

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

November 10, 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

ADDITIONAL AGENDA

ITEMS REGARDING SHERIFF'S OFFICE

- 1) Confirm Sheriff Scott Johnson's signature on the 2015 STOP Violence Against Women Grant #F15-31103-026

ITEMS REGARDING JUVENILE

- 2) Consider approval of request to lease new copy machine with Aberdeen Office Equipment

ITEMS REGARDING HEALTH AND HUMAN SERVICES

- 3) Consider approval of request for a one time exception to the Credit Card Policy (Resolution 2014-05)

ITEMS REGARDING GENERAL BUSINESS

- 4) Consider approval of the minutes of the Joint Meeting of County Commissioners on 19th Legislative District Senatorial/Representative Appointments held on October 22, 2015
- 5) Consider approval of request to purchase a Dell Inspiron laptop/tablet
- 6) Consider approval of Contract for Services with Crisis Support Network

ITEMS REGARDING TREASURER'S OFFICE

- 7) Consider to approve request to purchase a Dell Inspiron laptop/tablet

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

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



REQUESTED MEETING DATE:

11/10/2015

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 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☐ NO ACTION TAKEN/WITHDRAWN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: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett, Chief Deputy	PHONE / EXT: 3395
SIGNATURE: /s/ Denise L. Rowlett	DATE: 11/5/2015
NARRATIVE OF REQUEST Request the BOCC confirm the Sheriff's signature on the FFY 2015 STOP grant as follows: 1. Spending Limit Letter from Diane Klontz, the Assistant Director for Community Services and Housing Division 2. Face Sheet (signature page of the grant document) 3. Attachment B – Standard Assurances 4. Attachment C – Equal Employment Opportunity Plan Certification 5. Attachment D – Civil Rights Requirements and Non-Supplanting Certification 6. Attachment E - Restrictions and Certifications Regarding Non-Disclosure Agreements	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Sheriff Scott Johnson's signature on the 2015 STOP Violence Against Women Grant	



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

October 20, 2015

Denise Rowlett
Chief Deputy
Pacific County Sheriff's Office
PO Box 27
South Bend, WA 98586-0027

Dear Denise,

This letter officially establishes a spending limit for your STOP Violence Against Women Formula Grant No. F15-31103-026.

Your agency is authorized to spend 97.5% of your grant budget. Please print a copy of this letter, sign, date and return it with your grant documents. It will become a part of your permanent grant file. We are hopeful that unspent allocations from the FFY 2014 grants will be sufficient to supplement the FFY 2015 allocation and allow us to lift the 2.5% spending restriction by July 1, 2016.

If you have any questions or concerns, please contact Pearl Gipson-Collier at (866) 857-9889 or pearl.gipson@commerce.wa.gov.

Sincerely,

Diane Klontz, Assistant Director
Community Services & Housing Division

Acknowledgement of receipt of letter by signature below:

Signature/Grantee

11/2/2015

Date



Department of Commerce

Innovation is in our nature.

Grant to

Pacific County Sheriff's Office

through

Office of Crime Victims Advocacy
Community Services and Housing Division

For

FFY 2015 STOP Violence Against Women Grant Program supports activities that improve the community response to violence against women.

Start date: 1/1/2016

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Attachment B – Standard Assurances

Attachment C – Equal Employment Opportunity Plan Certification

Attachment D – Civil Rights Requirements and Non-Supplanting Certification

Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements

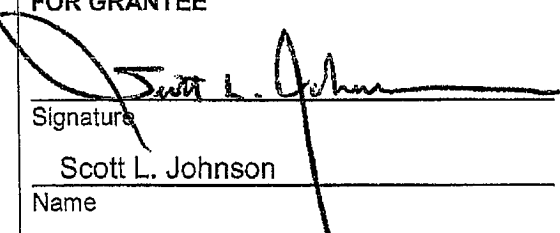
Attachment F - Scope of Work

Attachment G – Budget

FACE SHEET

Grant Number: F15-31103-026

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2015 Violence Against Women STOP Grant Program

1. Grantee Pacific County Sheriff's Office Post Office Box 27 South Bend, WA 98586-0027		2. Federal Funding Award Information Federal Award Date: 09/23/2015 Federal Award Identification Number (FAIN): 2015-WF-AX-0033 Total Amount of Federal Award: \$2,898,100 Awarding Official: Bea Hanson, Principal Deputy Director	
3. Grantee Representative Denise Rowlett Chief Deputy Phone: (360) 875-9395 Fax: (360) 875-9393 drowlett@co.pacific.wa.us		4. COMMERCE Representative Anita Granbois Program Coordinator Phone: (360) 725-2892 Fax: (360) 586-7176 anita.granbois@commerce.wa.gov	
5. Grant Amount \$15,220.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date 1/1/2016
8. End Date 12/31/2016			
9. Federal Funds (as applicable) 2015-WF-AX-0033		Federal Agency Department of Justice, Office on Violence Against Women	
		CFDA Number 16.588	
10. Tax ID # 91-6001356	11. SWV # SWV000719503	12. DUNS # 020359829	13. Indirect Rate n/a
14. Grant Purpose FFY 2015 STOP Violence Against Women Grant Program supports activities that improve the community response to violence against women.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment A – Copyright Provisions; Attachment B – Standard Assurances; Attachment C – Equal Employment Opportunity Plan Certification; Attachment D - Civil Rights Requirements and Non-Supplanting Certification; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment F - Scope of Work; Attachment G – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.			
FOR GRANTEE  Signature Scott L. Johnson Name Sheriff Title 11/2/2015 Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Grantee agrees that any publications (written, visual, or sound) issued by Grantee describing programs or projects funded in whole or in part with federal funds under this Grant and shall contain the following statements:

"This project was supported by subgrant No. F15-31103-026 awarded by the state administering office for the STOP Formula Grant Program. Points of view in this document are those of the author and do not necessarily represent the official position of the state or the U.S. Department of Justice, Office on Violence Against Women. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce."

