



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:

12/22/2015

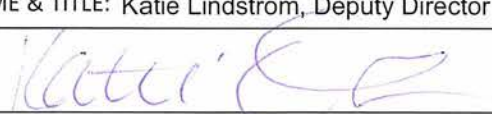
## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>21</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
<b>DISTRIBUTION LIST:</b>		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile
		<input type="checkbox"/> NDC
		<input type="checkbox"/> PACCOM
		<input type="checkbox"/> Prosecutor
		<input type="checkbox"/> SDC
		<input type="checkbox"/> Sheriff
		<input type="checkbox"/> Superior Court
		<input type="checkbox"/> Treasurer
		<input type="checkbox"/> Veg Mgmt
		<input type="checkbox"/> WSU Ext.
		<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 12/16/2015
<b>NARRATIVE OF REQUEST</b> Requesting approval of contract #2016-17_CCAP_Housing. This contract provides CCAP funding to employ 2 housing advocates and to provide housing services for very low income and homeless individuals/families in Pacific County. This funding comes through the state Department of Commerce Consolidated Homeless Grant (CHG). An RFP for these services was release this fall. The HSAB Housing Committee met in October to review applications and made the recommendation to contract with CCAP. The total contract amount for this grant is \$144,086. (Please note- additional funding will be added June 2016, when the state releases the rest of our county allocation. I will amend this sub contract at this time. Please contact me at ex 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Contract #2016-17 CCAP Housing with Coastal Community Action Program to employ two housing advocates and provide very low income and homeless housing and authorize Chair to sign	



**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Pacific County, hereinafter referred to as "County," and **Coastal Community Action**, hereinafter referred to as "Contractor", a nonprofit corporation with federal 501(c) (3) nonprofit status, hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The purpose of this contract is to provide housing services in Pacific County through the Housing and Essential Needs Program (HEN), Consolidated Homeless Grant (CHG), and to provide volunteer management and intake support for the Overnight Winter Lodging (OWL).

HEN is intended to providing rental assistance, utility assistance, and essential needs for Medical Care Service recipients as determined by the Dept. of Social and Health Services.

CHG: is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This Contract provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Pacific County Homeless Plan. This Contract is a result of the Dept. of Commerce

OWL: is a partnership with Peninsula Poverty Response to provide temporary overnight shelter for individuals experiencing homeless in Pacific County during the winter months of November-February.

All services provided under this contract must be in full compliance with **Exhibit A- Department of Commerce Guidelines**.

#### 1. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

<b>A. For the Contractor:</b>	<b>B. For the County:</b>
{name of representative}	Katie Lindstrom
Executive Director	Deputy Director, Pacific County Public Health & Human Services
{address of contractor}	1216 West Robert Bush Drive South Bend, WA 98586

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

#### 2. **ACCESS TO DATA**

In compliance with RXW 39.26.180, the Contractor shall provide access to data generated under this agreement to the County, Department of Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

#### 3. **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.

#### **4. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon 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 of the parties hereto.

#### **5. AMENDMENTS**

This Contract 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**

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, 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. APPROVAL**

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

## **8. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

## **9. AUDIT**

### **a. General Requirements:**

The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request

### **b. State Fund Requirements:**

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- i. Contractor name
- ii. State program name
- iii. BARS account number
- iv. County
- v. County Contract number
- vi. Contract award amount including amendments (total Contract award)
- vii. Current year expenditures

### **c. If the Contractor 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 Contractor.**

### **d. The Contractor shall include the above audit requirements in any subcontracts.**

### **e. In all cases, the Contractor's financial records must be available for review by County.**

## **10. BILLING PROCEDURES AND PAYMENT**

The County will pay Contractor upon acceptance of services provided and receipt of properly completed County invoices, which shall be submitted to the Representative for the County not more often than monthly, or as outlined in the **Exhibit C- Statement of Work**.

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

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

### **a. Duplication of Billed Costs**

The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

b. **Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**11. BOARD OF DIRECTORS**

The Contractor shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

**12. COMPENSATION**

[HEN] The County shall pay an amount not to exceed the amount shown in **Exhibit B- Budget** attachment for the performance of all things for or incidental to the performance of the obligations of the Contract.

[CHG] County shall pay an amount not to exceed the amount shown on the Contract face sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the **Exhibit C- Statement of Work**. Contractor's compensation for services rendered shall be in accordance with **Exhibit B- Budget**.

CHG funding is granted and reimbursed as follows:

- a. Base Funding – Approved Base Funding expenditures include costs incurred in the performance of this Contract. All costs must be itemized into the following categories: Administration; Data Collection, Evaluation and Planning; Facility Support for households with minor children; Facility Support; Rent Assistance for households with minor children with Very Low Income (below 50% of Median Income); Rent Assistance for households with Extremely Low Income (below 30% of Median Income); and Program Operations.

No more than 10% of the total budget shall be expended for administrative costs.

**13. COMPLIANCE WITH LAWS:** The Contractor, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

**14. CONFLICT OF INTEREST**

The County may, by written notice to the Contractor:

- a. Terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from an Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

- b. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the

Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

## **15. CONTRACTOR SERVICES**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in **Exhibit C- Statement of Work**.

## **16. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
  - ii. All material produced by the Contractor that is designated as "confidential" by the County; and
  - iii. All personal information in the possession of the Contractor 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 Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor 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, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- c. Unauthorized Use or Disclosure: The Contractor shall notify the County 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.

## **17. COMPENSATION**

Payment to the Contractor for services rendered under this Contract shall be as set forth in Exhibit B. Where **Exhibit B** requires payments by Pacific County, payment shall be made on a reimbursement basis, supported unless otherwise provided in **Exhibit B**, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Activity reports, as set forth in Exhibit C, shall be filed along with the billing for payment. The Contractor shall submit billing by the 10<sup>th</sup> of the month.

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated in **Exhibit B-Budget**. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

The County may withhold reimbursement payment if the Contractor fails to submit required billings and supportive documentation to the County. The Contractor's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.

#### **18. CONFORMANCE**

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

#### **19. COPYRIGHT/ PATENT INFRINGEMENT**

Any written commitment received from the Contractor concerning this Contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

#### **20. CRIMINAL BACKGROUND HISTORY CHECK**

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

#### **21. DEBARMENT CERTIFICATION**

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

#### **22. DEFINITIONS**

The terms listed below, as used in this Contract, shall have the following meanings:

- a. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- b. "Shall," indicates that which is mandatory.
- c. "Subcontract" shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- d. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

#### **23. DISPUTES**

- a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract documents 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. Except for such objections as are made of record in the manner



hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## **24. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Contractor Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

## **25. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract or other source.

## **26. ELIGIBLE USE OF FUNDS**

Funding awarded under this Contract may only be used for eligible activities and expenses described in the current Department of Commerce Program Guidelines and Administrative Requirements. These guidelines are attached as **Exhibit A** and are incorporated by reference.

## **27. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW), and any other applicable state or federal law related to ethics or conflicts of interest.

## **28. EVALUATION AND MONITORING**

The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County that are pertinent to the intent of this Contract. The County representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

## **29. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

## **30. GOVERNING LAW AND VENUE**

This Contract 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.

## **31. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County, the State of Washington or Dept. of Commerce. The Contractor will not hold itself out as or claim to be an officer or employee of the County, State of Washington, or Dept. of Commerce by reason hereof, nor will the Contractor 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 Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

## **32. 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.

### **33. INDUSTRIAL INSURANCE WAIVER**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, 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 Contractor.

### **34. INSURANCE**

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.

### **35. LAWS**

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

### Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- 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.

### **36. LICENSING, ACCREDITATION, AND REGISTRATION**

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

### **37. 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 Contract.

### **38. MATCH FUNDS- CHG**

The Contractor shall provide match funds if indicated in CHG guidelines. The percent of match used each month shall be indicated on the expenditure report when submitted to the county for reimbursement of expenses. The Contractor may expend match funds in a greater proportion than required match.

### **39. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

### **40. NO GUARANTEE OF EMPLOYMENT**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

### **41. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor 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.

### **42. ORDER OF PRECEDENCE**

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

- a. Applicable federal and State of Washington statutes and regulations
- b. Special Terms and Conditions
- c. General Terms and Conditions
- d. Statement of Work – Exhibit C
- e. Budget – Exhibit B

- f. Specific Program Guidelines and Administrative Requirements[HEN or CHG]
- g. [HEN] Housing and Essential Needs Application
- h. [CHG] CHG Application, as revised

#### **43. OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

#### **44. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

#### **45. PROHIBITIONS**

The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

#### **46. 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.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to is performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

#### **47. RECAPTURE**

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

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

#### **48. RECORDS MAINTENENCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract 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 Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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.

#### **49. REPORT ABUSE AND NEGLECT**

The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred.
- 2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement Contractor.

#### **50. RIGHT OF INSPECTION**

At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the County, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Such inspection may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract.

#### **51. 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 Contract and prior to normal completion, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

#### **52. SEVERABILITY**

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

#### **53. SUBCONTRACTING**

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the

subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

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

Every subcontract shall bind the subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the County if the subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the County, State of Washington, and Dept. of Commerce for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the County, the State of Washington, and the Dept. of Commerce, are not liable for claims or damages arising from a subcontractor's performance of the subcontract.

#### **54. SURVIVAL**

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

#### **55. TAXES**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

#### **56. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

#### **57. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **58. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

#### **59. TREATMENT OF ASSETS**

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

The Contractor shall name the County as lien holder on certificates of title for motor vehicles. (RCW 46.12.095)

A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract.

In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

#### **60. WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.



This Contract, consisting of \_\_ pages, including Exhibits A, B, and C, which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR  
{name of contractor}

PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

APPROVED AS TO FORM:

DATED ON THIS DATE BY CLERK OF THE BOARD:

BY: \_\_\_\_\_

\_\_\_\_\_

Date    Clerk of the Board



# Department of Commerce

Innovation is in our nature.

## Guidelines

FOR THE

### Consolidated Homeless Grant

January 1, 2016 – June 30, 2017

#### Contents

<b>1</b>	<b>Grant Basics .....</b>	<b>19</b>
1.1	Overview .....	19
1.2	Authorizing Statute and Fund Sources.....	19
<b>2</b>	<b>Administrative Requirements of Lead Grantees.....</b>	<b>20</b>
2.1	Homeless System Responsibilities .....	20
2.1.1	Prioritize Unsheltered Homeless Households.....	20
2.1.2	Coordinated Entry .....	20
2.1.3	Reporting Requirements .....	20
2.2	Grant Management.....	21
2.2.1	Changes to Guidelines.....	21
2.2.2	Commerce Monitoring.....	21
2.2.3	Subgrantee Requirements .....	21
2.3	Fiscal Administration.....	21
2.3.1	Budget Categories .....	21
2.3.2	Budget Caps .....	22
2.3.3	Reimbursements .....	22
2.3.4	Budget Revisions .....	22
<b>3</b>	<b>Allowable Interventions.....</b>	<b>23</b>
3.1	Temporary Housing Interventions .....	23
3.1.1	Drop-in Shelter.....	23
3.1.2	Continuous-stay Shelter .....	23
3.1.3	Interim Housing.....	23
3.2	Permanent Housing Interventions.....	23
3.2.1	Targeted Prevention .....	23
3.2.2	Rapid Re-Housing.....	23
3.2.3	Permanent Supportive Housing.....	23
<b>4</b>	<b>Household Eligibility .....</b>	<b>24</b>

4.1	Housing Status Eligibility .....	24
4.1.1	Homeless.....	24
4.1.2	At Imminent Risk of Homelessness.....	24
4.2	Documentation of Housing Status .....	25
4.3	Income Eligibility .....	25
4.4	Documentation of Income Eligibility.....	26
4.4.1	Annualizing Wages and Periodic Payments .....	26
4.5	Income Recertification .....	27
4.5.1	Income Ineligible at Recertification .....	27
4.6	Eligibility Requirements for Essential Needs Assistance Only .....	27
4.7	Additional Eligibility Requirements for Permanent Supportive Housing.....	27
4.7.1	Documentation of a Disability.....	27
4.7.2	Maintaining Homeless Status for Permanent Housing.....	27
<b>5</b>	<b>Allowable Expenses .....</b>	<b>27</b>
5.1	Administration .....	27
5.2	Operations.....	28
5.2.1	System-wide Expenses .....	28
5.2.2	Programmatic Expenses.....	28
5.2.3	Flexible Funding .....	29
5.2.4	HEN Essential Needs .....	29
5.3	Rent .....	29
5.3.1	Rent Payments .....	29
5.3.2	Other Housing Costs.....	30
5.3.3	Ineligible Expenses .....	30
5.4	Facility Support .....	30
5.4.1	Lease Payments.....	30
5.4.2	Other Facility Costs .....	30
5.4.3	Ineligible Expenses .....	31
5.4.4	Maintenance Activities vs. Building Rehabilitation.....	31
<b>6</b>	<b>Requirements of all Lead Grantees and Subgrantees Providing Direct Service .....</b>	<b>33</b>
6.1	Progressive Engagement.....	33
6.2	Assessment and Housing Stability Planning.....	33
6.3	HMIS.....	33
6.3.1	Data Entry Timeliness.....	33
6.3.2	Consent for Entry of Personally Identifying Information .....	33
6.4	Additional Requirements .....	34
6.4.1	Fraud .....	34
6.4.2	Grievance Procedure.....	34
6.4.3	Termination and Denial of Service Policy .....	34
6.4.4	Records Maintenance and Destruction .....	34
6.4.5	Client File Check List.....	34
6.4.6	Consent for Personally Identifying Information in the Benefits Verification System.....	34
6.4.7	Client Satisfaction Survey.....	34
6.4.8	Prohibitions .....	34
6.4.9	Nondiscrimination.....	35
6.5	Habitability .....	35
6.5.1	For Rent Assistance .....	35
6.5.2	For Facilities .....	35
6.6	Lead Based Paint Assessment .....	35
6.6.1	For Rent Assistance .....	36
6.6.2	For Facilities .....	36
6.6.3	Exceptions to the Lead-Based Paint Visual Assessment Requirement.....	36

<b>7</b>	<b>Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance .....</b>	<b>36</b>
7.1	Interested Landlord List .....	36
7.2	Outreach to Landlords .....	36
7.3	Washington Residential Landlord-Tenant Act .....	36
7.4	Rental Agreements.....	36
7.4.1	Lease .....	36
7.4.2	Certification of Payment Obligation .....	37
7.5	Targeted Prevention .....	37
7.6	Rent Limit .....	37
7.7	Determining Rent Subsidy.....	37
<b>8</b>	<b>Appendices.....</b>	<b>37</b>
8.1	Appendix A: Required Forms .....	37
8.2	Appendix B: Required Policies and Procedures .....	38
8.3	Appendix C: Client File Documentation .....	39
8.4	Appendix D: Performance Measurements.....	41
8.5	Appendix E: Process for Identifying Private, For-profit Landlords.....	42
8.6	Appendix F: Documentation of Housing Status .....	44
8.7	Appendix G: Income Inclusions and Exclusions .....	46
8.7.1	Income Inclusions.....	46
8.7.2	Income Exclusions .....	47
8.8	Appendix H: Overview of HEN Eligibility at Enrollment and Recertification .....	51
8.9	Appendix I: Benefits Verification System and eJAS Data Security Requirements.....	52
8.10	Appendix J: Lead Based Paint Visual Assessment Requirements .....	55

## **1 Grant Basics**

### **1.1 Overview**

The Consolidated Homeless Grant (CHG) provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services.

An annual report of the Grant and statewide activities to the legislature can be found on the Department of Commerce [website](#).

### **1.2 Authorizing Statute and Fund Sources**

Chapter [RCW 43.185c](#) Homeless Housing and Assistance

<b>2</b>	<b>Administrative Requirements of Lead Grantees</b>
<b>2.1</b>	<b>Homeless System Responsibilities</b>
<b>2.1.1</b>	<b>Prioritize Unsheltered Homeless Households</b>
	Lead/subgrantees must prioritize unsheltered homeless households for services and programs. For more details, see Appendix D: Performance Measurements and the CHG Scope of Work.
<b>2.1.2</b>	<b>Coordinated Entry</b>
	Each county must maintain a coordinated entry (CE) system, in which people experiencing homelessness are assessed and referred to the services that will help them obtain and maintain housing stability.
	All lead/subgrantees must participate in CE. At a minimum, CE systems must: <ul style="list-style-type: none"> <li>✓ Have a CE lead agency or governing body.</li> <li>✓ Identify and advertise CE access point(s) and partner agencies.</li> <li>✓ Use a standardized assessment tool that matches households with services that will help them exit homelessness AND prioritizes households with the greatest need. The assessment tool must be used at all access points.</li> </ul> <p>Note: Different subpopulations may be assessed differently.</p> <ul style="list-style-type: none"> <li>✓ Maintain up-to-date information on program capacities, vacancies, and eligibility criteria<sup>1</sup>.</li> </ul> <p>Coordinated entry policies and procedures must address the following topics:</p> <ul style="list-style-type: none"> <li>✓ How households are referred to programs.</li> <li>✓ The uniform decision making process for using the assessment to prioritize households for programs.</li> <li>✓ A protocol for rejecting referrals that ensures rejections are justified and rejected households are referred to appropriate services whenever possible.</li> </ul>
<b>2.1.2.1</b>	<b>Coordinated Entry Monitoring</b>
	Monitoring will include an independent third party calling a county's coordinated entry access point to evaluate how the system is responding to people who may be experiencing homelessness. Each coordinated entry phone line will be called by an evaluator with one of several scenarios based on common inquiries for emergency housing assistance. Evaluation will include metrics measuring a county's courteous, prompt, informative, accurate, and consumer-oriented responses. Results will be included in compliance monitoring reports.
<b>2.1.3</b>	<b>Reporting Requirements</b>
	Lead grantees are responsible for submitting the following:
<b>2.1.3.1</b>	<b>Local Homeless Housing Plan</b>
	Lead grantees must submit the updated Local Homeless Housing Plans to Commerce. Local plans should be aimed at eliminating homelessness. Performance in meeting the goals of the local plan should be assessed annually. Counties must update and approve the local homeless housing plan ( <a href="#">RCW 43.185C.050</a> ) at least every five years.
<b>2.1.3.2</b>	<b>Annual County Report (Homeless Housing Inventory)</b>
	Lead grantees must work with their county to submit an Annual County Report to Commerce. The Annual County Report is a detailed inventory of all homeless housing programs in the county, which includes but is not limited to: locations, project types, bed counts, subpopulations, fund sources, and expenditures.
<b>2.1.3.3</b>	<b>Point-in-Time Count</b>
	Lead grantees must report on the results of the annual Point-in-Time Count of sheltered and unsheltered homeless persons for their county in accordance with the Commerce Count Guidelines, which are posted at <a href="http://www.commerce.wa.gov/pit">www.commerce.wa.gov/pit</a> .

