**COMPETITIVE NEGOTIATION AND SMALL**  
**PURCHASES CONTRACTING DOCUMENTATION**

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number: FY16-90006-002
2. Type of Contract:      Professional Services \_\_\_\_\_  
                                 Printing \_\_\_\_\_  
                                 Equipment/Supplies \_\_\_\_\_  
                                 Other \_\_\_\_\_

3. Addresses of Contractors Contacted:

Name of Person/Business: \_\_\_\_\_  
Street or PO Box: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Quote/Bid given: \_\_\_\_\_

Name of Person/Business: \_\_\_\_\_  
Street or PO Box: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Quote/Bid given: \_\_\_\_\_

Name of Person/Business: \_\_\_\_\_  
Street or PO Box: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Work Telephone Number: \_\_\_\_\_  
Quote/Bid given: \_\_\_\_\_

Contractor Selected: \_\_\_\_\_  
Basis for Selection:      Lowest Price \_\_\_\_\_ Other \_\_\_\_\_

If the basis for selection was not the lowest price, explain the basis used:

\_\_\_\_\_  
Signature of Grantee Official

\_\_\_\_\_  
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

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

REQUESTED MEETING DATE:  
10/13/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCCA ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 9/30/2015

NARRATIVE OF REQUEST

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

Adopt Resolution 2015-\_\_\_\_\_ re-establishing the Equal Employment Opportunity Policy and repealing Resolution 2010-003

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

**RESOLUTION 2015-\_\_\_\_\_**

**IN THE MATTER OF REPEALING RESOLUTION 2010-003 AND  
RE-ESTABLISHING AN EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**WHEREAS**, Resolution 2010-003 adopted by the Board of County Commissioners on January 12, 2010 re-established an Equal Employment Opportunity Policy; and

**WHEREAS**, Pacific County desires to update their Equal Employment Opportunity Policy, and

**NOW THEREFORE, BE IT HEREBY RESOLVED THAT IT IS THE POLICY OF  
PACIFIC COUNTY TO:**

1. Pacific County will provide equal employment opportunities to all individuals.
2. Pacific County will not discriminate in any employment practice on the basis of age, sex, race, creed, political or religious affiliation or opinion, color, national origin, marital status, military status, pregnancy, disability, sexual orientation or any other protected status under applicable law.
3. Pacific County will comply with the various antidiscrimination laws by making employment decisions based on job related qualifications rather than an individual's membership in a protected class.
4. Pacific County will conduct recruitment and selection efforts which encourage qualified, diverse candidates to apply for employment with the County.
5. Pacific County job announcements will state that "Pacific County is an Equal Employment Opportunity Employer & Provider".

**BE IT STILL FURTHER RESOLVED** that Resolution 2010-003 is hereby repealed.

**PASSED** by the Board of Pacific County Commissioners this 13<sup>th</sup> day of October, 2015, meeting in regular session at South Bend, Washington by the following vote and signed by its membership and attested to by its Clerk in authorization of such passage.

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

ATTEST

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

\_\_\_\_\_  
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

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

REQUESTED MEETING DATE:

10/13/15

## AGENDA REQUEST FORM

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

Agenda Item #: 25

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): Board of Equalization

OFFICIAL NAME & TITLE: Kelli D. Buchanan, BOE Clerk

PHONE / EXT: 3339

SIGNATURE: *Kelli D. Buchanan*

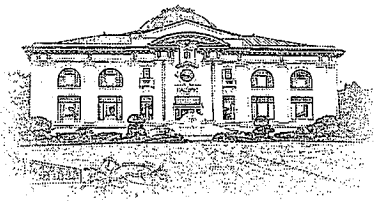
DATE: 10/2/15

#### NARRATIVE OF REQUEST

Request authorization to reconvene the 2015 Session of Board of Equalization. See attached memo and required Department of Revenue form - Notice of Approval to Hear Property Tax Appeals.

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

Approve request to reconvene the 2015 Session of the Board of Equalization to hear property tax appeals.



# *Pacific County* **BOARD OF EQUALIZATION**

Kelli D. Buchanan, Clerk

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## **MEMORANDUM**

**TO:** Board of Pacific County Commissioners

**FROM:** Kelli D. Buchanan, Board of Equalization Clerk

**DATE:** October 2, 2015

**RE:** Request for Authorization to Reconvene the 2015 BOE Session

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Per RCW 84.48.010, the Board of Equalization (also the county legislative authority in Pacific County), is required to request authorization from the county legislative authority to reconvene the current year's session when the number of petitions exceeds 25 or 10 percent of the number of petitions filed in the preceding year, whichever is greater, after the 28-day regular session has ended (July 15<sup>th</sup> – August 12<sup>th</sup>).

Please be advised there were 88 petitions filed in the 2014 Session. Ten percent of this number equals 8.8. Therefore, the number of petitions filed in the 2015 Session must exceed 25 in order to meet the criteria listed above. I have received over 25 petitions; I won't have an exact number until I log in the petitions. Therefore, I am requesting the Board to reconvene the 2015 Session of the Board of Equalization to allow me to process and schedule hearings.