2. ASSOCIATION OF COMMUNITY ORGANIZATIONS (ACORN)

Grantee agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

3. BILLING PROCEDURES AND PAYMENT

The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms. The Invoice Voucher shall be submitted to Anita Granbols, Program Coordinator, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, Washington 98504-2525.

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$15,220.00 for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment F – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment G – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least \$5,073.00 unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to

**SPECIAL TERMS AND CONDITIONS
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the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of any amount between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and COMMERCE.

Payment will be on a reimbursement basis only.

Consultant fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:
<http://www.ofm.wa.gov/resources/travel/color1015.pdf>.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office on Violence Against Women 2014 Financial Grants Management Guide, which can be found using the following link:
http://www.justice.gov/sites/default/files/ovw/pages/attachments/2014/12/17/ovw_2014_fgmg_final_1.pdf.

5. EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

The Grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

6. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

7. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, COMMERCE may analyze grant expenditures as a proportion of the grant budget. If COMMERCE determines, in its sole discretion, that the grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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8. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. *(This provision applies only if the grantee or subgrantees are using the services of licensed professionals to perform services described under this Grant.)* The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need ~~not be named as additional insureds under this policy.~~

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**SPECIAL TERMS AND CONDITIONS
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Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

9. NEW CIVIL RIGHTS PROVISION

The Grantee shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients of STOP Grant funding from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this grant

10. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE January 15, 2017 (for the performance period January 1, 2016 through December 31, 2016). The Grantee shall maintain documentation and records that support the progress reports.

11. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take ~~reasonable steps to ensure that LEP persons have meaningful access to their programs.~~ Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

12. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

**SPECIAL TERMS AND CONDITIONS
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13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Special Terms and Conditions
- Attachment A – Copyright Provisions
- Attachment B – Standard Assurances
- Attachment C – Equal Employment Opportunity Plan Certification
- Attachment D – Civil Rights Requirements and Non-Supplanting Certification
- Attachment E – Scope of Work
- Attachment F – Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
 - B. "COMMERCE" shall mean the Department of Commerce.
 - C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this grant shall be the same as delivery of an original.
 - D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
 - E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
 - F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - G. "State" shall mean the state of Washington.
 - H. "Subgrantee" 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 contract with the Grantee. The terms "subgrantee" and "subgrantees" mean subgrantee(s) in any tier.
 - I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
 - J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
-

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements – 2 CFR Part 200

Grantees expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

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If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2 CFR Part 200.

The Grantee shall include the above audit requirements in any subcontracts.

In any case, the Grantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in 2 CFR, Part 200 no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, state, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:**
- 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. ~~COMMERCE may require changes to such policies and procedures as they apply to this Grant~~ whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.**
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.**

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

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Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a contract.

In the event this Grant is terminated as provided above, COMMERCE 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 COMMERCE 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 COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all Intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, 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.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials 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 Grantee shall provide COMMERCE with prompt written notice of each notice or claim of Infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

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The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the grant. "Claim" as used in this grant, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any subgrantee's performance or failure to perform the grant.

The 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.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE 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 such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

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19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

2 CFR Part 200

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

~~Americans with Disabilities Act of 1990, Public Law 101-336.~~

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

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D. Office of Management and Budget Circulars

2 CFR Parts 200, 215, 220, 225, and 230.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-supplantation, 28 CFR Sec. 90.18.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. ~~Open-public-meetings-act, Chapter 42.30 RCW,~~

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

22. LICENSING, ACCREDITATION, AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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 or any clause or condition of this Grant is not effective or binding unless made in writing and signed the Agent.

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24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance 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 state. 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.

25. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Grantees selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

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Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

27. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

28. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

29. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agency 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.

31. 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, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

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33. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

35. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

37. TERMINATION FOR CAUSE

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, 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.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

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38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, the Grantor shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

39. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE 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.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case COMMERCE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as COMMERCE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by COMMERCE, 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 subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by COMMERCE, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of COMMERCE to the extent COMMERCE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by COMMERCE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by COMMERCE; and
7. Take such action as may be necessary, or as COMMERCE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

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40. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that 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.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A