<sup>1</sup> Commerce recommends programs participating in the CE limit eligibility criteria to those required by funders and/or facility structure (for example, funding for veterans or unit size suitable for families with children)

#### 2.1.3.4 Essential Needs Report

Lead grantees must submit an annual HEN Essential Needs Report, which is a count of the total instances of Essential Needs services given throughout the year. The HEN Essential Needs Report for the calendar year 2016 is due January 15, 2017.

## 2.2 Grant Management

### 2.2.1 Changes to Guidelines

Commerce may revise the Guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

### 2.2.2 Commerce Monitoring

Commerce will monitor lead grantees' CHG grant activities. Lead grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

### 2.2.3 Subgrantee Requirements

The CHG Grant General Terms & Conditions Section 32 identifies sub-contracting requirements. In addition, all sub grantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact sub grantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, Regional Support Network (under 71.24 RCW), nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

#### 2.2.3.1 Subgrantee Risk Assessment and Monitoring

The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee. The lead grantee should maintain policies and procedures that guide risk assessment and monitoring activities.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

## 2.3 Fiscal Administration

### 2.3.1 Budget Categories

The following table maps the budget line items to the allowable expenses as detailed in subsequent sections.

Budget Category	Budget Caps (see 2.3.2)	Allowable Expenses	Interventions					
			Drop-In Shelter	Continuous Stay Shelter	Interim Housing	Targeted Prevention	Rapid Re-Housing	Permanent Supportive Housing
Administration	Admin.	5.1 Administration	x	x	x	x	x	x
Facility Support For-Profit Lease	For-Profit	5.4.1 Lease Payments	x	x	x			x
Facility Support Other Lease and Facility Costs		5.4.1 Lease Payments 5.4.2 Other Facility Costs	x	x	x			x
Rent Assistance For-Profit Rent	For-Profit	5.3.1 Rent Payments				x	x	x

Rent Assistance Other Rent and Housing Costs		5.3.1 <b>Rent Payments</b> 5.3.2 Other Housing Costs				x	x	x
Operations for Facility Support & Rent Assistance		5.2 Operations	x	x	x	x	x	x
TANF For-Profit Rent	For-Profit TANF	5.3.1 <b>Rent Payments</b>				x	x	
TANF Other Rent and Housing Costs	TANF	5.3.1 <b>Rent Payments</b> 5.3.2 Other Housing Costs				x	x	
TANF Operations	TANF	5.2 Operations				x	x	
HEN Administration	Admin. HEN	5.1 Administration				x	x	
HEN Rent and Housing Costs	HEN	5.3.1 <b>Rent Payments</b> 5.3.2 Other Housing Costs				x	x	
HEN Operations	HEN	5.2 Operations				x	x	

### 2.3.2 Budget Caps

- ✓ For-Profit Set Aside - At least 36 percent of the non-HEN CHG funds must be budgeted and spent on rent/lease payments to private for-profit entities.
  - **Non-profit, for-profit, and government ownership** of properties is determined by the tax status of the entity that owns the property. See Appendix E: Process for Identifying Private, For-profit Landlords.
- ✓ Administration - up to 15 percent of total non-HEN reimbursed costs may be used for administration.
- ✓ HEN Administration - up to 7 percent of total HEN reimbursed costs may be used for HEN administration.
- ✓ TANF Households - the sum of TANF household budget categories must always be equal to the original TANF household allocation.
- ✓ HEN Households - the sum of HEN household budget categories must always be equal to the original HEN household allocation.

### 2.3.3 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20<sup>th</sup> of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20<sup>th</sup>. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the CHG grant Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

#### 2.3.3.1 Back-up Documentation

All submitted invoices must include the CHG Voucher Detail Worksheet (if grantee has subgrantees) and the 2016-2017 Invoice Report. Invoices may not be paid until the report(s) are received and verified. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.

### 2.3.4 Budget Revisions

Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Caps on budget categories (2.3 Fiscal Administration) must be maintained with each revision.

An amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.



### **3 Allowable Interventions**

#### **3.1 Temporary Housing Interventions**

Temporary housing is housing which the household must leave at the end of the program.

##### **3.1.1 Drop-in Shelter**

Drop-in Shelter is a facility-based, night-by-night living arrangement that allows clients to enter and exit on an irregular or daily basis.

##### **3.1.2 Continuous-stay Shelter**

Continuous-stay Shelter includes facility-based housing or hotel/motel vouchers where households have a room or bed assigned to them for up to 90 days.

##### **3.1.3 Interim Housing**

Interim housing is facility-based housing where households have a room or bed assigned to them for more than 90 days and up to 24 months.

#### **3.2 Permanent Housing Interventions**

Permanent housing is housing in which the household may stay as long as they meet the basic obligations of tenancy.

##### **3.2.1 Targeted Prevention**

Targeted Prevention resolves imminent homelessness with temporary rent subsidies and housing-focused case management. The services are time-limited and the household does not have to leave when services end.

##### **3.2.2 Rapid Re-Housing**

Rapid Re-Housing (RRH) quickly moves households from homelessness into permanent housing by providing temporary rent subsidies and housing-focused case management. The services are time-limited and the household does not have to leave when services end.

##### **3.2.3 Permanent Supportive Housing**

Permanent Supportive Housing (PSH) is subsidized, non-time-limited housing with support services for homeless households that include an adult member with a permanent disability. Support services must be made available but participation is voluntary. PSH may be provided as a rent assistance (scattered site) or facility-based model. The services and the housing are available permanently.

## 4 Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household is considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing.

Eligible households must meet both housing status and income requirements as detailed in the following sections.

### Housing Status

### Income

At or below 30%

area median income

Homeless

OR

OR

AND

DSHS HEN Referral

At imminent risk of

homelessness

OR

TANF Enrolled

## 4.1 Housing Status Eligibility

### 4.1.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

#### 4.1.1.1 Unsheltered Homeless:

- ✓ Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or campground.
- ✓ Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

#### 4.1.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

### 4.1.2 At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent

residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

#### 4.2 Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. See Appendix F: Documentation of Housing Status for details.

Households entering a Drop-in Shelter or Continuous-stay Shelter are exempt from housing status requirements.

The Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification Form and housing status documentation must be kept in the client file. Documentation must be dated within 30 days.

#### 4.3 Income Eligibility

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at the time they are seeking assistance.

Income inclusion and exclusions are found in Appendix G: Income Inclusions and Exclusions.

The combined household income must not exceed 30 percent of area median income as defined by HUD. Income limits are based on Area Median Income (AMI) which can be located for each county at: [www.huduser.gov](http://www.huduser.gov) (Data Sets, Income Limits).

The following are exempt from income eligibility requirements for the first 90 days of program participation:

- ✓ Households entering Interim Housing.
- ✓ Homeless households entering a Rapid Re-Housing program.

Income eligibility is never required for Drop-in Shelter or Continuous-stay Shelter<sup>2</sup>.

For all clients receiving HEN services, the HEN Referral from DSHS as documented in the Benefits Verification System (BVS) is required.

For all clients receiving TANF services, proof of TANF Enrollment from DSHS as documented in the Benefits Verification System (BVS) is required.

INCOME ELIGIBILITY REQUIREMENTS			
Interventions	Length of program	Homeless	At Imminent Risk of Homelessness
Drop-in Shelter	Up to 24 months	None	N/A
Continuous-stay Shelter	90 days or less	None <sup>3</sup>	N/A
Interim Housing	More than 90 days and up to 24 months	<b>Enrollment:</b> Income Eligibility waived for 90 days	<b>Enrollment and Recertification:</b> At or below 30% AMI

<sup>2</sup> If a household stays longer than 90 days, Interim Housing eligibility is required.

<sup>3</sup> If a household stays longer than 90 days, Interim Housing eligibility is required.

		<b>Recertification:</b> At or below 30% AMI	
<b>CHG Rent Assistance</b>	Up to 24 months	<b>Enrollment:</b> Income Eligibility waived for 90 days  <b>Recertification:</b> At or below 30% AMI	<b>Enrollment and Recertification:</b> At or below 30% AMI
<b>HEN Rent Assistance</b>	No time limit	<b>Enrollment:</b> DSHS HEN Referral  <b>Recertification:</b> DSHS HEN Referral and at or below 30% AMI	<b>Enrollment:</b> DSHS HEN Referral  <b>Recertification:</b> DSHS HEN Referral and at or below 30% AMI
<b>TANF Rent Assistance</b>	Up to 24 months	<b>Enrollment and Recertification:</b> TANF Enrollment	<b>Enrollment and Recertification:</b> TANF Enrollment
<b>PSH</b>	No time limit	<b>Enrollment:</b> At or below 30% AMI and an adult HH member with a permanent disability  <b>Recertification:</b> None	N/A

#### 4.4 Documentation of Income Eligibility

Lead/subgrantees must verify and document income eligibility prior to program entry. The following are exempt from income eligibility documentation requirements for the first 90 days of program participation:

- ✓ Households entering Interim Housing.
- ✓ Homeless households entering a Rapid Re-Housing program.

Income documentation is never required for Drop-in Shelter or Continuous-stay Shelter<sup>4</sup>.

The Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification Form, all allowable income documentation, and the Consolidated Homeless Grant Income Eligibility Worksheet (or equivalent) must be kept in the client file. Documentation dated within 30 days is acceptable.

Households that have no income are required to complete a CHG Self-Declaration Form.

##### 4.4.1 Annualizing Wages and Periodic Payments

Use the CHG Income Eligibility Worksheet (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending on pay periods used by the employer or the schedule of periodic payments, the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

<sup>4</sup> If a household stays longer than 90 days, Interim Housing eligibility is required.

The CHG Income Eligibility Worksheet is not required for households that have no income.

#### **4.5 Income Recertification**

Lead/subgrantees must document recertification of household income eligibility at least every three months using the Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification Form.

##### **4.5.1 Income Ineligible at Recertification**

If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.

If the household is no longer eligible for the HEN program, the three additional months of rent assistance cannot be charged to HEN but may be charged to the CHG base funding. See Appendix H: Overview of HEN Eligibility at Enrollment and Recertification.

If the household is no longer enrolled in TANF, the three additional months of rent assistance can be charged to the TANF budget or the CHG base funding.

#### **4.6 Eligibility Requirements for Essential Needs Assistance Only**

For clients receiving Essential Needs (EN) assistance only, the HEN Referral from DSHS as documented in the Benefits Verification System (BVS) is the only eligibility requirement.

#### **4.7 Additional Eligibility Requirements for Permanent Supportive Housing**

To be eligible for permanent supportive housing, a household must be homeless AND include at least one adult who has a disability that is expected to be long-continuing or of indefinite duration and substantially impedes the adult's ability to live independently.

Disability includes: a physical, developmental, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury. A person will also be considered to have a disability if he or she has Acquired Immune Deficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for 86 Acquired Immune Deficiency Syndrome, including infection with the Human Immunodeficiency Virus (HIV).

##### **4.7.1 Documentation of a Disability**

Lead/subgrantees must verify and document the disability prior to program entry. Acceptable documentation of the disability must include one the following:

- ✓ Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long continuing or of indefinite duration and substantially impedes the individual's ability to live independently.
- ✓ Written verification from the Social Security Administration.
- ✓ Disability check receipt (Social Security Disability Insurance check or Veteran Disability Compensation).
- ✓ Other documentation approved by Commerce.

If unable to document disability at program entry with the above methods, program staff must record observation of disability. Required documentation (above) must be obtained within 45 days of program enrollment.

##### **4.7.2 Maintaining Homeless Status for Permanent Housing**

While receiving Rapid Re-Housing assistance, households maintain their homeless status for purposes of eligibility for other permanent housing placements.

### **5 Allowable Expenses**

#### **5.1 Administration**

Up to 15 percent of total non-HEN reimbursed costs and up to 7 percent of total HEN reimbursed costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.

Allowable administrative costs are those costs that benefit the organization as a whole. They may include the following: executive director/accounting/human resources/IT salaries, benefits, office supplies and equipment (up to \$1,000 per grant period unless approved in advance by Commerce) associated with these positions; general organization insurance; organization wide audits; board expenses; organization-wide membership fees and dues; and Washington State Quality Award (WSQA) expenses. This list is not all-inclusive.

General agency facilities costs (including those associated with executive positions) are also allowable administrative expenses. They include the following: rent, depreciation expenses, and operations and maintenance costs such as janitorial and utilities. This list is not all-inclusive.

Administrative and facilities expenses must be supported by actual expenditures. If actual expenditures exceed the budget, they may be charged in equal monthly amounts. These costs must be charged to grant cost centers by one of the following three methods:

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Allocated directly by means of a cost allocation plan. If the cost is related to executive personnel such that a direct relationship between the cost and the benefit cannot be established, the cost must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10% de minimus rate.

## **5.2 Operations**

### **5.2.1 System-wide Expenses**

- ✓ Point-in-Time counts
- ✓ Annual report/housing inventory
- ✓ Local homeless plans
- ✓ Coordinated entry planning, implementation and operations
- ✓ State data warehouse and Homeless Management Information System

### **5.2.2 Programmatic Expenses**

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible.
- ✓ Housing Stability Services. This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), [SSI/SSDI Outreach, Access, and Recovery \(SOAR\)](#), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners/landlords related to locating or retaining housing.
- ✓ Outreach services.
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources.
- ✓ Data collection and entry.
- ✓ Salaries/benefits for program staff.
- ✓ Salaries/benefits to monitor subgrantees (or can be charged in Administration).
- ✓ Staff costs to issue rent assistance. This cost is not for case management activities, but is associated only with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household assisted under this grant.
- ✓ Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel/per diem.
- ✓ General liability insurance and automobile insurance.
- ✓ Other costs as approved in advance by Commerce.

### 5.2.3 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses that directly help a household to obtain or maintain permanent housing. Homeless households are eligible for Flexible Funding up to \$1,500 per household. Households at imminent risk of homelessness are not eligible for Flexible Funding.

Payments must be noted in the household's housing stability plan. Flexible Funding payments must be paid directly to a third party on behalf of the household. Flexible Funding is for items such as:

- ✓ Expenses necessary for obtaining/maintaining permanent housing (such as document fees, legal fees, fines accrued as a result of housing crisis, reasonable moving costs such as truck rental, conventional mattresses, toiletries, and cleaning supplies).
- ✓ Expenses associated with increasing income (such as work shoes or uniform required for employment, and licensing or certification costs required for employment).
- ✓ Items necessary for life or safety to address an emergency need (such as food, baby formula, diapers, and winter clothing).
- ✓ Costs of travel to permanent housing, when permanent housing has been identified.

#### 5.2.3.1 Ineligible Expenses

- ☒ Retailer or merchant gift cards, vouchers, or certificates.

### 5.2.4 HEN Essential Needs

HEN Essential Needs includes:

- ✓ Personal health and hygiene items such as toothpaste, shampoo, and toilet paper.
- ✓ Household supplies such as laundry and dish soap, light bulbs, and batteries.
- ✓ Bus passes, limited transportation.
- ✓ Laundry tokens (unused tokens cannot be exchanged for cash at the laundromat.)
- ✓ Automobile fuel vouchers. Grantees need to ensure that the vouchers cannot be exchanged for cash and they should be in limited/reasonable quantities.

#### 5.2.4.1 Ineligible Expenses

- ☒ Retailer or merchant gift cards, vouchers, or certificates.

## 5.3 Rent

Rent Payments and Other Housing Costs must be paid directly to a third party on behalf of the household.

### 5.3.1 Rent Payments<sup>5</sup>

- ✓ Monthly rent and any combination of first and last months' rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.
  - Monthly rent is not time-limited for HEN households or households in a PSH program.
  - For all other households and programs, rent assistance is limited to 24 months per episode.
- ✓ Rental arrears for up to three months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay rental arrears, arrears must be included in determining the total period of the household's rental assistance.

Note that rental arrears can be paid on behalf of a household receiving an on-going subsidy from another public program (e.g. Section 8) because it represents a different time period and cost type than the rental subsidy.
- ✓ Lot rent for RV or manufactured home.
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Landlord incentives.