Attached for your signatures please find the Department of Revenue's standard form – Notice of Approval to Hear Property Tax Appeals.

Thank you for your continued support.

NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

PACIFIC COUNTY LEGISLATIVE AUTHORITY

The county board of equalization, with the approval of the county legislative authority, may reconvene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)

Pursuant to RCW 84.48.010, the Pacific County Legislative Authority hereby approves the Pacific County Board of Equalization's request to reconvene for the purpose of hearing appeals filed for the current year (2015 Session for Taxes Payable in 2016). This approval is based on the finding that the requirements for reconvening under RCW 84.48.010 have been satisfied.

DATED this 13<sup>th</sup> day of October, 2015.

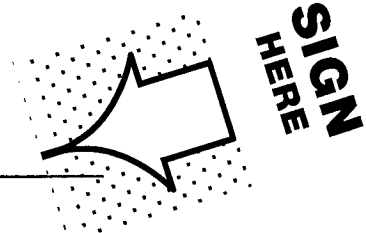
\_\_\_\_\_  
Steve Rogers, Chair

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

\_\_\_\_\_  
Lisa Ayers, Member

ATTEST:

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



**RCW 84.48.010****County board of equalization — Formation — Per diem — Meetings — Duties — Records — Correction of rolls — Extending taxes — Change in valuation, release or commutation of taxes by county legislative authority prohibited.**

Prior to July 15th, the county legislative authority shall form a board for the equalization of the assessment of the property of the county. The members of said board shall receive a per diem amount as set by the county legislative authority for each day of actual attendance of the meeting of the board of equalization to be paid out of the current expense fund of the county: PROVIDED, That when the county legislative authority constitute the board they shall only receive their compensation as members of the county legislative authority. The board of equalization shall meet in open session for this purpose annually on the 15th day of July and, having each taken an oath fairly and impartially to perform their duties as members of such board, they shall examine and compare the returns of the assessment of the property of the county and proceed to equalize the same, so that each tract or lot of real property and each article or class of personal property shall be entered on the assessment list at its true and fair value, according to the measure of value used by the county assessor in such assessment year, which is presumed to be correct under RCW **84.40.0301**, and subject to the following rules:

First. They shall raise the valuation of each tract or lot or item of real property which is returned below its true and fair value to such price or sum as to be the true and fair value thereof, after at least five days' notice shall have been given in writing to the owner or agent.

Second. They shall reduce the valuation of each tract or lot or item which is returned above its true and fair value to such price or sum as to be the true and fair value thereof.

Third. They shall raise the valuation of each class of personal property which is returned below its true and fair value to such price or sum as to be the true and fair value thereof, and they shall raise the aggregate value of the personal property of each individual whenever the aggregate value is less than the true valuation of the taxable personal property possessed by such individual, to such sum or amount as to be the true value thereof, after at least five days' notice shall have been given in writing to the owner or agent thereof.

Fourth. They shall reduce the valuation of each class of personal property enumerated on the detail and assessment list of the current year, which is returned above its true and fair value, to such price or sum as to be the true and fair value thereof; and they shall reduce the aggregate valuation of the personal property of such individual who has been assessed at too large a sum to such sum or amount as was the true and fair value of the personal property.

Fifth. The board may review all claims for either real or personal property tax exemption as determined by the county assessor, and shall consider any taxpayer appeals from the decision of the assessor thereon to determine (1) if the taxpayer is entitled to an exemption, and (2) if so, the amount thereof.

The clerk of the board shall keep an accurate journal or record of the proceedings and orders of said board showing the facts and evidence upon which their action is based, and the said record shall be published the same as other proceedings of county legislative authority, and shall make a true record of the changes of the descriptions and assessed values ordered by the county board of equalization. The assessor shall correct the real and personal assessment rolls in accordance with the changes made by the said county board of equalization, and the assessor shall make duplicate abstracts of such corrected values, one copy of which shall be retained in the office, and one copy forwarded to the department of revenue on or before the eighteenth day of August next following the meeting of the county board of equalization.

The county board of equalization shall meet on the 15th day of July and may continue in session and adjourn from time to time during a period not to exceed four weeks, but shall remain in session not less than three days: PROVIDED, That the county board of equalization with the approval of the county legislative authority may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater.

No taxes, except special taxes, shall be extended upon the tax rolls until the property valuations are equalized by the department of revenue for the purpose of raising the state revenue.

County legislative authorities as such shall at no time have any authority to change the valuation of the property of any person or to release or commute in whole or in part the taxes due on the property of any person.