Special Condition Regarding Copyright Provisions

The Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

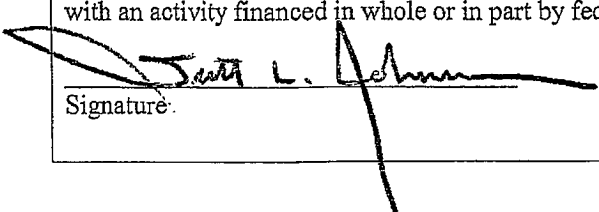
In addition, the Grantee (or sub-recipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Grantee (and of each sub-recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any sub-award, contract or subcontract under this award.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature: 11/2/2015
Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Pacific County Sheriff's Office	
Address: PO Box 27, South Bend, WA 98586-0027	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 020359829	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Denise Rowlett, Chief Deputy	
Telephone Number: (360) 875-9395	E-Mail Address: drowlett@co.pacific.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- | | | |
|---|---|---|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian tribe. | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization. | <input type="checkbox"/> Educational Institution. | <input checked="" type="checkbox"/> Receiving an award less than \$25,000 |

I, Sheriff Scott L. Johnson [responsible official],
 certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
 I further certify that Pacific County Sheriff's Office [recipient]
 will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Scott L. Johnson, Sheriff

Print or Type Name and Title

Signature

11/2/2015

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
 certify that _____ [recipient]
 Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has
 formulated an EEOP in accordance with 28 CFR pt. 42, subpt E. I further certify that within the last twenty-four months,
 the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is
 available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights,
 Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

4. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP)

The Grantee will determine whether it is required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the Grantee is not required to formulate an EEOP, it will submit a certificate form to the Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the Grantee is required to develop an EEOP but not required to submit the EEOP to the OCR, the Grantee will submit a certification to COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Grantee is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to COMMERCE to claim the exemption. Information about civil rights obligations of Grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

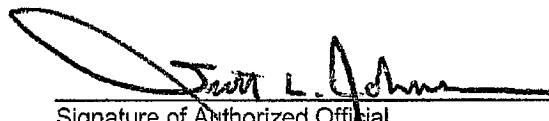
5. NON-SUPPLANTING CERTIFICATION

No STOP Grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. STOP Grant funds will be used to increase the total amount of funds used to combat violence against women. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

6. GRANTEE DUTY TO ENSURE SUBGRANTEES COMPLIANCE

The Grantee is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the duly authorized representative of the grantee, I hereby certify that the Grantee will comply with the above Civil Rights requirements and Non-Supplanting specified in this Certification.

	Sheriff
_____ Signature of Authorized Official	_____ Title of Authorized Official
Pacific County Sheriff's Office	11/2/2015
_____ Name of Agency	_____ Date

- b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Pacific County Sheriff's Office

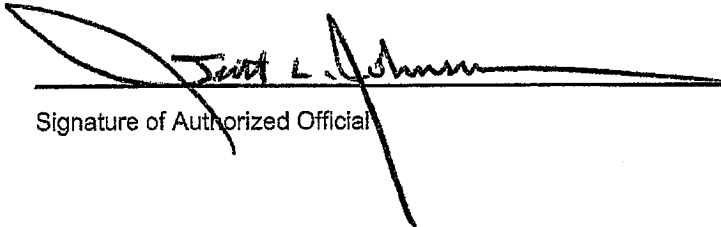
Agency Name

Scott L. Johnson

Sheriff

Name of Authorized Official

Title



11/2/2015

Signature of Authorized Official

Date

ATTACHMENT F

Scope of Work

January 1, 2016 through December 31, 2016

The Pacific County Sheriff's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Pacific County Sheriff's Office to accomplish a public purpose.

Funding from this grant must be used to support the grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this grant program are available to adult and youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence or stalking during grantee's regular business hours and shall include, but not be limited to:

- overtime or backfill for officers attending trainings and/or officers responding, investigating and providing follow-up on cases involving adult or youth victims (ages 11 and older) of sexual assault, domestic violence, stalking, and/or dating violence;
- attend local and/or national training sessions;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies, or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Raymond Police Department

- overtime or backfill for officers attending trainings and/or officers responding, investigating and providing follow-up on cases involving adult or teen victims of sexual assault, domestic violence, stalking, and/or dating violence;
- attend local and/or national training sessions;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or teen victims of sexual assault, domestic violence, dating violence, or stalking;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies, or administrative costs supported by this grant program are related to issues involving adult or teen victims of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

South Bend Police Department

- overtime or backfill for officers attending trainings and/or officers responding, investigating and providing follow-up on cases involving adult or teen victims of sexual assault, domestic violence, stalking, and/or dating violence;
- attend local and/or national training sessions;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or teen victims of sexual assault, domestic violence, dating violence, or stalking;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies, or administrative costs supported by this grant program are related to issues involving adult or teen victims of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Victim Safety: As a recipient of these funds, Grantee may not engage in activities that compromise victim safety and recovery. Such activities include, but are not limited to: procedures or policies that exclude victims from assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; requiring victims to participate in criminal proceedings; supporting policies or engaging in practices that impose restrictive conditions (e.g., attend counseling, seek an order of protection) on the victim in order to receive services or when requesting an order of protection be rescinded or modified; seeking a material witness warrant for a victim without consultation with the victim and exploring alternative actions; or arbitrarily refusing to sign U visa Certifications when a STOP Grant qualifying crime has occurred and the victim was, is being, or is likely to be helpful in the investigation or prosecution of the qualifying crime.

Food and Beverage Costs: Grantee agrees grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers.

Training or Training Materials: Grantee agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.