<sup>5</sup> Non-HEN rent payments made to for-profit entities must have the following documentation of ownership status on file (does not necessarily have to be in the client file):

- Copy of lease/rental agreement
- Proof of payment
- Print-out from County parcel website
- Print-out from IRS non-profit search, if applicable

- ✓ Security deposits for households moving into new units.
- ✓ Hotel/Motel expenses for up to 90 days if unsheltered households are actively engaged in housing search and no other shelter option is available.
- ✓ Temporary absences. If a household must be temporarily away from the unit, but is expected to return (such as temporary incarceration, hospitalization, or residential treatment), lead/subgrantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. While a household is temporarily absent, he or she may continue to receive case management. Any temporary absence must be documented in the client file.
- ✓ CHG rent/utility assistance may be used for move-in costs including deposits and first months' rent for subsidized housing (where household's rent is adjusted based on income), including project- or tenant-based housing.<sup>6</sup>

### 5.3.2 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Utility arrears (see utility-only assistance below) for up to three months. Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay utility arrears, arrears must be included in determining the total period of the household's financial assistance.  
Note that utility arrears can be paid on behalf of a household receiving an on-going subsidy from another public program (e.g. Section 8) because it represents a different time period and cost type than the rental subsidy.
- ✓ Utility-only assistance (including arrears) can be provided when no other [utility assistance](#), such as [LIHEAP](#), is available to prevent a shut-off, and documented using the Utility-Only Assistance Form.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Application fees, background, credit check fees, and costs of urinalyses for drug testing of household members if necessary/required for rental housing.
- ✓ Other costs as approved by Commerce.

### 5.3.3 Ineligible Expenses

- ☒ Ongoing rent/utilities for subsidized housing.
- ☒ CHG rent and rent/utility assistance in combination with CHG-funded facility support.
- ☒ Phone, cable, satellite or internet deposits or services.
- ☒ Mortgage assistance.

## 5.4 Facility Support

### 5.4.1 Lease Payments<sup>7</sup>

- ✓ Lease or rent payment on a building used to provide temporary housing or permanent supportive housing.
- ✓ Hotel/Motel expenses for less than 90 days when no suitable shelter bed is available.
- ✓ Move-in costs for permanent housing including: rent, security deposits, and first month's rent.

### 5.4.2 Other Facility Costs

- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal).
- ✓ Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services).

<sup>6</sup> In this context tax credit units are not considered subsidized housing.

<sup>7</sup> Non-HEN rent payments made to for-profit entities must have the following documentation of ownership status on file (does not necessarily have to be in the client file):

- Copy of lease/rental agreement
- Proof of payment
- Print-out from County parcel website
- Print-out from IRS non-profit search, if applicable



- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- ✓ On-site and off-site management costs related to the building.
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting.
- ✓ Move-in costs for permanent housing including: application fees, background check fees, credit check fees, utility deposits, and costs of urinalyses for drug testing of household members if necessary/required for housing.
- ✓ Other expenses as approved by Commerce.

#### 5.4.3 Ineligible Expenses

- ☒ Replacement or operating reserves.
- ☒ Debt service.
- ☒ Construction or rehabilitation of shelter facilities.
- ☒ CHG facility support in combination with CHG funded rent and rent/utility assistance.
- ☒ Mortgage payment for the facility.
- ☒ Cable television service.

#### 5.4.4 Maintenance Activities vs. Building Rehabilitation

Maintenance activities associated with a building are allowable facility support expenses; building rehabilitation and capital improvements are not.

Building rehabilitation and capital improvements typically include those items that are done building-wide or affect a large portion of the property such as roof replacement, exterior/interior common area painting, major repairs of building components, etc.

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building (see examples in table below.) Maintenance activities should fix, but not make improvements that would add value to the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include but are not limited to kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

ALLOWABLE EXPENSES		
Cleaning Activities	Protective or Preventative Measures to Keep a Building, its Systems, and its Grounds in Working Order	Replacing Existing Appliances or Objects That Have Broken or are Clearly Past Their Useful Life, are Not Fixtures or Part of the Building
<ul style="list-style-type: none"> <li>• Cleaning gutters and downspouts</li> <li>• Lawn and yard care (mowing, raking, weeding, trimming/pruning trees and shrubs)</li> <li>• Cleaning a portion of interior or exterior of building, including graffiti removal</li> <li>• Washing windows</li> </ul>	<ul style="list-style-type: none"> <li>• Fixing gutters</li> <li>• Mending cracked plaster</li> <li>• Patching roof</li> <li>• Caulking, weather stripping, re-glazing.</li> <li>• Replacing a broken window or screen</li> <li>• Reapplication of protective coatings</li> <li>• Fixing plumbing leaks</li> <li>• Repainting previously painted surface (including limited scraping)*</li> <li>• Waterproofing (sealant)</li> <li>• Servicing and maintenance of mechanical</li> </ul>	Replacing: <ul style="list-style-type: none"> <li>• Kitchen appliances where removal would not cause any damage (for example dishwashers, stoves, refrigerators)</li> <li>• Light bulbs</li> <li>• Washing and drying machines</li> <li>• Air filters</li> <li>• Furniture</li> </ul>

<ul style="list-style-type: none"> <li>• Litter pick up and trash collection</li> <li>• Removing snow/ice</li> <li>• Unclogging sinks and toilets</li> </ul>	<ul style="list-style-type: none"> <li>systems</li> <li>• Replacing a carpet square or patching carpet</li> <li>• Fixing alarm systems</li> <li>• Installing temporary fencing</li> </ul>	
* Non-destructive methods only (e.g., no sandblasting or high pressure spraying).		

<b>6</b>	<b>Requirements of all Lead Grantees and Subgrantees Providing Direct Service</b>
<b>6.1</b>	<b>Progressive Engagement</b>
	<p>Lead/subgrantees must employ a progressive engagement (PE) service model in both facility-based (Drop-in and Continuous-stay Shelters, Interim Housing) and rent assistance programs. PE includes the following requirements:</p> <ul style="list-style-type: none"> <li>✓ Services are individualized and responsive to the needs of each household.</li> <li>✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.</li> <li>✓ Frequent re-assessment determines the need for additional services.</li> <li>✓ Supportive services should be voluntary and build on the strengths and resources of each household, respecting their autonomy.</li> <li>✓ Households must be exited to housing as soon as possible.</li> <li>✓ Having already received assistance must not negatively impact a household's eligibility if they face homelessness again.</li> </ul>
<b>6.2</b>	<b>Assessment and Housing Stability Planning</b>
	<p>Lead/subgrantees must assess each household's housing needs and facilitate planning with the goal of obtaining or maintaining housing stability. Housing stability planning must be housing-focused and client-driven.</p> <p>Assessments and housing stability planning must be documented.</p> <p>Assessments and housing stability planning are not required for Drop-in Shelters.</p>
<b>6.3</b>	<b>HMIS</b>
	<p>Lead/subgrantees must enter accurate client data into the Homeless Management Information System (HMIS). Additionally, in counties where the CHG lead grantee is a local government, all programs funded with local document recording fees must enter client data in HMIS.</p>
<b>6.3.1</b>	<b>Data Entry Timeliness</b>
	<p>For all counties, data must be entered into the local HMIS for the complete month within five (5) business days following the end of each month. For Clark, Pierce, Snohomish, and Spokane Counties, HUD Data standard compliant data must be uploaded to the state's HMIS data warehouse using HUD XML 4.0 or updated schema no later than the 30<sup>th</sup> calendar day following the end of each month.</p>
<b>6.3.2</b>	<b>Consent for Entry of Personally Identifying Information</b>
<b>6.3.2.1</b>	<b>Identified Records</b>
	<ul style="list-style-type: none"> <li>✓ Clients must provide informed consent for their inclusion of personally identifying information prior to this information being entered into HMIS. All adult members of the household must provide informed consent.</li> <li>✓ Client consent must be documented with a signed copy of the form "Client Release of Information and Informed Consent" except when only telephonic consent has been received.</li> </ul>
<b>6.3.2.2</b>	<b>Anonymous Records</b>
	<p>The following types of records must be entered anonymously:</p> <ul style="list-style-type: none"> <li>✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.</li> <li>✓ Minors (under the age of 18) entering programs independently (without a parent or guardian).</li> <li>✓ If one household member does not consent, all household members must be entered anonymously.</li> <li>✓ If a funder requires a program to report the HIV/AIDS status.</li> </ul>

### 6.3.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of clients is not specifically required, the HIV/AIDS status must not be entered in HMIS.

## 6.4 Additional Requirements

### 6.4.1 Fraud

Lead/subgrantees must inform Commerce if CHG funds are spent on ineligible clients or expenses.

### 6.4.2 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns.
- ✓ Be accessible to all households seeking or receiving services.

### 6.4.3 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation.
- ✓ Describe the notification process.
- ✓ Ensure households are made aware of the client grievance procedure.

### 6.4.4 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment. See CHG Grant General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

### 6.4.5 Client File Check List

Lead/subgrantee must use the CHG Client File Checklist to record the contents of each client file.

Programs may create their own checklist but the components of Commerce client file checklist must be included.

### 6.4.6 Consent to Review Information in the Benefits Verification System

All household members must provide informed consent for lead/subgrantees to review confidential information in the Benefits Verification System (BVS) on the form **DSHS 14-012(x)(REV 02/2003)**. See Appendix I: Benefits Verification System and eJAS Data Security Requirements for more information.

### 6.4.7 Client Satisfaction Survey

Lead/subgrantees must provide each household funded with CHG rent or facility assistance a *Client Satisfaction Survey* in at least one of the following ways:

- ✓ Provide the Survey Monkey link and encourage a household representative to complete the survey on-line. <https://www.surveymonkey.com/r/3BGJMQP>.
- ✓ Provide a hard copy of the survey questions to a household representative. Program staff can enter the results into the Survey Monkey on client's behalf.
- ✓ Clearly post the Survey Monkey link in a common area frequented by households.
- ✓ Lead/subgrantees with existing participant satisfaction measurement processes can opt-out of the above, and must send results of the participant satisfaction to Commerce annually.

### 6.4.8 Prohibitions

- ✓ Lead/subgrantee may not require clients to participate in a religious service as a condition of receiving program assistance.
- ✓ Lead/subgrantees may not deny shelter to households that are unable to pay fees for shelter.

#### **6.4.9 Nondiscrimination**

As stated in the CHG Grant General Terms and Conditions Section 9 and Section 22, lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Lead/subgrantees must comply with the Washington State Law Against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

### **6.5 Habitability**

#### **6.5.1 For Rent Assistance**

Documented habitability is required for all housing units into which households will be moving, except when a household moves in with friends or family. Housing units must be documented as habitable prior to paying the rent subsidy and information kept in the client file.

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. Both methods are valid for the length of time the household is a tenant in the housing unit. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required.

##### **6.5.1.1 Allowable Methods for Unit Habitability Determination**

The CHG Landlord Habitability Standards Certification Form references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy.

OR

Inspections: in lieu of (or in addition to) the above landlord certification, lead/subgrantees may choose to inspect all housing units. Lead/subgrantees may use the Commerce Housing Habitability Standards (HHS) form or the HUD Housing Quality Standards (HQS) form.

Documentation of habitability certification or inspection must be kept in the client file.

##### **6.5.1.2 Habitability Complaint Procedure**

Lead/subgrantee must have written procedures describing the response to complaints regarding unit safety and habitability.

This procedure must include:

- ✓ The method of informing each household of the habitability complaint process.
- ✓ Assurances that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility.
- ✓ Mandatory inspection when a complaint is reported using the HHS form, HQS form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.

#### **6.5.2 For Facilities**

All facilities must conduct and document an inspection at least once a year using the HHS form or HQS form.

### **6.6 Lead Based Paint Assessment**

To prevent lead poisoning in young children, lead/subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

A visual assessment must be conducted on an annual basis thereafter (as long as assistance is provided.) Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the HQS or HHS and maintained in the client file.

For a guide to compliance see Appendix J: Lead Based Paint Visual Assessment Requirements.

#### **6.6.1 For Rent Assistance**

A lead-based paint visual assessment must be completed prior to providing rapid re-housing or prevention rent assistance if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

#### **6.6.2 For Facilities**

All facilities constructed prior to 1978 must conduct an annual lead-based paint visual assessment which is documented on the HQS or HHS, and readily accessible for review.

#### **6.6.3 Exceptions to the Lead-Based Paint Visual Assessment Requirement**

Visual assessments are not required under the following circumstances:

- ✓ Zero-bedroom or SRO-sized units;
- ✓ X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- ✓ The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- ✓ The unit has already undergone a visual assessment within the past 12 months –obtained documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).

If any of the circumstances outlined above are met, lead/subgrantees must include the information in the client file.

## **7 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance**

### **7.1 Interested Landlord List**

Lead/subgrantees must establish and maintain an interested landlord list which includes information on rental properties (including buildings with fewer than 50 units.) The list must be updated at least once per quarter, and distributed to partner agencies and households offered rent assistance. See [RCW 43.185c.240](#).

### **7.2 Outreach to Landlords**

Lead/subgrantees must conduct and document outreach to private rental housing landlords at least quarterly about opportunities to provide rental housing to people experiencing homelessness. See [RCW 43.185c.240](#).

### **7.3 Washington Residential Landlord-Tenant Act**

Lead/subgrantees must provide information on the Washington Residential Landlord Tenant Act (RCW 59.18) to households receiving rent assistance.

For more information on this law visit Washington Law Help, housing page, tenant rights at [www.washingtonlawhelp.com](http://www.washingtonlawhelp.com).

### **7.4 Rental Agreements**

Client files must contain one of the following types of agreements if rent assistance is paid on their behalf.

#### **7.4.1 Lease**

At a minimum, the lease or rent agreement between the lead/subgrantee and the landlord or the household and the landlord must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord

- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

#### **7.4.2 Certification of Payment Obligation**

A CHG Certification of Payment Obligation form is required for rent subsidies paid to a friend or family member who is not in the business of property management. The CHG Certification of Payment Obligation form must be kept in the client file.

#### **7.5 Targeted Prevention**

Lead/subgrantees that provide targeted prevention must prioritize households most likely to become homeless, using the CHG Targeted Prevention Eligibility Screening form or equivalent. The CHG Targeted Prevention Eligibility Screening form must be kept in the client file.

#### **7.6 Rent Limit**

Lead/subgrantees must set a rent limit policy for their service area using a percentage of HUD's Fair Market Rent (FMR). The rent limit is the maximum rent subsidy that can be paid for a unit of a given size. Published HUD FMR values include rent and utility costs. The established rent limit must include both rent and utilities. The policy may also include a description of how exceptions are made to the rent limit when circumstances require a rent amount that exceeds the limit.

If a rent limit policy exceeds 120% FMR, lead/subgrantees must submit the rationale to Commerce by January 30, 2016. Commerce will approve or disapprove of rent limit policies exceeding 120% FMR.

#### **7.7 Determining Rent Subsidy**

Lead/subgrantees must have a standardized procedure for determining the amount of rent subsidy for each household. The procedure should include a consideration of the household's resources and expenses. Although each household may receive a different amount of rent subsidy, the procedure for determining the subsidy must be standardized.

Client files must include documentation of the subsidy amount and the determination process. Rent subsidy should be adjusted when there is a change in household circumstance, income, or need.

### **8 Appendices**

#### **8.1 Appendix A: Required Forms**

The following forms are required, if applicable. Forms may be modified if all of the content is included. All CHG forms are posted on the Commerce CHG [website](#).

- ✓ Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification (sections 4.2;4.4;4.5)
- ✓ Consolidated Homeless Grant Income Eligibility Worksheet (section 4.4)
- ✓ Consolidated Homeless Grant Utility-Only Assistance form (section 5.3.2)
- ✓ HMIS Informed Consent (section 6.3.2)
- ✓ Consolidated Homeless Grant Client File Checklist (section 6.4.5)
- ✓ DSHS Client Consent for BVS and/or eJAS (section 6.4.6)
- ✓ Consolidated Homeless Grant Landlord Habitability Standards Certification Form OR Commerce Housing Habitability Standards (HHS) Form OR HUD Housing Quality Standards (HQS) Inspection Form— including Lead-based Paint Visual Assessment (section 6.5)
- ✓ Consolidated Homeless Grant Certification of Payment Obligation/Potential Eviction from Friend/Family (section 7.4.2)
- ✓ Consolidated Homeless Grant Targeted Prevention Eligibility Screening form (section 7.5)

## 8.2 Appendix B: Required Policies and Procedures

- ✓ Coordinated Entry Policies (section 2.1.2)
- ✓ Grievance Procedure (section 6.4.2)
- ✓ Termination or Denial of Service Policy (section 6.4.3)
- ✓ Habitability Complaint Procedure (section 6.5.1.2)
- ✓ Rent Limit Policy (section 7.6)
- ✓ Determining Rent Subsidy Procedure (section 7.7)



### 8.3 Appendix C: Client File Documentation

The following chart summarizes the documentation required in each client file, depending on the type of service provided. Details and specific information for each requirement are explained in the following sections. Other documentation may be required based on individual circumstances. CHG Required Forms are found on the Commerce CHG [website](#).

Documentation	Homeless	At Risk of Homelessness			
	Drop-in Shelter	Continuous Stay	Interim Housing:	Rapid Re-housing Rent Assistance	Prevention Rent Assistance
Client File Checklist		✓	✓	✓	✓
HMIS Consent (unless DV <u>OR</u> client refuses consent)	✓	✓	✓	✓	✓
DSHS Client Consent for eJAS and/or BVS, if applicable		✓	✓	✓	✓
CHG Verification of HH Eligibility and Income Recertification		If staying longer than 90 days	✓	✓	✓
CHG Income Eligibility Worksheet (or equivalent, where applicable)			✓	✓	✓
Targeted Prevention Eligibility Screening Form					✓
Landlord Habitability Certification <u>OR</u> HHS or HQS			✓	✓	
Lead-based Paint Assessment, if applicable			✓	✓	✓
Utility-Only Assistance form, if applicable					✓
Lease <u>OR</u> Certification of Payment Obligation (for friends/family)				✓	✓
Household Rent Share / Rent Subsidy Calculations				✓	✓
Assessment and Housing Stability Planning		✓	✓	✓	✓

Temporary Absence, if applicable		✓	✓
----------------------------------	--	---	---

The following is only required for non-HEN clients. Documentation does not necessarily need to be kept in client files.