[2001 c 187 § 22; 1997 c 3 § 109 (Referendum Bill No. 47, approved November 4, 1997); 1988 c 222 § 20; 1979 c 13 § 1. Prior: 1977 ex.s. c 290 § 2; 1977 c 33 § 1; 1970 ex.s. c 55 § 2; 1961 c 15 § 84.48.010; prior: 1939 c 206 § 35; 1925 ex.s. c 130 § 68; RRS § 11220; prior: 1915 c 122 § 1; 1907 c 129 § 1; 1897 c 71 § 58; 1893 c 124 § 59; 1890 p 555 § 73; Code 1881 §§ 2873-2879. Formerly RCW 84.48.010, 84.48.020, 84.48.030, 84.48.040, and 84.48.060.]

#### Notes:

**Contingent effective date -- 2001 c 187:** See note following RCW 84.70.010.

**Application -- 2001 c 187:** See note following RCW 84.40.020.

**Application -- Severability -- Part headings not law -- Referral to electorate -- 1997 c 3:** See notes following RCW 84.40.030.

**Effective date -- 1988 c 222:** See note following RCW 84.40.040.

**Effective date -- 1970 ex.s. c 55:** See note following RCW 84.36.050.



**STATE OF WASHINGTON**  
**DEPARTMENT OF REVENUE**

August 20, 2012

**TO:** All County Boards of Equalization

**FROM:** Diann Locke, Specialist  
Levies and Appeals  
Property Tax Division

**SUBJECT: RECONVENING BOARDS OF EQUALIZATION TO HEAR TIMELY  
FILED APPEALS AND CLERK INFORMATION**

**Authorization granted to continue hearing 2011 assessment appeals**

The Department of Revenue (Department) is authorizing the boards of equalization (Boards) to continue holding hearings on any timely filed petitions that have not been resolved for the 2011 assessment year.

**The Department's authority to reconvene Boards**

The Department has the authority to reconvene the Boards at any time for the purpose of performing or completing any duty or taking any action the board might lawfully have performed or taken at any of its previous meetings (RCW 84.08.060). The Department has invoked this power yearly, authorizing Boards to continue holding hearings on any timely filed petitions after the regular 28-day session has ended.

The Department also must reconvene Boards when assessors or appellants provide market based information indicating the assessor overvalued the subject property by at least double, and grant the Boards authority to equalize assessed values outside of their regular 28-day session.

**County legislative authority to reconvene boards of equalization**

During our recent audits of Boards, it has come to our attention that some Boards are not aware of the statutory requirement to obtain approval from the county legislative authority (CLA) to continue hearings after the regular 28-day convened session has ended. (RCW 84.48.010 and WAC 458-14-046)

✱ Even though the Department has authorized Boards to continue meeting each year after the 28-day regular session, Boards should also notify the CLA when the number of petitions exceeds 25 or 10 percent of the number of appeals filed in the preceding year, whichever is greater, after the regular 28-day session has ended.

The Department suggests the Board write a letter to the CLA informing them of the status of appeals and request authorization to continue hearing such timely filed appeals. The letter should request acknowledgement from the CLA to continue processing timely filed appeals. The Department has an optional form available for the CLA to use, *REV 64 0049e, Notice of Approval to Hear Property Tax Appeals*, to reconvene Boards. A resolution from the CLA is not required.

Property Tax Division

P O Box 47471 ♦ Olympia, Washington 98504-7471 ♦ (360) 534-1400 ♦ Fax (360) 534-1380



All County Boards of Equalization  
August 20, 2012  
Page 2

**List of Board clerks**

Attached you will find a copy of our most current clerk contact list for your use. Please review your county's information and let me know if any corrections need to be made.

Please let me know if you have any questions related to reconvening or any other issues. You can reach me at (360) 534-1427 or [diannl@dor.wa.gov](mailto:diannl@dor.wa.gov).

DL:bl  
Enclosure



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

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

REQUESTED MEETING DATE:

10/13/15

## AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

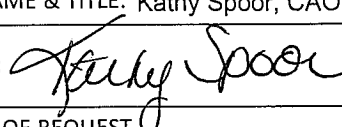
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: 	DATE: 10/5/15
NARRATIVE OF REQUEST	
<p>Sarah Bottoms has submitted her letter of resignation. Her last day at work will be October 16th. We wish her well in her new position. She will be missed. She has done an excellent job in per position as public records coordinator.</p> <p>We are requesting approval to advertise the position of the Public Records Coordinator at .8 FTE.</p> <p>We are also requesting to increase of Kelli Buchanan and Amanda Bennett by .1 FTE each to assist with coverage needed to manage the County's PDRs until we are able to get someone hired and trained for Sarah's position. The 4 hour per week increase in each of their time will be paid by risk. There will be adequate budget authority since we will be without a PDR coordinator for a minimum of a month, and maybe longer. This increase requires no additional county general fund support.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Accept letter of resignation from Sarah Bottoms.</p> <p>Approve advertisement of the Public Records Coordinator position at .8 FTE.</p> <p>Approve increase of Kelli Buchanan from .8 FTE to .9 FTE, and Amanda Bennett from .9 to 1.0 FTE to assist with coverage needed to manage the County's PDRs until a replacement can be hired and trained. The increase will be effective October 19th, 2015.</p>	

**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.