Outreach, Public Awareness and Education Activities: Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees grant funds will not be used to conduct public awareness or community education campaigns or related activities.

Written Materials or Products: Grantee shall submit a copy of any written materials or products that are funded under the project to OCVA not less than thirty (30) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

Coordinated Community Response Team: Law enforcement officers from the Grantee and Subgrantees agencies shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence, or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR. Noncompliance may result in suspension of payments to Grantee under this Grant.

Standard Special Condition: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

DELIVERABLES

The grantee shall be responsible for the following deliverables:

1. Participation in coordinated community response meetings at least quarterly – As detailed above.
2. Reports – As described in Section 10 of Special Terms and Conditions.
3. Vouchers – Must be submitted at least quarterly.

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. Participation in at least 75% of coordinated community response meetings.
 2. 100% of required reports will be submitted on time.
 3. 90% of vouchers will be completed on time.
-

ATTACHMENT G

BUDGET

<u>Category</u>	<u>Projected Costs</u>
Salaries:	\$3,350.00
Benefits:	\$1,797.00
Contracted Services:	\$10,073.00
Goods and Services:	\$0.00
Administrative Costs:	\$0.00
Total Grant Award:	\$15,220.00
Match:	\$5,073.00
Total Project:	\$20,293.00

Transfer of funds between line item budget categories must be approved by OCVA program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total grant award shall be subject to justification and negotiation of an amendment by Grantee and the Department of Commerce.

The cost of allowable equipment purchased with these funds must be prorated to grant activity usage, unless items are used 90% or more on grant activities. Equipment authorized to be purchased with grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. It must also be purchased within the first quarter of the grant.

Consultant fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day.

Administrative costs may not exceed 15% of each agency's STOP Grant funding. Administrative costs must be related to STOP activities funded by this Grant. One function area (victim services, law enforcement, or prosecutors) may not use another function area's administrative allocation.

The project match must be met by governmental entities unless otherwise agreed upon and fulfilled by STOP Grant county partners.

No grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



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:

11/10/2015

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 2

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:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Juvenile Court

DIVISION (if applicable): South Bend

OFFICIAL NAME & TITLE: J. Wayne Leonard, Juvenile Court Administrator

PHONE / EXT: 3350

SIGNATURE:

J. Wayne Leonard

DATE: 11/05/2015

NARRATIVE OF REQUEST

We are requesting to lease a new copy machine. Our current lease with Xerox expired in August 2015. The new lease would be the same lease payments as we had with Xerox, so NO supplemental would be requested. Our copy machine has over 100,000 copies on it. We would request to lease a copy machine from Aberdeen Office Supply.

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

Approve lease of new copy machine with Aberdeen Office Equipment (State Bid) in the amount of \$118 a month for 60 months; subject to adequate budget appropriations

Pacific Co. Juvenile

November 2015 - Revised

Sharp MX-M364 Copier/ Printer/ Scanner

Features:

- ◆ Scan Once / Print Many Technology
- ◆ 36 Pages Per Minute B/W / Copies or Print
- ◆ First Copy Speed 4.8 Seconds
- ◆ Four 500 Sheet Paper Drawers
- ◆ Paper Sizes 5" x 8" to 11" x 17"
- ◆ 100 Sheet Bypass Handles All Sizes with Heavy Paper to 110# Index
- ◆ Reduce / Enlarge 25% to 400%
- ◆ 1200 dpi Scan / 1200 dpi Print
- ◆ Duplexing 1-999 Sheet (Std.)
- ◆ Electronic Sorting w/Staple & Punch
- ◆ 100 Sheet Reversing Single Pass Feed (Std.)
- ◆ **Network Print / Scan / Document Filing / Fax**
- ◆ Machine Dimensions 28"W X 25"D X 34"H



Copier With Auto-Feeder / Duplex / Stand

MX M364N – DE14 – FN17 – FX11 – PN11B – TR13N

WA/NASPO Contract #05214 Lease Rate

60 months @ \$118.00

Prices Do Not Include Sales Tax

Total maintenance option covering all service, parts and any supplies needed (excluding paper) is .0085 b/w per copy. There is no minimum monthly rate and you are billed monthly, bi-monthly or quarterly.

Fred Scott - Aberdeen Office Equipment – 533-0352



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:

11/10/15

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 3

BOCCA 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 Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 11/6/15
NARRATIVE OF REQUEST Request the Board approve a one time exception to the credit card policy related to not being able to purchase meals with the credit card. I have attached a memo explaining the need to request this one time exception.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve a one time exception to the credit card policy (Resolution 2014-35)	

PACIFIC COUNTY



PACIFIC COUNTY COURTHOUSE
National Historic Site

Public Health and Human Services Department

1216 W. Robert Bush Drive, P.O. Box 26, South Bend, WA 98586

7013 Sandridge Road, Long Beach, WA 98631

E-mail Address: health@co.pacific.wa.us

Willapa Harbor Area
(360) 875-9343
FAX 875-9323

Peninsula Area
(360) 642-9349
FAX 642-9352

Naselle
(360) 484-7343

North Cove/Tokeland
(360) 267-8343

November 6, 2015

Memo to Board of County Commissioners

From: Mary P. Goelz, Director
Pacific County Public Health and Human Services

Re: Request for an exception to the credit card policy excluding purchase of meals

Carly Castanada, our Human Services Specialist, will be taking a group of high school youth to the National Prevention Network conference in Seattle from Monday November 16 through Thursday, November 19, 2015.