Print-out from county parcel website to document <u>OR</u> Case note documentation of oral verification from county assessor's office <u>OR</u> For-Profit Certification Form completed by landlord		✓	✓
Print-out from IRS non-profit search, if applicable		✓	✓

#### 8.4 Appendix D: Performance Measurements

Lead/subgrantees must prioritize unsheltered homeless households for services and programs.

Fulfilling this requirement can be demonstrated in one of three ways:

**A. 35% of those served system-wide are unsheltered homeless households enrolled in temporary or permanent housing programs by December 31, 2016.**

Any household that was unsheltered in the last two years is included, as measured in HMIS by Prior Living Situation (people living outside or in places not meant for human habitation) and Housing Status Category 4 - Fleeing Domestic Violence. Meeting the 35% target by December 31, 2016, will be considered compliant.

-OR-

**B. Increase from baseline percent served unsheltered homeless households in temporary or permanent housing program of 5 percentage points by December 31, 2016.**

Commerce will establish a baseline for each county indicating the percent of those served who are or were unsheltered homeless (or fleeing domestic violence) at any point in the last two years. Progress of at least 5 percentage points above the baseline by December 31, 2016, will be considered compliant.

-OR-

**C. Functional zero<sup>8</sup> unsheltered homeless households for two or more populations by December 31, 2016.**

Counties that have attained functional zero unsheltered for two or more populations<sup>9</sup> by December 31, 2016, are considered to be in compliance, and no further action is required.

Counties choosing this option will be required to assert the following:

- 1) Over the course of the last six months on average functional zero unsheltered has been achieved for two of the indicated populations based on available information;
- 2) The county has a system that can promptly house unsheltered people; and
- 3) A reasonable level of outreach exists to identify unsheltered people in the selected subpopulations.

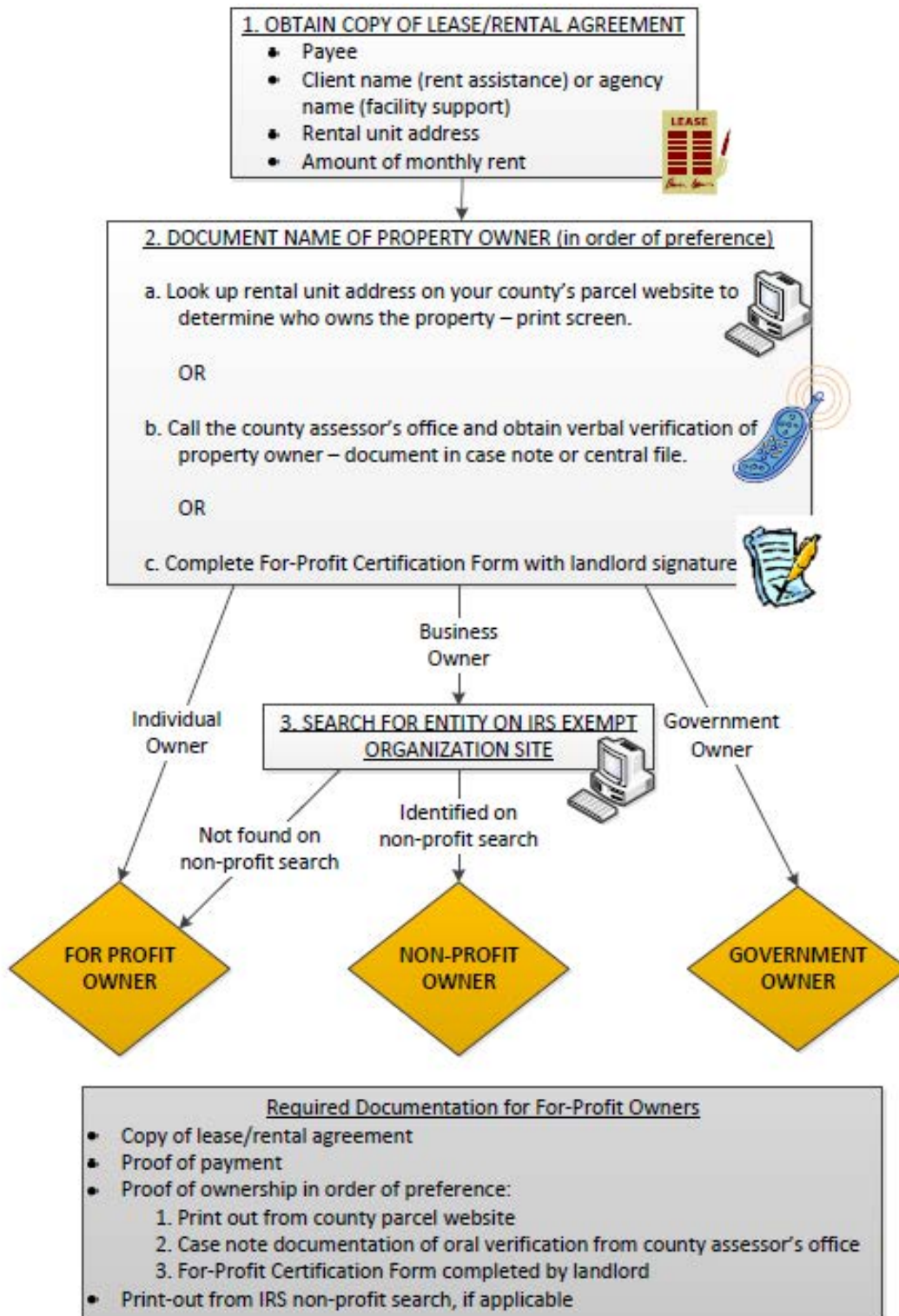
Counties asserting functional zero unsheltered for subpopulations will be evaluated by the Department based on state and local administrative data, and qualitative interviews with key stakeholders.

---

<sup>8</sup> Functional zero unsheltered is defined as the number of unsheltered homeless households moving into temporary or permanent housing being **equal to or greater than** the number of current and newly identified unsheltered homeless households.

<sup>9</sup> Populations are: families with minor children, veterans, unaccompanied youth, chronically homeless, and single adults

## 8.5 Appendix E: Process for Identifying Private, For-profit Landlords



(Rent paid for facility support or direct rent assistance. Hotels/motels are exempt from the documentation requirement.)

IRS Exempt Organizations Search: <http://apps.irs.gov/app/eos/>

IRS Search Tips: <http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check—Search-Tips>

**8.6 Appendix F: Documentation of Housing Status**

Homeless				At Risk of Becoming Homeless		
Unsheltered (place not meant for human habitation)	Residing in a Temporary Housing Program	Exiting a System of Care	Fleeing Domestic Violence, Dating Violence, Sexual Assault, Stalking, etc.	Losing Housing Within 14 days	Nonpayment of Rent	Nonpayment of Utilities (see program guidelines for eligibility)
Third party verification  OR  Self-declaration signed and dated by applicant stating where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u>	Letter signed and dated from the provider of the temporary housing.  OR  A telephone call to the provider of temporary housing that is documented, signed, and dated by the case manager making the call  OR  Current HMIS record from homeless housing program, including dates of stay  OR  Self-declaration signed and dated by applicant stating	Letter signed and dated by system of care representative. Letter must include:  a. Statement verifying current stay of household member(s), and  b. Indicate household member(s) have no available housing option after exiting	Signed and dated self-declaration by applicant.	Completion of Section 4 – No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.  AND  Letter signed and dated from the provider of the temporary residence (e.g. homeowner, landlord, motel owner/manager). Letter must include:  a. Statement verifying the applicant’s current living situation, and b. Date when the household must vacate the temporary housing OR  Certification of Payment Obligation and Potential Eviction from	Copy of lease naming household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit.  AND  “Pay or Vacate” notice or eviction notice  AND  Completion of Section 4 – No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.	Copy of lease naming household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit  AND  Utility Shutoff Notice that:  a. Identifies the household member, and b. Indicates that utility will be shut off or disconnected if payment not received, and c. Is signed and dated by utility company representative and/or includes utility company contact information AND  A statement from the provider that without CHG assistance, the household will lose their housing and become homeless. Staff

	where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u>			<p>Friend/Family form (if applicable).</p> <p>OR</p> <p>A telephone call to the provider of temporary housing that is documented, signed, and dated by the case manager making the call</p> <p>OR</p> <p>Self-declaration signed and dated by applicant stating where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u></p>		<p>must first check that LIHEAP or other utility assistance is not available.</p> <p>AND</p> <p>Completion of Section 4 – No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.</p>
--	--	--	--	--	--	---

## 8.7 Appendix G: Income Inclusions and Exclusions

### Income Inclusions

This table presents CHG income inclusions. The following types of income must be counted when calculating gross income for purposes of determining CHG eligibility.

General Category	Description
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
3. Interest , Dividend Income & Income from Assets	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household. Where the household has net household assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 3, Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 2 of Income Exclusions).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program (45 CFR 260.31) are included in annual income only to the extent such payments:</p> <ul style="list-style-type: none"> <li>a. Qualify as assistance under the TANF program definition at 45 CFR 260.31; AND</li> <li>b. Are not otherwise excluded under the income exclusions below.</li> </ul> <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p>



	<p>a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities;</p> <p>PLUS</p> <p>b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.</p>
7. Periodic and Determinable Allowances & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).
9. Student Financial Aid	The amount of student financial assistance above the costs of tuition, fees, books, and equipment required for classes. Any portion of ETV (Education and Training Voucher) may be counted if its inclusion is not a liability to the youth. (See number 6 of Income Exclusions).

### Income Exclusions

This table presents CHG income exclusions. The following types of income are not counted when calculating gross income for purposes of determining CHG eligibility.

General Category	Description
1. Employment of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid	The amount of student financial assistance for tuition, fees, books, and equipment required for classes. Any portion of ETV (Education and Training Voucher) that if included would create a liability to the youth. (See number 9 of Income Inclusions.) Student loans.
7. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program Income	<ul style="list-style-type: none"> <li>a. Amounts received under training programs funded by HUD.</li> <li>b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Grantee, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Grantee's governing board. No resident may receive more than one such stipend during the same period of time.</li> <li>e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.</li> </ul>
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims files under the laws of that government by persons who were persecuted during the Nazi era.
11. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child;
12. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
13. Refunds & Rebates	Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
14. Home Care Assistance	Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
15. Other Federal Exclusions	<p>Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply:</p> <ul style="list-style-type: none"> <li>a. The value of the allotment made under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).</li> <li>b. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058).</li> <li>c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).</li> <li>d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e).</li> </ul>

- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42.U.S.C. 8624(f)).
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6).
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 W.S.C. 1407).

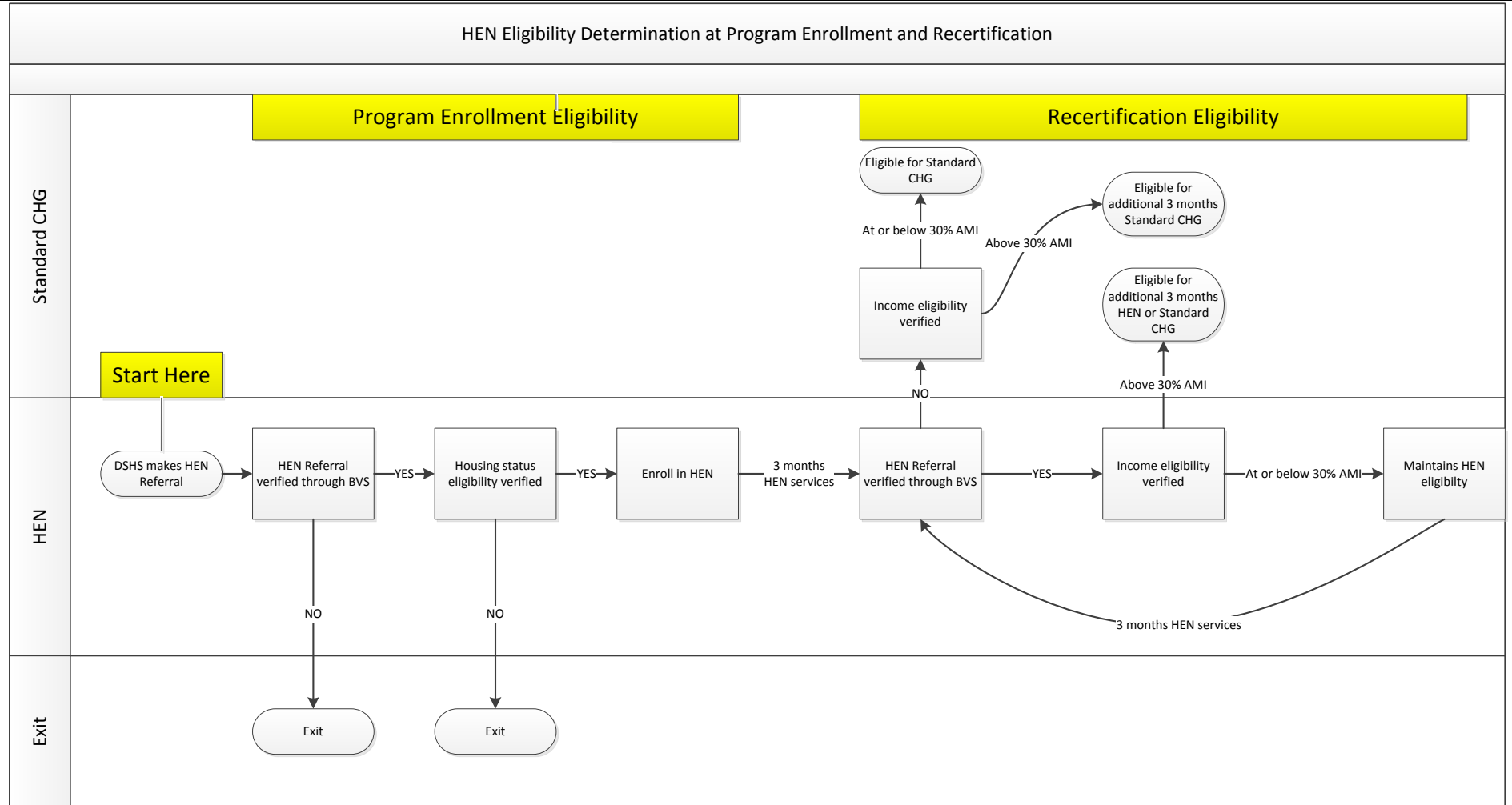
*Please note certain per capita shares must be examined to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds. Although some gaming funds are called "per capita payments", the National Indian Gaming commission's General counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.*

*Also if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income.*

- h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
- i. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721).
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C.9858q).
- m. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433).
- n. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- o. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c)).

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>p. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).</li> <li>q. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760e) and the Child Nutrition act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special supplemental food Program for Women, Infants, and Children (WIC).</li> <li>r. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).</li> <li>s. Payments from any deferred Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289).</li> <li>t. A lump sum of a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled <i>Elouise Cobell et al. v. Ken Salazar et al.</i>, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the claims Resolution Act of 2010 (Pub. L. 111-291). This exclusion will apply for one year from the time that payment is received.</li> <li>u. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended). Comparable disaster assistance provided by States, local governments, and disaster assistance organizations.</li> <li>v. Earned income tax credit (EITC) refund payments received on or after January 1, 1991.</li> <li>w. Any allowance paid under the provision of 38 U.S.C. to children of Vietnamese veterans born with spina bifida, children of women Vietnam veterans born with certain defects and children of certain Korean service veterans born with spina bifida.</li> <li>x. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010.</li> <li>y. Any amounts in an individual development account as provided by the Assets for Independence Act.</li> <li>z. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in the PIH Notice 2013.</li> </ul> |
|--|--|

## 8.8 Appendix H: Overview of HEN Eligibility at Enrollment and Recertification



## 8.9 Appendix I: Benefits Verification System and eJAS Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
  - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
  - d. “Contractor” means CHG Lead/subgrantees.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated

to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

- (a) Encrypt the Data with a key length of at least 128 bits
- (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
- (e) Using check-in/check-out procedures when they are shared, and
- (f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes.**

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists

upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

- 5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data Stored On:</b>	<b>Will be Destroyed By:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.
- 7. Data shared with Subcontractors.** If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.



## 8.10 Appendix J: Lead Based Paint Visual Assessment Requirements

Childhood lead poisoning is a major environmental health problem in the United States, especially for low-income families in poor living conditions. If not detected early, children with high levels of lead in their bodies can suffer from damage to the brain and nervous system, behavioral and learning problems (such as hyperactivity), slowed growth, hearing problems, and headaches. To prevent lead-poisoning in young children, Lead/Subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

### Disclosure Requirements

Disclosure requirements are triggered for ALL properties constructed prior to 1978. These requirements require that lessors (property owners or managers) provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the “Protect Your Family from Lead in the Home” pamphlet.

Both the disclosure form and pamphlet are available at:

<http://www.hud.gov/offices/lead/enforcement/disclosure.cfm>

While this actually relates to property owners/managers, sharing this information with their tenants (or ensuring they have received it) is an easy thing to do. This is an important opportunity to educate households about the potential hazards related to lead and their rights as tenants. Informed tenants are more likely to watch for potential problems in their home and proactively work with landlords to address any issues.

### Determining the Age of the Unit

Lead/Subgrantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. In most areas, these records are available online. If you are uncertain where to find this information, a quick internet search should help you locate the data you need. In the search field, try combining your county name with one of the following phrases:

- ✓ “property tax records”
- ✓ “property tax database”
- ✓ “real property sales”

Remember to print out a copy of the screenshot for the case file. If you have trouble finding this information online, contact your local Office of Tax and Revenue for assistance. If not available online, the information is public and can be requested from the local authorities. (Note, the taxing authority and the assessment entity may be separate governmental entities and office names vary by locality).