Carly will be taking 6 high school students to this conference. The meals that will need to be paid for are dinners only as breakfast and lunch is included in the conference.

In the past our department has been able to request advanced funds for meals in order to provide the youth meals during the conference without the students having to be concerned with paying for their own meals during their travels. This puts a financial burden on the students and/or the advisor that would potentially have to pay for the meals and then request reimbursement. With a change in the advanced travel system we have been told that we cannot request advanced travel to pay for meals for volunteers.

The travel for this conference will be paid for through grant funding and is included in our approved budget. There will not be a need to request supplemental funds.

The credit card policy indicates the card can be used for "general costs associated with travel, other than meals". We are requesting a one-time exception to this policy in order to pay for the student's meals at the time vs requesting reimbursement on Carly's part after the event. Carly will keep detailed receipts describing the purchases for remittance to our department.

. Thank you for your consideration in this matter.

Mary P. Goelz, Director
Extension 2644



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:

11/10/2015

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 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):

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

PHONE / EXT:

SIGNATURE: 

DATE: 11/5/2015

NARRATIVE OF REQUEST

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

Approve the minutes of the Joint Meeting of County Commissioners of Cowlitz, Grays Harbor, Lewis, Pacific, and Wahkiakum Counties on 19th Legislative District Senatorial/Representative Appointments held October 22, 2015

**JOINT MEETING OF COUNTY COMMISSIONERS OF
COWLITZ, GRAYS HARBOR, LEWIS, PACIFIC AND WAHAKIUM COUNTIES
ON 19TH LEGISLATIVE DISTRICT SENATORIAL APPOINTMENT UNDER
ARTICLE 2, SECTION 15 OF THE WASHINGTON STATE CONSTITUTION**

October 22, 2015, at 3:00 PM, Commissioner's Meeting Room, 3rd Floor,
Cowlitz County Administration Building, 207 4th Ave. N., Kelso, WA

Cowlitz County Chairman Karnofski led the pledge of allegiance.

Opening and Announcements

Welcome and introductions by host county Chairman.

- a. Mike Karnofski, Dennis Weber, Joe Gardner, Cowlitz County Commissioners
Edna Fund, Bill Schulte, Gary Stamper, Lewis County Commissioners
Wes Cormier, Frank Gordon, Vickie Raines, Grays Harbor County Commissioners
Steve Rogers, Frank Wolfe, Lisa Ayers, Pacific County Commissioners
Mike Backman, Daniel Cothren, Blair Brady, Wahkiakum County Commissioners
- b. Cowlitz County Prosecutor Ryan Jurvakainen and Chief Civil Deputy Doug Jensen.
- c. Clerks of the Boards Beth Johnson, Wahkiakum County and Tiffany Ostreim, Cowlitz County
- d. Senatorial Nominees – Dean Takko and Steve Moon

Commissioners' joint-meeting convened by host county Chairman and commissioners select a Chair and Vice-Chair for the joint meeting.

Commissioner Brady nominated Mike Karnofski as Chair. No other nominations were made. The motion carried.

Commissioner Raines nominated Commissioner Fund as Vice-Chair. Bill Schulte seconded. The motion carried.

Procedure and Nominees

Review, discuss and/or amend agenda and meeting rules and procedures (attached).

Adopt agenda and meeting rules and procedures by majority vote.

Commissioner Gordon moved to approve the agenda. Commissioner Brady seconded. The motion carried.

Five (5) minute presentations to the commissioners by each senatorial nominee.

- a. Steve Moon gave an opening statement.
- b. Dean Takko gave an opening statement.

Commissioner Karnofski noted the PCO's nominated Betty Snyder. She is unable to attend.

Commissioners question and answer period for nominees.

Each candidate answered the questions posed by the following Commissioners:
Commissioners Rogers, Pacific County.

Commissioner Backman, Wahkiakum County.
Commissioner Cormier, Grays Harbor County.
Commissioner Fund, Lewis County.
Commissioner Weber, Cowlitz County.
Commissioner Ayers, Pacific County.
Commissioner Backman, Wahkiakum County.
Commissioner Gordon, Grays Harbor County.
Commissioner Fund, Lewis County
Commissioner Gardner, Cowlitz County
Commissioner Brady, Wahkiakum County
Commissioner Rogers, Pacific County

Two (2) minute final remarks by each senatorial nominee.

- a. Dean Takko
- c. Steve Moon

Discussions, Deliberations and Voting

Voting on nominees: Ballot 1

Commissioner Karnofski – Dean Takko
Commissioner Weber – Steve Moon
Commissioner Gardner – Steve Moon
Commissioner Cormier – Dean Takko
Commissioner Gordon – Dean Takko
Commissioner Raines – Dean Takko
Commissioner Fund – Dean Takko
Commissioner Schulte - Dean Takko
Commissioner Stamper – Dean Takko
Commissioner Rogers – Dean Takko
Commissioners Wolfe – Dean Takko
Commissioner Ayers – Dean Takko
Commissioner Backman – Dean Takko
Commissioner Cothren - Dean Takko
Commissioner Brady - Dean Takko

13 votes for Dean Takko

2 votes for Steve Moon

Chairman Karnofski declared majority-vote and announced Dean Takko 19th Legislative District State Senator appointee. The Boards recessed until 4:30 p.m.