### Conducting a Visual Assessment

Visual assessments are only triggered under certain circumstances:

- ✓ The leased property was constructed before 1978;

AND

- ✓ A child under the age of six will be living in the unit occupied by the household receiving CHG rent assistance.

A visual assessment must be conducted prior to providing CHG rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Visual assessments must be conducted by a HUD-Certified Visual Assessor. It is important to note that a HUD-Certified Visual Assessor is not equivalent to a Certified Clearance Examiner. Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

The training teaches individuals how to identify deteriorated paint and how deteriorated paint must be treated. Lead/Subgrantees may choose to have their program staff complete the visual assessments or they may procure services from a contractor.

If a visual assessment reveals problems with paint surfaces, Lead/Subgrantees cannot approve the unit for CHG assistance until the deteriorating paint has been repaired. At this point, Lead/Subgrantees must make a decision: work with the property owner/manager to complete needed paint stabilization activities and clearance, work with the household to locate a different (lead-safe) unit, or refer the household to a different program if CHG assistance cannot be provided.

#### **Locating a Certified Lead Professional and Further Training**

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at <http://cfpub.epa.gov/flpp/> and click on "certified abatement/inspection firms."

Lead based paint training providers can be found at

<http://www.commerce.wa.gov/Programs/services/Paint/Pages/LeadBasedPaintTrainingProviders.aspx>

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at

<http://www.epa.gov/lead/pubs/nlic.htm> or 1-800-424-LEAD to speak with an information specialist.

The Lead Safe Housing Rule as well as a HUD training module to help recipients of funds effectively implement the requirements of the Lead Safe Housing Rule in their programs can be accessed at

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/enforcement/lshr](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr)

**Exhibit B- Budget**

<b>Commerce Funded</b>	<b>Original Contract</b>	<b>Amend #1</b>	<b>Amend #2</b>	<b>Amend #3</b>
Admin (CHG)	\$13,889			
Rent: For-profit Rent	\$29,496			
Rent: Other rent and housing costs	\$21,809			
Operations: CHG Base Funding	\$25,400			
TANF: For-profit rent	\$9,415			
HEN: Admin	\$5,013			
HEN: Rent & Housing Costs	\$66,599			
<b>Total (commerce funded)</b>	<b>\$175,824</b>			

<b>Document Recording Fees</b>	<b>Original Contract</b>	<b>Amend #1</b>	<b>Amend #2</b>	<b>Amend #3</b>
Staffing for Overnight Winter Lodging (OWL) for volunteer management and intake	\$6,000			

## **Exhibit C- Statement of Work**

### **1. SERVICE DEFINITION**

Housing and Essential Needs (HEN): is intended to providing rental assistance, utility assistance, and essential needs for Medical Care Service recipients as determined by the Dept. of Social and Health Services.] [Consolidated Homeless Grant (CHG): is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered.] This Contract provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Pacific County Homeless Plan.

### **2. DEFINITION OF TERMS**

Terms used throughout this Exhibit shall have meanings as defined herein:

- a. "Client" shall mean the individual or family that seeks or is provided professional services.
- b. "Non-expendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
- c. "Personal property" shall mean property of any kind except real property.
- d. "Real property" shall mean any interest in land.
- e. The "Useful Life" of property shall mean useful service life as based on the U.S. Department of Treasury and Internal Revenue Service policies on depreciation for tax purposes, unless the County or Contractor can document, to the written satisfaction of the Department, some different period.

### **3. SCOPE OF SERVICE- CHG**

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting, coordinated assessments, legislatively established priorities, and requirements for local homeless plan. Activities shall include, but not be limited to, the following:

- a. Case management: Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
- b. Housing search and placement: Includes services or activities designed to assist individuals or households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- c. Outreach: Includes services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available

services and programs. Not all households assessed will be eligible for assistance. Time spent assessing a household is an eligible expense under this activity.

- d. Inspections, including Housing Inspections and Lead-based Paint Visual Assessments.
- e. Data collection and entry into the HMIS system.
- f. Staff costs to issue rent assistance: This cost is not for case management or the cost of a bookkeeper whose duties extend beyond CHG related activities. This cost is only associated with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household because it is directly related to the delivery of rent or rent and utility assistance with the CHG funds.
- g. Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by County), telephone, internet, training/conferences/travel/
- h. General liability insurance and automobile insurance
- i. Costs of criminal background checks of clients if necessary/required for housing
- j. Costs of urinalyses for drug testing of clients if necessary/required for housing
- k. Other costs as approved in advance by County
- l. Client information must be entered into HMIS (Homeless Management Information Systems) within five days of services and include all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information.
- m. Adhere to the CHG Contract guidelines published by Washington State Department of Commerce, checking their website frequently for updates,  
<http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx>

#### **4. SCOPE OF SERVICES-HEN**

Under conditions laid out in this Contract, the Contractor shall:

- a. Provide rent and/or utilities assistance, as well as essential needs items for clients who are approved in the BVS system.
- b. Process applications and work closely with clients to inform them of their status.
- c. Inform clients of available services in addition to this funding. Ensure that clients are receiving all benefits that they qualify for and refer them to services that they may qualify for and do not yet receive, ensuring maximization of community resources and housing stability.

- d. Client information must be entered into HMIS (Homeless Management Information Systems) within five days of services and include all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information.
- e. Provide services or activities designed to assist individuals retaining suitable housing. Services or activities may include: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- f. Adhere to the HEN Contract guidelines published by Washington State Department of Commerce, checking their website frequently for updates,  
<http://www.commerce.wa.gov/Documents/HEN-Administrative-Requirements-Revised-September-2012.pdf>

#### **5. SCOPE OF SERVICES- OVERNIGHT WINTER LODGING (OWL)**

The Contractor shall provide adequate staff to provide volunteer management for the Overnight Winter Lodging (OWL) shelter. Staff shall work with Peninsula Poverty Response and the OWL task force to ensure adequate volunteers are recruited and scheduled to fill all of the volunteer slots for the OWL.

The Contractor shall provide staff to act as the intake coordinator at the OWL for a minimum of nights per week during its operation.

#### **6. NON-DISCRIMINATION IN CLIENT SERVICES**

The CONTRACTOR or its subcontractors shall not on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability:

- a. Deny any eligible individual any services or other benefits provided under this Contract;
- b. Provide any service(s) or other benefits to any eligible individual that are different, or are provided in a different manner from those provided to others under this Contract;
- c. Subject any eligible individual to segregation or separate treatment in any manner related to his or her receipt of any service(s) or other benefits provided under this Contract; or
- d. Deny any eligible individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this Contract.

The Contractor, in determining: (1) the types of services or other benefits to be provided; or (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability or have

the effect of defeating or substantially impairing accomplishment of the objectives of this Contract in respect to the individuals having a particular race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability.

If subcontracting has been authorized, said subcontract shall include appropriate safeguards against discrimination in client services binding upon each subcontractor. The County shall take such action as may be required to ensure full compliance with the provisions of the Section, including sanctions for noncompliance.

**7. TREATMENT OF CLIENT ASSETS**

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, the entire client's personal property.



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:

12-22-15

## AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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:	Juvenile Court Services	DIVISION (if applicable):	
OFFICIAL NAME & TITLE:	J. Wayne Leonard, Administrator	PHONE / EXT:	360-875-9350
SIGNATURE:	J. Wayne Leonard	DATE:	11-24-15
NARRATIVE OF REQUEST	Sign contract with the Dispute Resolution Center of Grays Harbor and Pacific Counties (DRC) to provide We're in This Together for juveniles and parents who are involved with Pacific County juvenile court services.		
RECOMMENDED MOTION	(To Be Completed by the Clerk/Deputy Clerk of the Board)		
Approve Professional Services Agreement with Dispute Resolution Center of Grays Harbor and Pacific Counties for "We're in This Together" programs			



Name of Contractor: Professional Services Agreement with DRC  
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):

☒ **W-9 Attached** for all vendors/contractors (County issuing payment to) ☒ **Certificate of Insurance Attached** (if required)  
Indicate type ☐ Intergovernmental/Interagency ☒ Employment/Special Services Agreement ☐ Federal Contract  
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual  
☒ Non-Profit ☐ Public Organization/Jurisdiction  
☐ State ☐ Sub-Recipient  
☐ Federal ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids) ☐ \$5,000-\$25,000 (use small works roster) ☐ >\$25,000 (competitive bids)  
Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)  
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

\*Resolution Required

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution  
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids  
☐ Open Space ☐ Post, Advertise, & Fill Position

☒ Other (please describe): Contract for services

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax):

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by Pacific County, Washington, (hereinafter, COUNTY) and Dispute Resolution Center of Grays Harbor and Pacific Counties (hereinafter, DRC).

**Whereas**, the COUNTY desires to have certain services performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

**Whereas**, DRC represents that it is qualified and possesses sufficient skills and necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract,

**Now, therefore**, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

1. **Services.** DRC shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified herein: Provide weekend programs titled "We're In This Together" ("WITT"). WITT is designed to bring together professionals and families to expose and explore common ground issues, instill constructive communication skills and explore options for family problem solving. Each WITT weekend program will consist of a twelve-hour program split into two days. DRC will provide lunch and snacks. The weekend events are designed to host ten to fifteen families consisting of on current primary care giver and one teen.

2. **Relationship of the Parties.** The parties intend that an independent contract relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with DRC. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of DRC shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of DRC are not entitled to any of the benefits the County provides for County employees. DRC will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

DRC acknowledges that the entire compensation for the Agreement is set forth in the compensation provisions of the Agreement, and that DRC and its agents, employees, servants, subcontractors or others are not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay, sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

3. **Term.** This Agreement shall commence on the date all parties have executed this Contract and shall terminate December 31, 2017, or as may be mutually agreed in writing hereafter by the parties. This Agreement may be extended or terminated by mutual agreement between the parties pursuant to its terms and conditions.

4. **Compensation and Method of Payment.** The COUNTY shall pay DRC for the services performed under this contract in the following manner:

A. Each weekend WITT session's anticipated cost is based on serving ten (10) families in Grays Harbor County. The cost in North Pacific County and South Pacific County is based on serving eight (8) families. The actual amount shall be adjusted depending on the actual number of families and the location of the service. The cost for services to serve ten (10) families in Grays Harbor County is \$1,970. Cost for services to serve (8) families in North Pacific County (Raymond or South Bend or nearby) is \$2,176 with each additional family costing \$197. Cost for services to serve eight (8) families in South Pacific County (Long Beach, Naselle, Ilwaco or nearby) is \$4,276 with each additional family costing \$197. These amounts includes payment of DRC staff including preparation time, supplies, food, printing, lodging, and all miscellaneous costs.

B. DRC shall be required to pay for all out-of-pocket expenses such as travel expenses, etc., not included in the session payment(s).

C. Within fifteen (15) days following the completion of each session, DRC shall provide a billing invoice stating, at a minimum: the names of the DRC staff who participated in the session; the number and names of the participant families; and the total cost of the session.

D. Payment shall be made within thirty (30) days from the date DRC submits a billing invoice to the Pacific County Juvenile Department, P.O. Box 93, 300 Memorial Drive, South Bend, WA 98586.

E. No payment shall be made for any service rendered by DRC that is not identified within the terms and conditions of this Agreement.

F. DRC assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to DRC and all of DRC's employees, if any, engaged in the performance of work under this agreement. DRC shall furnish to the COUNTY on its request a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

5. **Compliance with Laws.** DRC, in performance of this contract, agrees to comply with all applicable Federal, State, and local laws or ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. DRC specifically agrees to pay any applicable taxes which may be due on account of this Agreement. DRC agrees to obey RCW 49.60.030, freedom from discrimination, and agrees to allow no one to participate with the WITT program who is required to register under RCW 9A.44.130.

6. **Disputes.** Differences, disputes and disagreements between DRC and the COUNTY arising under our out of the Agreement will be brought to the attention of the COUNTY at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due DRC will be decided by the COUNTY's contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY's contract representative will be final and conclusive for purposes of the administrative procedures act.

7. **Confidentiality.** DRC, its employees, its subcontractors and their employees will maintain the confidentiality of all information provided by the COUNTY or acquired by DRC in performance of this Agreement, except upon the proper express written consent of the County or an order entered by a court of competent jurisdiction. DRC will promptly give the COUNTY written notice of any judicial proceeding or public records request seeking disclosure of such information.

8. **Insurance.** Without limiting the DRC's indemnification of COUNTY, and prior to commencement of this Agreement, DRC shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY:

A. **General Liability Insurance.** DRC 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 Agreement Dual liability.

B. **Workers' Compensation Insurance.** DRC shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow DRC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. DRC hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its sub-contractors. The DRC must name the COUNTY as an additional insured. The DRC agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that DRC's liability insurance policy shall so state.

D. DRC shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the COUNTY on or before the date this Agreement commences with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance is in effect. The COUNTY shall be carried as a named insured on each insurance policy required by this section. Upon demand by the COUNTY, DRC shall provide a complete copy of all policies for insurance required by this Agreement. This requirement is supplementary to, but does not replace the requirement in this Agreement to provide the COUNTY with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

9. **Indemnification/Hold Harmless.** All services to be rendered or performed under this contract will be performed or rendered entirely at DRC's own risk and DRC expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, volunteers, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the COUNTY, that result from, arise out of, or are in any way connected with the services to be performed by DRC under this contract. DRC's indemnity obligations shall survive the termination, expiration, or completion of this Agreement.

10. **Assignment or Subcontracting.** DRC shall not subcontract, nor assign this Agreement or any portion thereof without the prior written consent of the COUNTY.

11. **Modification.** The Agreement may be modified or amended only by a writing duly authorized and executed by all parties. Any such amendment shall be attached to and incorporated into this Agreement. This modification amendment shall include annual extensions of the termination date, as agreed by the parties.

12. **Termination.** This agreement shall terminate on December 31, 2017, unless otherwise extended by agreement of the parties.

A. **Termination for Convenience.** The COUNTY may terminate this Agreement, in whole or in part, at any time, upon ten (10) days written notice to the other party of the intent to withdraw.

B. **Termination for Cause.** If DRC fails to perform in the manner called for in this Agreement, or if DRC fails to comply with any other provision of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on DRC setting forth the manner in which DRC is in default. DRC will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

13. **Attorney Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

14. **Jurisdiction and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Parties, the Parties agree to venue only in Pacific County, Washington.

15. **Severability.** It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid. If it should appear that any provision hereof is in conflict with a federal law, rule, or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16. **Entire Contract.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Dispute Resolution Center  
Of Grays Harbor and Pacific Counties**

Donna Hallock  
Donna Hallock, Executive Director

NOV 30, 2015  
Date

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

\_\_\_\_\_  
Date

**Board of Commissioners  
Pacific County, Washington**

\_\_\_\_\_  
Steve Rogers, Chair, Commissioner

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

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



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

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

REQUESTED MEETING DATE:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 23

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Juvenile Court Services

DIVISION (if applicable):

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

PHONE / EXT: 3350

SIGNATURE: *J Wayne Leonard*

DATE: 12/11/2015

### NARRATIVE OF REQUEST

The Juvenile Court Senior Legal Assistant is moving from a .08 FTE to a .09 FTE pursuant to a member initiated Alternative Flex Schedule

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

Approve increase of Senior Legal Assistant, Shannon Pettit, to 0.90 FTE, effective January 1, 2016, subject to adequate budget appropriations



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:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

### DISTRIBUTION LIST:

<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: ASSESSOR'S OFFICE

DIVISION (if applicable):

OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR

PHONE / EXT: 2208

SIGNATURE: 

DATE: 12/8/2015

### NARRATIVE OF REQUEST

REQUEST TO PROMOTE CINDY HOWARD FROM APPRAISER TO SENIOR APPRAISER EFFECTIVE 1/1/2016, AS APPROVED IN 2016 BUDGET. THIS WILL BE A GRADE 12, STEP 7

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

Approve promotion of Cindy Howard to Senior Appraiser, Grade 12, Step 7, effective January 1, 2016, subject to adequate budget appropriations





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:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 25

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett

PHONE / EXT: 3395

SIGNATURE: *Denise L. Rowlett*

DATE: 12/16/2015

#### NARRATIVE OF REQUEST

Request the BOCC confirm the Sheriff's signature on the Statement of Terms, Conditions and Warranties of Sale and request approval to purchase mounting assembly for the ALPR (automated license plate reader) from 3M Company for \$1,456.65 including tax.

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

- \*Confirm Sheriff's signature on the Statement of Terms, Conditions, and Warranties of Sale with 3M
- \*Approve purchase of mounting assembly for the Automated License Plate Reader from 3M Company in an amount not to exceed \$1,456.65, subject to adequate budget appropriations
- \*Adopt Resolution 2015-\_\_\_\_\_ recognizing and authorizing purchase from a single source of supply/provider

Name of Contractor: _____	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): _____	
<input type="checkbox"/> <b>W-9 Attached</b> for all vendors/contractors (County issuing payment to) <input type="checkbox"/> <b>Certificate of Insurance Attached</b> (if required)	
Indicate type <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub-Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
<b>Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input checked="" type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other (Describe) : _____	
To be located at: _____	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input checked="" type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions <u>*Resolution Required</u>	
<input type="checkbox"/> <b>PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")</b> Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space <input type="checkbox"/> Post, Advertise, & Fill Position <input type="checkbox"/> Other (please describe): _____	
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b> ALPRs were purchased from Federal Signal Corp. in 2011 for \$34,944.72 (two 2-camera ALPRs, mapping, system installation). A maintenance services agreement was purchased in August 2015 for \$3,129.10.	
TOTAL COST/AMOUNT (include sales & use tax): \$1,350.00                                      TOTAL TAX: \$106.65	
TOTAL SHIPPING/HANDLING: _____                                      EXPENDITURE FUND #: 001____.xxx.xxx.xx.xx	
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                      SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                      DESCRIBE MATCH: _____	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                      AMOUNT OF MATCHING FUNDS: _____	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015- \_\_\_\_\_

A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF A MOUNTING ASSEMBLY FOR AN AUTOMATED LICENSE PLATE READER FROM A "SINGLE SOURCE OF SUPPLY" PROVIDER.

WHEREAS, the Pacific County Sheriff's Office is in need of a mounting assembly for an automated license plate reader; and

WHEREAS, the Pacific County Sheriff's Office requests approval to purchase a mounting assembly for an automated license plate reader; and

WHEREAS, 3M Company of Saint Paul, MN is the sole vendor of mounting hardware related to the automated license plate reader; now therefore

IT IS HEREBY RESOLVED that purchase of a mounting assembly for an automated license plate reader is clearly and legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff's Office be authorized to purchase a mounting assembly for an automated license plate readers in the amount of \$1,350.00 from the single source of supply provider—3M Company and in accordance with competitive bidding requirements (*RCW 39.04.280*).

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

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

ATTEST:

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

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

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



3M Center, Bldg 225-4N-14  
St. Paul, MN 55144-1000  
P: 1-877-777-3571  
F: 1-800-591-9293  
E: MVSSALPR@3M.com

Quote Number 00003799  
Quote Name Mobile Brackets- Pacific County Sheriffs Office

Created Date 12/11/2015  
Expiration Date 2/9/2016

Prepared By Louis Wershaw  
Email lwershaw@mmm.com

Contact Name John Ashley  
Phone (360) 875-9395  
Email jashley@co.pacific.wa.us  
Fax (360) 875-9393

Bill To Name Pacific County Sheriffs Office  
Bill To PO Box 27  
300 Memorial Dr  
South Bend, Washington 98586  
United States

Ship To Name Pacific County Sheriffs Office  
Ship To Washington  
United States

Quantity	Product Code	Product	Sales Price	Total Amount	Shipping & Handling
1.00	75-0302-5326-6	2 CAM APEX SOUNDOFF MOUNTING ASSEMBLY	USD 1,350.00	USD 1,350.00	USD 0.00

Quote Total USD 1,350.00  
Shipping and Handling USD 0.00  
Quote Grand Total USD 1,350.00

Notes:

Installation is not included.

ALPR- Direct 2015

Headquartered in St. Paul, MN with a customer contact center in Austin, Texas and a manufacturing facility in Knoxville, TN

Providing products and services designed specifically for Law Enforcement, Security, Access Control, Parking, Tolling, and Intelligent Transportation markets.

3M Public Safety designs, manufactures, installs and supports every aspect of our ALPR products including cameras, processors, software and OCR engines.

**Payment term: Net 30 days and are subject to 3M Statement of Terms, Conditions, and Warranties of Sales**

**Restocking Fee:** Returns not due to 3M error are assessed at 15% restocking and handling charge with a minimum charge of \$100.00 plus all transportation charges. (Line items including training, travel fees, installation, and maintenance are exempt from the restocking fee)



## Statement of Terms, Conditions and Warranties of Sale

3M Company  
Traffic Safety & Security Division, MVSS

In these Conditions of Sale, "3M" shall mean 3M Company; "the Customer" shall mean the purchaser of the Goods including all agents, employees, contractors, subcontractors, and other people acting on the customer's behalf under these conditions; the "Goods" shall mean the goods referred in the quotation supplied by 3M.

1. **Acceptance** – This is to acknowledge receipt of your order ("Purchase") for the 3M goods ("Goods") and/or licensed software and/or firmware, which are preloaded, or to be loaded into Goods ("Software") and/or performance of services ("Services"). Performance of any Services or sale of Goods or Software by 3M is expressly conditioned upon the terms and conditions herein. Acceptance of offers to purchase Goods, license Software or perform Services is expressly conditioned upon Customer's assent to the terms and conditions contained herein, which assent is acknowledged by Customer upon accepting shipment and shall prevail as the final expression for the parties in the event of conflict.

These terms and conditions take precedence over Customer's additional or different terms and conditions, to which notice of objection is hereby given. Neither commencement nor delivery by 3M shall be acceptance of Customer's additional or different terms and conditions. 3M expects, and Customer acknowledges, that if Customer disagrees with the terms contained herein, Customer will immediately (i.e. prior to use) return the Goods or Software to 3M or cancel performance of Services before 3M commences the performance of such Services.

2. **Validity** – 3M reserves the right to amend any errors and/or unintentional omissions on quotations at the time of acceptance of order. Quotations by 3M do not constitute an offer and 3M reserves the right to withdraw or amend the same at any time prior to the issue by 3M of any acceptance of order. No binding contract shall come into effect until the Customer's order has been accepted in writing, facsimile or e-mail by 3M. The Uniform Laws on International Sales are hereby excluded.
3. **Price** – 3M reserves the right to increase prices to allow for any increase in cost of appropriate federal, state and/or local taxes, surcharges, handling and/or shipping fees, labor and/or materials which may occur before delivery of the Goods. The prices do not include any export duties or tariffs payable in respect to the Goods nor any costs of insurance relating thereto. Prices for Goods, Software and Services remain in effect for one hundred twenty (120) days from quotation date. In all other respects, the quotation and solicitation for offers/orders for Goods, Software or Services may be withdrawn or modified at any time by 3M prior to acceptance by Customer.
4. **Taxes** – Prices do not include any sales, use, excise, value-added or similar taxes. Liability for all taxes, licenses, or other fees imposed by any governmental authority upon the production, sale, shipment, or use of Goods or Software or the performance of Services covered by this solicitation shall be assumed and paid for by the Customer, and Customer shall indemnify 3M against any such liability. Applicable sales or use taxes are billed by 3M unless suitable exemption certificates are furnished by Customer before acceptance by 3M.
5. **Insurance** – Where 3M insures the Goods at its discretion or at the Customer's request, charges for such insurance will be reflected on the invoice. 3M liability shall be limited to be amount received by 3M under such insurance or the value of the good whichever is less from which amount deduction may be made by 3M in respect to any expenses incurred by 3M. 3M shall be under no liability to affect any insurance in respect of the good for any period after the passing of the risk as stated in paragraph 21 below, notwithstanding that title remains with 3M.
6. **Shipment** – Shipping/freight is provided as a separate line item and quoted FOB 3M facility in Knoxville, TN. Shipping to the Customer's premises will, if required by the Customer, be arranged by 3M and charged as an extra. Any costs of insurance incurred by 3M in respect of such shipping shall also be charged as an extra and reflected on the invoice.
7. **Payment** – Unless otherwise specified in 3M's quotation and solicitation for offers, payment terms for Goods, Software and Services are net thirty (30) days from the date of 3M's invoice, payable in United States dollars. Customer shall be billed monthly for Services performed. Upon 3M's failure to receive payment within thirty (30) days, in addition to any other remedy which 3M may have, it shall have the right to (i) repossess Goods and Software as to which full payment has not been received (ii) suspend further performance under this and/or other agreements with Customer, and (iii) terminate this agreement and/or other agreements with Customer, which other agreements 3M and Customer hereby amend accordingly. Customer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. On all currency-based transactions, interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually or, if lower, the maximum rate permitted by law, from the date on which it is due until it is paid,

shall be added to past due accounts. Should Customer's financial responsibility become unsatisfactory to 3M, cash payments or security satisfactory to 3M may be required by 3M for future deliveries of Goods or Software or performance of Services. If such cash payment or security is not provided, in addition to 3M's other rights and remedies, 3M may discontinue deliveries of Goods or Software and/or suspend performance of Services without liability. Customer shall be responsible for payment upon receipt of an invoice, and 3M shall not be responsible for sending Customer more than one invoice.

8. **Destination** – 3M reserves the right to decline or cancel contracts received directly or indirectly where the ultimate destination of the Goods is a country with which it is not lawful for a United States company to trade or where the law of the destination country prohibits the importation of the Goods.
9. **Regulation** – The Customer, in placing the order with 3M, is deemed to warrant compliance with every applicable legal or regulatory requirement of any government or other relevant authority and those necessary licenses or permits required in connection with the contract have been lawfully obtained by the Customer prior to the shipment of the Goods.
10. **Consignment** – 3M may make any extra charge as required to ship Goods in consignments of smaller quantities than originally quoted.
11. **Illustrations and Brochures** – All descriptive literature and illustrations given are intended as a general guide of the Goods described and none of these shall form part of the contract nor shall any provision contained therein be deemed to be a representation, warranty, term or condition of or relating to the contract or constitute a collateral contract. All drawings prepared by 3M in connection with the Goods and the copyright of such drawings shall remain at all times the property of 3M.
12. **Specifications** – 3M follows a policy of continual product or component development, which may be implemented without notice and without affecting the validity of this contract, and, unless 3M agrees otherwise in writing, 3M shall not be responsible for providing Customer with any product improvements that occur after the date of sale. 3M shall not be liable for failure to attain performance figures stated in the contract unless these have been guaranteed within a specific margin of tolerance.
13. **Weights and Measurements** – 3M drawings, descriptive matter, weights, dimensions, and shipping specifications are approximate only, unless specifically guaranteed. Cable is provided within +10% of specified length.
14. **Cancellation** – Contracts may only be altered or cancelled by the Customer with the written consent of 3M who shall, upon giving such consent, be entitled to invoice the Customer for any and all costs and lost profits arising out of the cancellation.
15. **Limited Warranty – Hardware Limited Warranty:** Customer assumes the responsibility for the selection of a particular Good to achieve its intended results, and for the installation, use, and results obtained therefrom. Subject to the limitations of liability set forth in Section 16, 3M warrants the hardware it manufactures to be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of shipment ("Hardware Warranty Period"). 3M's obligation under this warranty shall be limited to the repair or exchange of any part or parts which may prove defective under normal use and service during the Hardware Warranty Period and which our examination shall disclose to our reasonable satisfaction to be defective. Any field engineering required to resolve a hardware warranty item will be billed in accordance with Paragraph 27.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON 3M's PART, AND 3M NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS. BY USING THE GOODS, THE CUSTOMER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS HEREIN SOLD.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than 3M's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to 3M in the selection or design of the Goods and the preparation of 3M's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Customer's discovery of any warranty defects within the Hardware Warranty Period, Customer notifies 3M thereof in writing, 3M shall, at its option, repair, correct or replace F.O.B. point of manufacture, or

refund the purchase price for, that portion of the Goods found by 3M to be defective. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects. Goods repaired or replaced during the Hardware Warranty Period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Customer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Software Limited Warranty: Subject to the limitations in Section 16, 3M warrants that any 3M proprietary software licensed by 3M to Customer under this Quotation ("3M Software") will perform materially in accordance with the written specifications and documentation provided by 3M for a period of twelve (12) months ("Software Warranty Period") from 3M's shipment date of the 3M Software ("3M Software Warranty"). 3M DOES NOT WARRANT THAT 3M SOFTWARE WILL RUN UNINTERRUPTED OR WITHOUT ERROR. If any 3M Software fails to materially conform to the 3M Software Warranty, Customer shall notify 3M in writing during the Warranty Period. Such notice shall include detailed information relating to any claimed software deficiencies or defects, including the circumstances in which such deficiencies and defects are observed. If 3M determines that the 3M Software does not materially conform to the Software Warranty, then, as Customer's exclusive remedy, 3M will, at its option and expense: (a) repair the identified deficiencies or defects; or (b) replace the 3M Software with functionally equivalent software delivered to Customer at 3M's expense; or (c) refund the applicable purchase price.

OTHER THAN AS EXPRESSLY STATED ABOVE, THE 3M SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Service Warranty: 3M warrants to Customer that Services provided will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. Any analysis of data, subsequent recommendations and other Services will be in accordance with established industry standards and practices, as applicable.

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, 3M EXTENDS NO WARRANTIES OF ANY KIND TO SERVICES, EQUIPMENT OR MATERIALS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than 3M's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to 3M in the selection or design of the Services and the preparation of 3M's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Equipment Manufactured by Others: Computer equipment and peripherals sold by 3M, but manufactured by other companies, carry the manufacturer's original warranty. 3M does not warrant and shall not be liable for equipment or instruments supplied by 3M but manufactured by others.

16. **Limitation of Remedy and Liability** – THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION REPLACEMENT, PROPER PERFORMANCE, OR REFUND OF THE PURCHASE PRICE AS NOTED IN SECTION 15. BECAUSE OF THE NATURE OF THE GOODS, SOFTWARE AND/OR SERVICES AND THE CIRCUMSTANCES PECULIAR TO IT OR THEM, THE CUSTOMER ACKNOWLEDGES THAT THE EXCLUSION OF REMEDIES IS NEITHER UNREASONABLE NOR UNCONSCIONABLE.

3M SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL 3M's LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC GOODS, SOFTWARE AND/OR SERVICES PROVIDED BY 3M GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. CUSTOMER AGREES THAT IN NO EVENT SHALL 3M's LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue cost of capital or loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by 3M with respect to the use of the Goods, Software or in connection with the Services is given without charge, and 3M assumes no obligation or liability for the advice given,

or results obtained, all such advice being given and accepted at Customer's risk.

17. **Inspection** – There shall be no special tests of the Goods except as provided for either in 3M quotation or in the Customer's order and, if the Customer fails, after fourteen (14) business days notice, to attend or to be represented at any such tests, they may be conducted by 3M in the Customer's absence. Results of such tests will be binding upon the Customer. Further, if the Goods fail to meet such tests, the Customer may reject the Goods within ten (10) business days of the date of delivery to the Customer. After this time, if not rejected, the Goods shall be deemed accepted. During the ten (10) business day time period, the Customer must provide to 3M in writing the specific reason/s the Goods are being rejected. If no such writing is provided, the Goods are deemed to have been accepted by the Customer.
18. **Indicated Delivery Dates** – Delivery dates are approximate only and 3M shall be under no liability to the Customer in respect of any delay or non-delivery of the Goods however caused.
19. **Partial Deliveries** – 3M reserves the right to dispatch part of the order and each installment shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of the obligation to accept remaining deliverables. The order shall not be cancelable by the Customer for delays in delivery of any installment.
20. **Date and Place of Deliveries** – Delivery shall be FOB 3M's facility in Knoxville, TN. The Customer is responsible for all shipping costs to the final point of destination. Shipping shall take place when the Customer receives 3M invoice addressed to the Customer informing the Customer that the Goods are ready for dispatch. Where such invoice is sent to the Customer by the United States Postal Service, it shall be conclusively presumed to have been received by the Customer on the fifth working day after mailing in the United States.
21. **Risk** – The risk of loss in the Goods will pass to the Customer on delivery in accordance with paragraph 20 above.
22. **Labeled and Listed Products** – Whenever the Goods comprise products which have been certified as labeled and listed by approved certification authorities ("Labeled and Listed Products"), it is the sole responsibility of the Customer to ensure that the Labeled and Listed Products are operated and serviced only in accordance with the instructions contained in any relevant 3M product user and maintenance manual in accordance with 3M guidelines referred to in paragraph 15.
23. **Storage and Delayed Delivery** – If the Customer fails to give instructions for shipment within fourteen (14) days of received advice from 3M that the Goods are ready for shipment (as provided by paragraph 20 above), payment shall be due forthwith and 3M shall be entitled to store the Goods at any available place at the Customer's risk and expense.
24. **Property** – Ownership of Goods will pass to the Customer when 3M has received payment in full and, until such time as this shall occur, the Goods shall be stored by the Customer separately from all other goods and shall be clearly marked by the Customer as being the property of 3M.
25. **Shortage in Delivery or Damage or Loss in Transit** – 3M shall in no way be responsible for any breakage or loss of Goods in transit and shall be under no liability to affect any insurance in this respect unless otherwise previously agreed. Both the carrier concerned and 3M must be advised in writing of all shortages in quantity delivered and any breakage or loss within three (3) days of the consignment. In the event of the Goods failing to reach their destination, both the carrier and 3M must be notified of this in writing within seven (7) days after the date on which the Customer was advised that the Goods had been shipped. As further security for payment of the price of the Goods by Customer, Customer hereby grants to 3M a security interest in the Goods.
26. **Commissioning** – The quotation does not include commissioning and installation services unless expressly stated otherwise. Extra charges may apply if 3M is requested to supply:
  - a) Descriptive literature or instructions other than one (1) copy in English for the operation of the equipment, or
  - b) The services of any 3M's engineer on-site for the purpose of checking, servicing, or commissioning. Any complaints regarding the quality of such services must be made to the Support Line (1-877-777-3571) within ten (10) business days of the said services being carried out.
27. **Subsistence and Other Travel Expenses** – Meals, transportation, lodging, and miscellaneous expenses are considered travel expenses and are billed at actual cost plus a ten percent (10%) administrative fee. If time required to complete work is extended at the Customer's request, travel and living expenses will also increase. Travel hours consumed by the 3M engineer will be incorporated within the daily rate for services performed. The cost of shipping supplies required for Services are likewise charged at cost plus ten percent (10%). Payment of all travel and living expenses are in accordance with the payment terms defined in paragraph 7.
28. **Overseas Sales** – In any case where Goods are sold CIF or on the basis of any other international trade terms contained in Incoterms (1980), such term shall apply as if expressly incorporated herein except so far as any part of the



same is inconsistent with any of the provisions contained in these terms.