Cowlitz County Judge Warning gave the Oath of Office.

Commissioners' joint-meeting re-convened by host county Chairman Karnofski
Chairman Karnofski resigned as Chairman of the joint-meeting.

Commissioner Fund assumed the duties of Chairman and called the meeting to order.

Commissioner Schulte nominated Commissioner Ayers as Vice-Chair. Commissioner Brady seconded the motion. The motion carried.

Procedure and Nominees

Five (5) minute presentations to the commissioners by each senatorial nominee in order of preference, as voted upon by the 19th Legislative District Washington state Democratic Central Committee.

- a. Tiffany Turner gave an opening statement.
- b. JD Rossetti gave an opening statement.
- b. Jim Sayce gave an opening statement.

Commissioners question and answer period for nominees.

Each candidate answered the questions posed by the following Commissioners:

Commissioner Weber, Cowlitz County
Commissioner Schulte, Lewis County
Commissioner Raines Grays Harbor County
Commissioner Cothren, Wahkiakum County
Commissioner Rogers, Pacific County
Commissioner Karnofski, Cowlitz County
Commissioner Raines, Grays Harbor County
Commissioner Brady, Wahkiakum County
Commissioner Gordon, Grays Harbor County
Commissioner Weber, Cowlitz County

Two (2) minute final remarks by each senatorial nominee in order of preference, as voted upon by the 19th Legislative District Washington state Democratic Central Committee.

- a. Tiffany Turner
- b. JD Rossetti
- c. Jim Sayce

Discussions, Deliberations and Voting

Chairman Fund requested a motion for Executive Session for 20 minutes, until 6:05 p.m. to evaluate the qualifications of a candidate for appointment to elective office. Commissioner Raines moved and Commissioner Ayers seconded. The motion carried with 9 for and 6 opposed.

All members of the Boards reconvened from Executive Session. All members participated in the Executive Session and no action was taken.

Voting on nominees: Ballot 1

Commissioner Karnofski – JD Rossetti
Commissioner Weber – JD Rossetti
Commissioner Gardner – Jim Sayce
Commissioner Cormier – JD Rossetti
Commissioner Gordon – JD Rossetti
Commissioner Raines – JD Rossetti
Commissioner Fund – JD Rossetti
Commissioner Schute – JD Rossetti
Commissioner Stamper – JD Rossetti
Commissioner Rogers – Tiffany Turner
Commissioner Wolfe – Tiffany Turner
Commissioner Ayers – JD Rossetti

AND IN PARTISAN COUNTY ELECTIVE OFFICE

Such vacancies as may occur in either house of the legislature or in any partisan county elective office shall be filled by appointment by the county legislative authority of the county in which the vacancy occurs: Provided, That the person appointed to fill the vacancy must be from the same legislative district, county, or county commissioner or council district and the same political party as the legislator or partisan county elective officer whose office has been vacated, and shall be one of three persons who shall be nominated by the county central committee of that party, and in case a majority of the members of the county legislative authority do not agree upon the appointment within sixty days after the vacancy occurs, the governor shall within thirty days thereafter, and from the list of nominees provided for herein, appoint a person who shall be from the same legislative district, county, or county commissioner or council district and of the same political party as the legislator or partisan county elective officer whose office has been vacated, and the person so appointed shall hold office until his or her successor is elected at the next general election, and has qualified: Provided, That in case of a vacancy occurring after the general election in a year that the office appears on the ballot and before the start of the next term, the term of the successor who is of the same party as the incumbent may commence once he or she has qualified and shall continue through the term for which he or she was elected: Provided, That in case of a vacancy occurring in the office of joint senator, or joint representative, the vacancy shall be filled from a list of three nominees selected by the state central committee, by appointment by the joint action of the boards of county legislative authorities of the counties composing the joint senatorial or joint representative district, the person appointed to fill the vacancy must be from the same legislative district and of the same political party as the legislator whose office has been vacated, and in case a majority of the members of the county legislative authority do not agree upon the appointment within sixty days after the vacancy occurs, the governor shall within thirty days thereafter, and from the list of nominees provided for herein, appoint a person who shall be from the same legislative district and of the same political party as the legislator whose office has been vacated. *[AMENDMENT 96, 2003 House Joint Resolution No. 4206, p 2819. Approved November 4, 2003.]*

RULES AND PROCEDURES

1. A quorum of commissioners for this meeting shall be 8 (15 total county commissioners).¹
2. Robert's Rules of Order shall guide the meeting.²
3. All public sessions of the meeting shall be recorded electronically and said recording shall be preserved as the official minutes.³
4. Recess, Discussions and Adjournment.⁴
 - a. Each commissioner, at any time other than during a ballot vote, may request a short break or recess, the time period to be set by consensus.
 - b. Any commissioner, at any time other than during a ballot vote, may request a recess and may interact with other members of the governing body during the recess, provided those interactions involve less than a quorum of voting members of the body, and do not seek a consensus on voting. The governing body may also decide to meet in executive session under RCW 42.30.110(1)(h). Nominees shall not be included in such interactions or executive session.
 - c. A unanimous vote shall be required to adjourn the meeting prior to declaring an Appointee and establishing an agreed date and time for reconvening the meeting, within the constitutionally mandated time period. At the second meeting, if no nominee receives a majority vote after a reasonable number of ballots, the commissioners may by unanimous vote declare themselves deadlocked and transmit the names of the three nominees to the Governor for his selection.
5. The following procedures will govern the vote for State Senator:⁵