29. **Repairs** – Before returning Goods for repair, Customer must contact 3M in writing as required under paragraph 15. 3M will assign a Return Materials Authorization (RMA) number which must accompany the returned Goods. Goods returned for repair must be sent to 3M Company, 804 Innovation Drive, Knoxville, TN 37932, with shipping paid by the Customer and, after repair or exchange, items will be shipped to the Customer at 3M's expense. All repairs will be warranted for the remaining Warranty Periods set forth in paragraph 15 or ninety (90) calendar days, whichever is longer.
30. **Force Majeure** – 3M shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of 3M being prevented, hindered or delayed in the manufacture of the Goods by reason of any circumstances whatsoever outside the control of 3M including but without limit to the generality of the foregoing: any act of God, riot, strike, lock-out, trade dispute or labor disturbance, accident, breakdown of 3M facility or 3M machinery, fire, flood, difficulty in obtaining workers, materials or transport or any foreign or domestic terrorism.
31. **Proprietary Information and Copyright** – Any data supplied by 3M is for use in support of its manufactured and supplied Goods, Software and/or Services only. Reproduction or use of supplied data for any other purpose is prohibited, except with the express written permission of 3M. Any Software supplied is copyrighted. The Customer may copy the Software for backup or modification purposes in support of the Customer's use of the Software only.
32. **License** – 3M grants to Customer a non-exclusive royalty free license to use 3M Software on one computer at any one time. A separate license(s) is required for each additional computer on which the Software will be used. The Software may be transferred to other computers provided it is first deleted from the previous computer upon which the Software was loaded. All right, title, and interest in and to the Software shall at all times remain the sole and exclusive property of 3M. Violation of these terms immediately terminates said license.
33. **Software Updates** – 3M agrees to provide Customer, at no charge except for media, preparation and shipping charges, for a period of twelve (12) months from the date of shipment, updates to the Software made at the sole discretion of 3M. Should Customer desire to purchase Software maintenance for the next subsequent year following the initial year from the date of purchase, and thereafter on an annual basis, and if 3M is still providing maintenance, Customer may purchase the same, annually, at the existing rate.
34. **Variation of Conditions** – These terms and conditions may be varied only by written agreement of an authorized representative of 3M.
35. **Non-Assignment** – The benefit to the Customer of this contract shall not be assigned in whole or in part to any other person, company or agent except with the express prior written consent of 3M.
36. **Default and Insolvency** – Each of the following shall constitute an "Event of Default" under this Agreement:
  - a) The Customer fails to perform or observe any term, covenant or undertaking in any agreement with 3M (including failure to pay any amount due to 3M) and such default continues for seven (7) calendar days after 3M gives the Customer written or oral notice of such failure to perform.
  - b) The Customer files a voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction; the Customer consents to or applies for appointment of a trustee, receiver, custodian or similar official appointed to take possession of all or substantially all of the Customer's assets and shall not be dismissed within thirty (30) days after appoint; the Customer makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of insolvents; an order for relief is entered against the Customer under any bankruptcy, reorganization or insolvency law of any jurisdiction or in any case, proceeding or other action seeking such order remains undismissed for thirty (30) days after its filing; or any writ of attachment, garnishment or execution is levied against all or substantially all of the Customer's assets; or all or substantially all of the Customer's assets become subject to any attachment, garnishment, execution or other judicial seizure, and the same is not satisfied, removed, released or bonded within thirty (30) days after date the writ was levied or date of the attachment, garnishment, execution or other judicial seizure.
  - c) If the Customer is an individual, the death of the Customer.

Upon the occurrence of an Event of Default:

- a) The Customer shall forthwith, upon demand, deliver to 3M any Goods which are in the possession or control of the Customer the property in which remains with 3M and, in default thereof, 3M shall be entitled to repossess the same and for such damage caused thereby and the Customer shall indemnify 3M from, and against all actions, proceedings, claims and such like arising; and;
  - b) 3M shall be entitled by notice in writing to the Customer to declare that all amounts due are immediately payable (whether under this or any other contract) and all such amounts shall bear interest in accordance with paragraph 7 from date of notice until payment.
  - c) 3M shall have the remedies provided under the Uniform Commercial Code of the State of Minnesota and other applicable laws of the State of Minnesota for any breach, default or nonperformance of and provision of this Agreement.
  - d) No right or remedy given to 3M hereunder is intended to be exclusive; each shall be cumulative and in addition to any other remedy provided herein or otherwise available at law or in equity. No failure by 3M and no delay in exercising any right shall operate as a waiver of that right. Nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of a right, power or privilege granted hereunder or otherwise.
37. **Headings** – The headings used in these Terms and Conditions of Sale are for convenience only and shall not affect the construction thereof.
38. **Entire Contract** – This writing constitutes the entire agreement and understanding between the parties as of the date of acceptance by 3M and shall not thereafter be modified in any way except in writing by an authorized 3M representative. No waiver of these terms and conditions shall be binding upon 3M unless made in writing and signed by 3M. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by 3M's receipt, acknowledgement or acceptance or purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
39. **United States Law** – The contract shall be governed by, construed, and interpreted in accordance with the laws of the United States of America and the State of Minnesota and, for the purpose of the determination of any dispute arising out of or in connection with the contract, the parties hereby submit to the jurisdiction of the Minnesota courts. Any controversy or claim arising out of or relating to this order shall be settled by arbitration held in Ramsey County, Minnesota, in accordance with the rules of the American Arbitration Association and judgment upon any arbitration award may be entered in any court having jurisdiction. In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs from the other.

Authorized Customer Acceptance:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Scott L. Johnson

Sheriff

12/16/2015



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

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

REQUESTED MEETING DATE:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item#: 26

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ 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: Pacific County Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: December 3, 2015
<b>NARRATIVE OF REQUEST</b> Request that the accompanying Professional Services Agreement between Pacific County and Patty Marsden be signed by the Board. The agreement will provide the Pacific County Sheriff's Office Spillman Administrator services as outlined, to be wholly funded by the Pacific County E911 Grant.  Pacific County Communications advertised a Request for Qualifications (approved by the Board) and selected Ms. Marsden as the most qualified respondent (documentation accompanies this request). The Professional Services Agreement has been approved by the Pacific County Administrative Officer and the Prosecuting Attorney.	
<b>RECOMMENDED MOTION</b> <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Professional Services Agreement with Patty Marsden as Spillman Systems Administrator, subject to adequate budget appropriations	

Name of Contractor: Patty Marsden

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Professional Services Agreement

☒ **W-9 Attached** for all vendors/contractors (County issuing payment to) ☒ **Certificate of Insurance Attached** (if required)  
Indicate type ☐ Intergovernmental/Interagency ☒ Employment/Special Services Agreement ☐ Federal Contract  
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply): ☒ For-Profit ☐ Private Organization/Individual  
☐ Non-Profit ☐ Public Organization/Jurisdiction  
☐ State ☐ Sub-Recipient  
☐ Federal ☐ Other

**Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

**TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):**

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids) ☐ \$5,000-\$25,000 (use small works roster) ☐ >\$25,000 (competitive bids)  
Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)  
☐ Telecomm & Data Processing ☒ Other (Describe): Software Administration Services  
To be located at: \_\_\_\_\_

**Exceptions to Bidding (Please provide appropriate documentation):**

☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)  
☐ Single (Sole) Source Purchase\* ☐ Special Facilities/Market Conditions  
\*Resolution Required

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

Please attach the following:

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

☐ RFP ☒ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution  
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids  
☐ Open Space ☐ Post, Advertise, & Fill Position  
☐ Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**

TOTAL COST/AMOUNT (include sales & use tax): \$27,014.00

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: 160 .xxx.xxx.xx.xx

EXPENDITURE BUDGETED? ☒ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between **Pacific County (Pacific County Communications)**, hereinafter "**Client**" with its principal place of operation located at 300 Memorial Drive (P.O. Box 27) South Bend, WA. 98586 and **Patty Marsden**, Business Address: Patty Marsden, 14417 SE 14th St., Vancouver, WA 98683, hereinafter; **Spillman Systems Administrator "SSA"**.

1.     **Services to be Performed**  
      **SSA** agrees to perform the services described in Appendix A, which is attached hereto and by this reference made part of this agreement.
2.     **Payment**  
      In consideration for the services to be performed by the **SSA** as described in Appendix A, **Client** agrees to pay the **SSA** as negotiated, a monthly salary of \$1,800.00 for the first six months and \$1,500.00 for every month worked thereafter.
3.     **Terms of Payment**  
      Amount negotiated will be payable monthly with payment to be issued within 30 days upon receipt of monthly invoice.
4.     **Division of Labor**  
      The **SSA** will act as the primary point of contact for the **Client**. With prior written approval by the **Client**, the **SSA** may sub-contract assistance on any specific task as needed. Any sub-contract will be at the **SSA's** expense. The **Client** will not be liable for any costs or expenses incurred due to the sub-contract.
5.     **Expenses/Travel**  
      The **SSA** shall be responsible for any necessary travel expenses incurred while performing services under this Agreement. These expenses will not include travel expenses for attendance at the Spillman User's Group that are currently paid for by the State of Washington. Any travel for which reimbursement is expected will have prior written approval by the **Client**.
6.     **Materials**  
      The **SSA** will furnish all supplies used to provide the services required by this Agreement at no cost to **Client**.
7.     **Equipment and Software**  
      **Client** shall provide **SSA** with the Spillman software necessary to perform services. A detailed inventory form of any equipment assigned will be on record with the **Client** and amended as necessary. All equipment and/or software provided the **SSA** by the **Client** will be returned to the **Client** upon termination of the Agreement.
8.     **Connectivity**  
      Connectivity to the Spillman Server in Pacific County will be through a Pacific County VPN Connection.

9. Public Disclosure

This Agreement and all public records associated with this Agreement shall be available from the **SSA** 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 **SSA** are needed for the **Client** to respond to a request under the Act, as determined by the **Client**, the **SSA** agrees to make them promptly available to the **Client**. If the **SSA** considers any portion of any record provided to the **Client** under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the **SSA** shall clearly identify any specific information that it claims to be confidential or proprietary. If the **Client** receives a request under the Act to inspect or copy the information so identified by the **SSA** and the **Client** determines that release of the information is required by the Act or otherwise appropriate, the **Client's** sole obligations shall be to notify the **SSA** (a) of the request and (b) of the date that such information will be released to the requester unless the **SSA** obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the **SSA** fails to timely obtain a court order enjoining disclosure, the **Client** will release the requested information on the date specified. The **Client** has, and by this section assumes, no obligation on behalf of the **SSA** to claim any exemption from disclosure under the Act. The **Client** shall not be liable to the **SSA** for releasing records not clearly identified by the **SSA** as confidential or proprietary. The **Client** shall not be liable to the **SSA** for any records that the **Client** releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

A member of the public could request public records from the **SSA** directly. The **SSA** agrees to notify **Client** within one (1) business day of any request for public records that include **Client** supplied documents, including the name of the requestor and the documents sought, to allow the **Client** to facilitate the prompt review and supply of the documents.

All Public Records prepared, owned, used or retained in conjunction with this Contract shall be subject to retention in accordance with the Local Government Common Records Retention Schedule (CORE) as published by the WA State Office of the Secretary of State/WA State Archives.

The **SSA** agrees to indemnify and hold harmless the **Client** from any third-party claims concerning public document requests and fulfillment that arise from **SSA's** reckless or negligent release or nonrelease of records.

10. Term of Agreement

This Agreement will become effective when signed by both parties and will terminate when a party to the Agreement terminates this Agreement as provided below, or on December 31, 2017.

11. Terminating the Agreement

Either party may terminate this Agreement at any time by giving a thirty (30) day written notice of termination to the other party. **SSA** shall be entitled to full payment for services performed prior to the date of termination.

12. Independent Spillman Systems Administrator Status  
The SSA agrees that it is acting as an independent contractor, and not as an employee of the **Client**. As such, the **Client** will not provide any compensation or benefits beyond the compensation described immediately hereinabove. The SSA hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the SSA is an employee of the **Client**.

The SSA also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the **Client** pursuant to this Agreement.

- The SSA has the sole authority to control and direct the means, manner and method by which the services required by the Agreement will be performed.
- **Client** agrees that the SSA shall perform the services required by this Agreement, except that with prior written approval by the **Client** the SSA may sub-contract at her own expense.
- At **Client's** discretion, **Client's** employees may assist the SSA with matters requiring data collection or other local coordination or assistance.
- The SSA is ineligible to participate in any employee pension, health, vacation pay, sick pay or any other fringe benefit plan offered by **Client** to **Client's** employees.

13. Confidentiality  
All records will be confidential and will not be viewed by, or released to anyone other than the SSA without the expressed permission of the **Client**.

14. Local, State and Federal Taxes  
The SSA and any sub-contractor shall pay all use tax, sales tax, income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. **Client** will not:

- Withhold FICA from SSA's r payments or make FICA payments on SSA's behalf.
- Withhold state or federal income tax from SSA's payments.
- Make any unemployment compensation contributions on SSA's behalf.

15. Notices  
All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- Spillman Systems Administrator:  
Patty Marsden  
14417 SE 14th St.  
Vancouver, WA 98683  
Phone: 360-991-7769  
Email: [patty.marsden@lewiscountywa.gov](mailto:patty.marsden@lewiscountywa.gov)
- Client:  
Pacific County Communications  
300 Memorial Avenue/P O Box 27  
South Bend, WA 98586  
Attn: Stephanie Fritts  
Work: 360-875-9340  
Cell: 360-244-2197  
Email: [sfritts@co.pacific.wa.us](mailto:sfritts@co.pacific.wa.us)

Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated above, or when sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

16. Indemnification/Hold Harmless

To the fullest extent permitted by law, the **SSA** agrees to indemnify, defend and hold the **Client** 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 **SSA**, its employees, agents or volunteers or **SSA's** sub-contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the **SSA's** or its sub-contractors use of, presence upon or proximity to the property of the **Client**. This indemnification obligation of the **SSA** shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the **Client**. This indemnification obligation of the **SSA** 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 **SSA** hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the **SSA** are a material inducement to **Client** to enter into the Agreement, are reflected in the **SSA's** compensation, and have been mutually negotiated by the parties.

Survival of **SSA's** Indemnity Obligations. The **SSA** agrees all **SSA's** indemnity obligations shall survive the completion, expiration or termination of this Agreement.

17. Attorney's Fees

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

18. Disputes

Differences between the **SSA** and the **Client**, arising under and by virtue of this Agreement, shall be brought to the attention of the **Client** 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 **SSA** shall be decided by the **Client's** representative or designee. All rulings, orders, instructions and decisions of the **Client's** representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.



19. Choice of Law, Jurisdiction and Venue

This Agreement 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 Agreement 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 Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

20. Severability

If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement 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 **Client** determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the **Client** may, in its sole discretion, terminate this Agreement.

21. Insurance

Without limiting the **SSA's** indemnification of **Client**, and prior to commencement of this Agreement, **SSA** shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the **Client**.

- A) General Liability Insurance. **SSA** 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 Agreement Dual liability.
- B) Workers' Compensation Insurance. **SSA** shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- C) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against **Client**, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow **SSA** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **SSA** hereby waives its own right of recovery against **Client**, and shall require similar written express waivers and insurance clauses from each of its sub-contractors. The **SSA** must name the **Client** as an additional insured. The **SSA** agrees that its liability insurance shall be primary and non-contributory to the **Client's** and that **SSA's** liability insurance policy shall so state.

22. Assignment and Delegation

Neither the **SSA** nor **Client** may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

23. Exclusive Agreement

This is the entire Agreement between the individual **SSA** and **Client**.

SPILLMAN SYSTEMS ADMINISTRATOR

PACIFIC COUNTY

BOARD OF COUNTY COMMISSIONERS

Patty Marsden 12/4/15  
Patty Marsden Date

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

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

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

# PROFESSIONAL SERVICES AGREEMENT

## APPENDIX A

Title: Spillman Systems Administrator (SSA)  
Reports To: Chief Deputy, Stephanie Fritts  
Reporting Mechanism: Detailed billing outlining services provided will be submitted monthly.

### Primary Responsibilities:

1. Maintains excellent communication with Pacific County Spillman Users Group.  
The SSA must keep users aware of events affecting the system and policies concerning its use. To accomplish this, the SSA must demonstrate effective verbal and written communications skills in order to issue written memos, send electronic memos, hold meetings with users, provide training and make presentations to various groups as necessary. Additionally, the SSA must be willing to be accessible to Pacific County Spillman users at all times in order to fix problems of an emergent nature that may occur at any hour of the day or night.
2. Maintains Spillman System Security  
The SSA responsibilities include adding, modifying and deleting users in both UNIX and Spillman according to procedure and in a timely manner, at a minimum of weekly. The SSA is also responsible for adjusting user privileges, configuring login parameters and tailoring users' login scripts as necessary, in coordination with Pacific County Information Services.
3. Maintaining Spillman Application Parameters  
The SSA is responsible for maintaining Spillman application parameters, which provide the flexibility that allows the Client to customize many areas of Spillman.
4. Maintain Code Tables  
Code tables are used throughout the Spillman software to validate and categorize data. This facilitates data entry and allows for the powerful searching/reporting capabilities of the Spillman software. The SSA must be familiar with all codes and code tables used by the Spillman modules. The SSA must maintain the tables in accordance with Spillman specifications and programs requirements as well as the needs of Client user agencies, ensuring that no codes are added or modified which would benefit one agency while adversely affecting another user agency as determined by the Pacific County Communications Agency Operations Board.