1 For 'statutory' county business, RCW 36.32.010 establishes the Board of Commissioners as the "governing body" for purposes of RCW 42.30.030, with each Board consisting of three qualified electors, two of whom shall constitute a quorum to do business. For purposes of appointment of a 19th District State Senator, under Art. 2, Sec. 15, of the Washington State Constitution, the governing body consists of the collective of the attending Board members from eligible and participating counties, with an established-quorum determined as set forth in item 5.

2 As with Title 36 RCW, Art. 2, Sec. 15, Washington State Constitution does not articulate the procedural rules under which meetings of the joint-commissioner body should occur. Drawing upon recommendations of Municipal Research & Services Center (MRSC), use of Robert's Rules of Order can be used as 'guidance'.

3 The counties' commissioners are meeting under Art. II, Sec. 15, Washington State Constitution, and the joint-body is governed by RCW 42.32.030 (Minutes) as requiring an official record. No format is specified at law, although many public meetings are currently audio and/or video recorded, and sometimes supplemented with written minutes of varying detail.

4 For purposes of this joint-body under Art. 2, Sec. 15, Washington State Constitution, less than a quorum of attending commissioners may gather during any recess in the meeting. *Citizens Alliance for Property Rights Legal Fund v. San Juan. County*, __Wn.2d__, __P.3d__ (October 1, 2015, S. Ct. No. 90500-2). The 'governing board', comprised of all commissioners from all of the counties for purposes of the Open Public Meeting Act (OPMA), will decide whether or not to recess into executive session under RCW 42.30.110 ["(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. . . .(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; ."]

5 Art. 2, Sec. 15, Washington State Constitution, requires the nominee to receive a majority vote of the attending county commissioners. (See above.) For clarification the following sets forth the number of votes needed for appointment depending upon the number of commissioners attending for the five counties, starting with the least number needed for a meeting and a majority:



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:

11/10/15

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 5

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: Kelli D. Buchanan, Administrative Assistant

PHONE / EXT:

SIGNATURE:

Kelli D. Buchanan

DATE: 11/5/15

NARRATIVE OF REQUEST

Request to purchase a Dell Inspiron 15 2-in-1 laptop/tablet for Commissioner Wolfe. I have attached the quote that Andy Seaman provided. There are sufficient funds in the Commissioners' operating budget to absorb the cost of this purchase.

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

Approve purchase of a Dell Inspiron laptop/tablet not to exceed \$1,125.00, including sales tax; subject to adequate budget appropriations

**QUOTATION**

Quote #: 717006520
 Customer #: 144123526
 Contract #:
 Customer Agreement #:
 Quote Date: 10/13/2015
 Customer Name: COUNTY OF PACIFIC

Date: 10/13/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: DARRELL QUALLS PHONE: 1800 - 4563355
 Email Address: Darrell.Qualls@Dell.com Phone Ext: 4167872

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$1,021.99 GROUP TOTAL: \$1,021.99

Description	Quantity
Inspiron 15, 7568 (210-AETT)	1
8GB Single Channel DDR3L 1600MHz (8GBx1) (370-AAUR)	1
Backlit Keyboard, English (580-ADXH)	1
Intel HD Graphics (490-BBRM)	1
Intel Wireless-AC 3165 driver (658-BCTE)	1
256GB Solid State Hard Drive (400-AGYS)	1
Windows 10 Home (64bit) English (619-AHCY)	1
Intel(R) 3165 1x1 802.11ac Wi-Fi Wireless LAN and Bluetooth (555-BCJN)	1
Power Cord, US/CAN (450-ABLO)	1
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	1
Dell Limited Hardware Warranty Initial Year (801-2700)	1
Mail In Service after Remote Diagnosis, 1 Year (801-2733)	1
6th Generation Intel(R) Core i7-6500U Processor (4M Cache, up to 3.10 GHz) (338-BINV)	1
15.6 inch LED Backlit Touch Display with Truelife and UHD resolution (3840 x 2160) (391-BCLE)	1
43 WHr, 3-Cell Battery (integrated) (451-BBPG)	1
LCD UHD Back Cover (320-BBTG)	1
45 Watt AC Adaptor (450-AEHK)	1
Dell.com Order (332-1530)	1
Dell.com Order (332-1530)	1
Palmrest label for Windows, English (389-BHSY)	1
Additional Software (658-BCUN)	1
Intel(R) Core(TM) i7 CPU Label for Ultrabook (389-BHLE)	1
Shipping Material (328-BCDN)	1
Direct Ship Info (340-ABSE)	1
ODM Info (640-BBJB)	1
Energy Star Compliant (340-AAPZ)	1
US Order (332-1286)	1
US Order (332-1286)	1
Additional Software (For Windows) (631-AAQL)	1

	1
Placemat (English, French, Spanish, Italian) (340-AQGN)	1
No Option Included (340-ACQQ)	1
BTO Standard Shipment (M) (800-BBGS)	1
Fixed Hardware Configuration (998-BQOI)	1
PALMREST LABEL ENG WIN (257-BBCO)	1
MicrosoMicrosoft(R) Office trial (658-BCSB)	1
McAfee LiveSafe Consumer 12 Month Subscription (525-0033)	1
McAfee(R) 30day Trial (658-BCCO)	1
(*)	1

COMMENT

-DISCOUNT/COUPON APPL

*Total Purchase Price:	\$1,102.72
Product Subtotal:	\$1,021.99
Tax:	\$80.73
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are



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:

11/5/15

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 6

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:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 11/10/15

NARRATIVE OF REQUEST

Enclosed for your consideration is a contract for services with Crisis Support Network. This contract is to provide funding collected through fees and assessments levied by the court and intended to support community domestic violence prevention. Generally these fees equal \$400-\$500 year. I have worked with Virginia Leach on this contract and added her as a signatory since the fees are collected in a fund (Fund 138) that she currently manages.

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

Move to approve Contract for Services with Crisis Support Network to provide community domestic violence prevention services with fees collected per RCW 36.18.016 and RCW 10.99.080.

CONTRACT FOR SERVICES

Between

PACIFIC COUNTY
On behalf of
THE SUPERIOR COURT CLERK
And
CRISIS SUPPORT NETWORK

THIS CONTRACT is made between Pacific County (the "COUNTY"), and Crisis Support Network, (the "RECIPIENT").

WHEREAS, RCW 36.18.016 establishes fees to be collected from parties filing the first or initial petition for dissolution, legal separation, or declaration concerning the validity of marriage, and RCW 10.99.080 allows all superior courts, and courts organized under Title 3 or 35 RCW, to impose a penalty assessment not to exceed one hundred dollars on any person convicted of a crime involving domestic violence; and

WHEREAS, beginning in 2015, six dollars of the fee collected per RCW 36.18.016 shall be retained and deposited in the Courts Special Accounts Fund (Fund 138) for the purpose of supporting community-based services within the county for victims of domestic violence, except for five percent of the six dollars, which may be retained by the court for administrative purposes; and

WHEREAS, revenue from the penalty assessment allowed under RCW 10.99.080 shall be deposited in the Courts Special Accounts Fund (Fund 138) to be used solely for the purposes of establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs in the city or county of the court imposing the assessment. Revenue from the assessment shall not be used for indigent criminal defense. If the city or county does not have domestic violence advocacy or domestic violence prevention and prosecution programs, cities and counties may use the revenue collected from the assessment to contract with recognized community-based domestic violence program providers, and

WHEREAS, Pacific County does not have domestic violence advocacy or domestic violence related prevention and prosecution programs, and

WHEREAS, transfer of funds from Pacific County to the RECIPIENT requires entering into a contract for services; and

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

1. **FUNDING**

Funds collected per RCW 36.18.016 and RCW 10.99.080 from January 2010 to December 2014 will be paid to the RECIPIENT in one lump sum within 30 days following the execution of this contract. Thereafter, annually, in December, funds collected per RCW 36.18.016 and RCW 10.99.080 during that calendar year for the support of domestic violence related prevention programs, will be invoiced and paid from Fund 138 to the RECIPIENT.

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

The RECIPIENT shall use these funds solely to offset expenses not covered by other grant sources that are incurred during that calendar year for services related to domestic violence related prevention programs.

By December 15th each year provide a brief narrative describing domestic violence prevention programs supported with these funds.

3. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

4. **RECAPTURE PROVISION**

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

5. **NONDISCRIMINATION**

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

6. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

7. **EMPLOYMENT RELATIONSHIPS**

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

8. **INSURANCE COVERAGE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the

term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- D. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

9. **INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.

C. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

10. **ENTIRE CONTRACT**

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

11. **CONTRACT MODIFICATIONS**

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

12. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015, and will continue in full force and effect until such time either party desires to terminate or modify the provisions of this CONTRACT. Written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party.

13. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect the fees and assessments authorized by RCWs 36.18.016 and 10.99.080.

14. **SPECIAL PROVISION**

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

15. **ATTORNEY'S FEES/COST OF SUIT AND VENUE**

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

- A. **Disputes.** Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue.**
- B. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- C. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

16. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

RECIPIENT
Crisis Support Network

Director

11/2/15

Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

SUPERIOR COURT CLERK
PACIFIC COUNTY, WASHINGTON

Virginia Leach

Date

ATTEST:

Marie Guernsey
Clerk of the Board

Date



REQUESTED MEETING DATE:

11-10-2015

AGENDA REQUEST FORM

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

Agenda Item #: OTHER 7

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: Treasurer	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Renee Goodin/Pacific County Treasurer	PHONE / EXT: 3420
SIGNATURE: <i>Renee Goodin</i>	DATE: 11/6/15
NARRATIVE OF REQUEST The Treasurer's Office would like to purchase one laptop computer to replace an older computer in the main office. This laptop will be stored at night in the vault for added security.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of a Dell Inspiron laptop/tablet not to exceed \$1,125.00, including sales tax; subject to adequate budget appropriations	