5. **Maintains Geobase Information**  
Acts as a liaison with Pacific County MSAG Coordinator and GIS Department to keep addressing system current. Completes mapping and response plans and keeps the Spillman data base current, working with other agencies as needed. The SSA must maintain CAD Geobase module accurately in order to be used effectively. The SSA must be properly trained in Spillman and ESRI GIS mapping software at his/her own expense in order to proficiently coordinate with Pacific County GIS personnel to upload mapping updates into the software system. The SSA must effectively coordinate with the Pacific County GIS Department. Failure to maintain proficiency as demonstrated through coordination with Pacific County GIS is grounds for termination of the Agreement.
6. **Ensure that Data Is Audited.**  
The SSA must implement an effective written plan to audit data. The Audit Plan must be submitted to the Pacific County Communications Operations Board for approval. Auditing helps identify duplicate data and data that is entered incorrectly or does not conform to standards.
7. **Maintain a System Log on the Spillman Server**  
The SSA responsibilities include maintaining a detailed log documenting backups performed, changes in configurations, software installations, problems encountered and how they were corrected, communications with Spillman Customer Support, etc.
8. **Protect Super User Access**  
The SSA must protect Super User and Root logins and passwords from unauthorized use. A record of Root and Super User login activity will be provided to the Client on a monthly basis.
9. **Define Data Entry Standards**  
Ensuring that Spillman Data Entry Standards are followed is an important responsibility of the SSA. To use the full power of the Spillman Software, all users must enter data consistently. The SSA will periodically review various areas of Spillman in order to identify problematic areas of the system and schedule training for county staff and/or user agencies as necessary to correct the problem(s) at no additional cost to the Client or user agency. Training schedules will be coordinated with the Pacific County Communications Operations Board.
10. **Provide First Level Support**  
The SSA will attempt to solve all problems before reporting them to Spillman Customer Support by using manuals and troubleshooting guidelines. The SSA must have familiarity with all Spillman manuals and resources as well as basic knowledge of all areas of Pacific County's Spillman system.

11. Contact  
The SSA will act as the main contact point, not only with Spillman Users, but also with all outside groups, vendors, agencies, etc. for handling Spillman-related inquiries, assistance requests, sales pitches, etc. The SSA will be the sole contact with Spillman in all situations. Problems reported by more than one person cause confusion and will ultimately lessen the effectiveness of Customer Support in solving problems. Spillman Technologies REQUIRES that at least one administrator be designated as the SSA - the primary point of contact with Spillman. The Client will not contact Spillman directly without first coordinating contact and concerns through the SSA. This is done to avoid redundant communications with Spillman Customer Support.

12. Training  
The SSA shall attend as much Spillman training as possible, in order to better assist Pacific County's Spillman users when they have questions or problems. The SSA shall coordinate all user training and provide as much of the training possible his/herself in order to save Pacific County's Spillman users time and money. It is the responsibility of the SSA to see that all employees using the Spillman systems have been properly trained. The SSA shall implement an ongoing training plan to train new employees and refresher courses for employees who have already been trained.

The SSA shall ensure that Spillman Users Guides have been distributed to appropriate personnel. This helps relieve the SSA of dealing with the problems or questions already explained in the manuals.

13. Maintains the Training Database  
The database is an important tool in training and shall be maintained accurately by the SSA.
14. Module Set Up and Activation  
The SSA will set up and load the appropriate code tables, assign privileges and ensure the necessary training occurs for a successful implementation of any new modules.
15. Shared Agencies  
The SSA will work with the Client to bring on shared agencies. This will include but not be limited to working with the agencies involved, setting up sypriv tables, as well as agency and non-agency partitioning.
16. Fire District Tiered Response  
The SSA will work with the fire districts to set up the appropriate tiered response plans.

17. Review of Existing Spillman system setup  
The SSA will review the existing code tables, parameters and overall setup, and make recommendations as to changes that would increase the efficiency of the system. Once the changes are approved by the **Client**, those requiring a modification to the software tables will be completed by the SSA.
18. Activate ACCESS Query capabilities in Mobile.
19. Administer the current Jail Software program as well as ensure a smooth transition to the new upgrade, to include all related setup issues.
20. Policies and Procedures  
Although the Spillman Software is very powerful and flexible, there will always be additional features that some users would like to see added. Spillman Technologies will try to fulfill those requests whenever possible. However, some requested changes are neither feasible nor advantageous to the majority of Spillman Users. In these situations, the Agency may need to change their procedures to comply with the requirements of the Spillman software. The SSA will act as a liaison between Spillman and the user agencies when special requests have been made.  
  
Maintains familiarity with the Standard Operating Procedures and appropriate manuals that provide thorough knowledge of Pacific County Communications Center operations and procedures.
21. Authority  
The SSA, with approval of the Pacific County Communications Center Chief Deputy, will set policy and procedures for Spillman applications use.



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:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item#: 27

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 12/15/2015

#### NARRATIVE OF REQUEST

Request permission to issue the attached Request for Proposal for Continuity of Operations and Continuity of Government Plans for selected Pacific County departments and municipalities. This planning will be funded through previously approved Emergency Management Performance Grant #E16-113.

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

Approve issuance of Request for Proposal (RFP) for PCEMA Continuity of Operations/Continuity of Government Planning

# **NOTICE**

## **Request for Proposal (RFP) Pacific County Emergency Management Agency Continuity of Operations/Continuity of Government (COOP/COG) Planning**

The Pacific County Emergency Management Agency is currently seeking proposals from qualified consultants to develop a Pacific County COOP/COG Plan and a minimum of one municipal COOP/COG Plan. COOP/COG planning is a "good business practice" and is part of the fundamental mission of all levels of government as responsible and reliable public institutions. Each county department and municipal agency in Pacific County should have in place a comprehensive and effective program to ensure the continuity of essential functions under all circumstances.

To fulfill this mission, the Pacific County Emergency Management Agency seeks consultant services for the preparation of a COOP/COG plan. Grant funding available for this planning project is \$16,856.00. Consultants may suggest modifications to the Scope of Work that remain consistent with and support the requirements of the RFP.



**\*\*\*\*DEADLINE FOR SUBMISSION OF PROPOSALS\*\*\*\***

The deadline for receipt of submitted proposals is the close of business (4:30 pm) January 29, 2016. Postmarks will not be considered. Responses should be submitted in a sealed envelope to:

SEALED PROPOSAL – CONSULTANT SERVICES  
Continuity of Operations/Continuity of Government Plan

Stephanie Fritts, Chief Deputy  
Pacific County Emergency Management Agency  
PO Box 27  
South Bend, WA 98586

Proposals will not be accepted by fax or electronic file transfer. Submissions should include one original and five copies.

## **PART I. INTRODUCTION**

### **Background**

COOP/COG planning is a “good business practice” and is part of the fundamental mission of all levels of government as responsible and reliable public institutions. While it may not have been a high-priority activity in the past, the changing threat environment and recent emergencies (e.g., localized acts of nature, accidents, technological emergencies, military or terrorist attack-related incidents) have shifted awareness to the need for COOP/COG capabilities that enable counties to continue their essential functions across a broad spectrum of emergencies and has emphasized the need to provide a capability that ensures the continuity of essential government functions to the citizens of Pacific County and its municipalities.

Definitions:

- 1) Continuity of Operations (COOP) – the ability to provide essential functions to customers from a different location, due to the primary facility becoming unusable, for long or short periods of time.
- 2) Continuity of Government (COG) – ensures the continued performance of essential agency functions and support of the Board of County Commissioners and the councils and mayor of each of the four municipalities within Pacific County during emergency or disaster situations.

### **Project Overview**

As a baseline of preparedness for the full range of potential emergencies, each county department and municipal agency in Pacific County should have in place a comprehensive and effective program to ensure the continuity of essential functions under all circumstances. The Pacific County Emergency Management Agency is seeking a contractor to develop viable and executable contingency plans for the continuity of operations (COOP) and continuity of government (COG).

### **Project Management**

The Pacific County Emergency Management Agency will be the administrative agency for development of these plans, on behalf of the Pacific County Emergency Management Agency Council, the Pacific County Board of County Commissioners and the municipal councils and mayors. As such, management of and contract administration for the plan is the primary responsibility of the Chief Deputy for Communications and Emergency Management.

As this plan will be partially grant funded and partially funded by in-kind resources from within the Pacific County Emergency Management Agency and the involved departments and jurisdictions the selected consultant is expected to provide documentation of time spent developing the plans and to adhere to a strict budget. To ensure that development of the plans is consistent with the budget provided, staff from the Pacific County Emergency Management Agency will meet periodically with the consultant to monitor the expenditure of funds and progress of work. With the submission of the final drafts the consultant shall provide all documentation of time spent developing the plan.

The consultant's work will not be complete until the plans have been approved by the Pacific County Emergency Management Agency Council which represents the county and all of the municipalities.

## **PART II. SCOPE OF WORK**

The following Scope of Work shall be completed by the Consultant.

The consultant will lead in the preparation of the plans; however, the Pacific County Emergency Management Agency Council and staff will provide input, information, and comments throughout the development of the plans. It is anticipated that the plans will take no more than five (5) months to complete. The consultant must present a draft of the Plans to the Planning Committee by June 30, 2016, for review and comment by the Pacific County Emergency Management Council. The consultant then must present the final drafts to Pacific County Emergency Management Council not later than July 29, 2016 for review and approval by the Pacific County Emergency Management Agency.

The Pacific County Emergency Management Agency will provide the consultant any currently available data, but the selected consultant will perform all analyses necessary for completion of the plans. All data and information generated by the consultant must meet Pacific County's standards as described at the end of this document. Additionally, the consultant will supply the Pacific County Emergency Management Agency with paper and digital copies of all data and information generated in association with this project.

### **Overall Project Design**

Following is a list of the required steps in developing the plan.

- A. Develop Continuity of Operations/Continuity of Government Plan for a selected Pacific County department(s) and in addition, select Pacific County municipalities using an all hazards approach. The plan(s) should enhance county/municipal capabilities to facilitate the performance of government services during an emergency, regardless of scope and size. This project should include a review and assessment of the current county emergency operations plan and supporting departmental documents to ensure compliance with Washington State and Federal guidelines and existing industry standards as well as its interoperability with all other county plans. All project components must be completed by August 30, 2016.
- B. Conduct coordination meetings with county and municipal departments
- C. Perform assessment and gap analysis of current county/municipal documents to be included in the COOP/COG
- D. Perform review of existing county policy and ordinances which support COOP/COG and make recommendations for new county policy and/or ordinances that may be needed
- E. Perform surveys and interviews with county departments to define the critical government operations so that critical processes and resources are identified
- F. Document critical processes, equipment (including communications), software, records/documents, vendors and personnel for each county department; Document risks and vulnerabilities within each department
- G. Develop comprehensive county and city plans with recommendations on a process for updating and testing the COOP/COG plan on an annual basis
- H. Completion of plans and checklists
- I. Include general remediation recommendations as part of the findings report, to serve as courses of actions to enhance the COOP/COG plan
- J. Develop a county and municipalities response and recovery plan for continuity of operations

- K. Conduct assessment of local capabilities and vulnerabilities; Facilitate county and city workshops to prioritize functions; Document shortfalls in county and city capabilities
- L. Deliver county and city plan and plan implementation strategy to include tabletop exercises to test plan effectiveness
- M. Deliver Continuity of Operations Plans which includes the plan, a set of check lists that address response, stabilization and recovery for each department, risk mitigation recommendations, and copies of all presentations made during project; Product delivery should be made in both hard copy and a modifiable electronic format, and PDF.

The consultant will present the draft plans to the Pacific County Emergency Management Agency by June 30, 2016; the Pacific County Emergency Management Agency will review the written report and provide comments by July 11, 2016. The consultant shall amend the draft plans per these comments and submit the final plan to the Pacific County Emergency Management Agency by July 31, 2016.

*(E) Final Plan.* By August 30, 2016 the consultant shall present to the Pacific County Emergency Management Agency the final version of the plans, both verbally and in writing in a format suitable for reproduction by the Pacific County Emergency Management Agency. The final plans must also include documentation of public participation in plan development. The consultant shall provide the Pacific County Emergency Management Agency with one (1) color paper copy of each final plan, one (1) digital (MS Word format) copy of each final plan and one (1) PDF copy of each final plan.

*(F) Schedule.* The following is a summary of the proposed timeline for the project, but maybe subject to change upon agreement with the consultant.

<u>Month</u>	<u>Activity</u>
February 2016	Project initiation and consultant selection Consultant formal needs and risk assessment
February 2016	Planning meeting with county and municipal agencies
May 15, 2016	Submit mid-term report
July 29, 2016	Draft plan revision submitted
August, 2016	Plan Acceptance

### **PART III: CONSULTANT SELECTION PROCESS**

The Pacific County Emergency Management Agency will review proposals and may invite consultants to be interviewed. Final decisions about consultant selection will be based on the interviews and the Evaluation Criteria specified below. All contract documents will be executed with the Pacific County Emergency Management Agency and will conform to the Pacific County Emergency Management Agency policies and procedures. The selection process should be completed within 30 days of the submission of proposals.

#### **Contents of Proposals**

Proposals should include:

1. Statement of experience in similar projects, this should include brief project descriptions, as well as reference lists.
2. Identification of individuals to be assigned to the project and statement of qualifications of individuals and resources assigned to the project.
3. Statement of general approach, including a description of the recommended process and considerations for completing the plans. Scope of Work detailing the proposed outcomes, i.e. number or total of county departments to be addressed in addition to number or total of municipalities or municipal departments involved, timeline, necessary tasks for development of the plans, and partners responsible for completing tasks.
4. General list of data and information needed to develop a COOP/COG Plan.
5. An estimate of the cost of proposed plans. Grant funding available for this planning project is \$16,856.00. Consultants may suggest modifications to the Scope of Work that remain consistent with and support the requirements of the RFP. Costs for completing specific sections of the proposed plans should be estimated and noted in the proposal.

## **Evaluation Criteria**

Consultant will be evaluated based on the following criteria:

- Experience and expertise in development of COOP/COG Plans– references to be provided.
- Experience with projects similar in scope for communities similar to those of Pacific County and its municipalities.
- Ability to accomplish projects in a professional, thorough and timely manner.
- Costs of services consistent with and supporting the requirements of the plan. Costs for completing specific sections of the proposed plan should be estimated and noted in the proposal.
- Completeness and thoroughness of proposals and bid documents.

## **Validity Period**

Submissions shall be valid for a period of 90 days following submission.

## **PART IV. PAYMENTS**

Negotiations between PCEMA and the selected consultant will take place regarding payment, however it is the intent of PCEMA to pay in installments based on production. Final payment will be withheld pending plan approval.

## **PART V. CONTRACT INFORMATION AND DEADLINE**

Technical questions regarding this Request for Proposals should be submitted in writing (to include fax and email) no later than **4:30 p.m. January 15, 2016** to:

Stephanie Fritts, Director  
Pacific County Emergency Management Agency  
PO Box 27  
South Bend, WA 98586  
Fax: (360) 875-9342  
Email: [sfritts@co.pacific.wa.us](mailto:sfritts@co.pacific.wa.us)

Questions Submission: All questions shall be submitted in writing (or email) to Stephanie Fritts. PCEMA shall not be responsible for oral clarifications or responses from any party other than the PCEMA designated representative(s).

#### Addenda

PCEMA may record its responses to inquiries and any supplemental instructions in the form of written addenda. PCEMA may post to the website, mail or e-mail written addenda before the date fixed for receiving the proposals. Vendors shall contact the project manager to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. All addenda issued shall become part of the resulting contract.

#### **Deadline for Submission**

The deadline for receipt of submitted proposals is the close of business (**4:30 p.m.**) **January 29, 2016. Postmarks are not accepted.** Responses should be submitted **in a sealed envelope** to:

#### **SEALED PROPOSALS – CONSULTANT SERVICES Continuity of Operations Planning**

Stephanie Fritts, Chief Deputy  
Pacific County Emergency Management Agency  
PO Box 27  
South Bend, WA 98586  
Fax: (360) 875-9342  
Email: [sfritts@co.pacific.wa.us](mailto:sfritts@co.pacific.wa.us)

Proposals will not be accepted by fax or electronic file transfer. Submissions should include one original and five copies.

#### **PART VI.**

Included in the enclosures are "General Conditions to Bid".

#### **GENERAL CONDITIONS TO BID**

- 1) Proposal packages shall be submitted in a sealed envelope marked with the name of the consultant and the words: "**SEALED PROPOSAL – CONSULTANT SERVICES – Continuity of Operations/Continuity of Government Plan**" marked on the outside of the envelope. Submit one original, with all original signatures on required forms, and five copies.
- 2) Consultant assumes the risk of any delay in the mail. Whether sent by mail or by personal deliver, consultant assumes responsibility for having the



proposal deposited on time at the Pacific County Emergency Management Agency. All proposals received after the designated time stated will not be considered and will be returned to the consultant unopened.

- 3) The proposal, as presented, shall remain valid for a period of ninety (90) days from proposal due date.
- 4) Any deviations from the specifications are to be so noted and fully explained. Deviations will be analyzed, and if deemed to be in the best interests of the Pacific County Emergency Management Agency, specification requirements may be waived.
- 5) It shall be the responsibility of each consultant to call to the attention of the Pacific County Emergency Management Agency any apparent discrepancy in the specification so or any question of interpretation thereof. Failure to do so constitutes acceptance as written.
- 6) The Pacific County Emergency Management Agency reserves the right to "revise: or "amend" the proposal specifications prior to the proposal due date by "written addenda".
- 7) The Pacific County Emergency Management Agency reserves the right to reject any or all proposals and to negotiate with any consultant.
- 8) Proposals will be evaluated on the basis of qualifications, experience and cost. Contract will be awarded to the company who offers a proposal that appears to be in the best interests of the Pacific County Emergency Management Agency.
- 9) The apparent silence of the specification as to any details or the omission of a detailed description concerning any point shall be interpreted as meaning that only the nest commercial practices are to prevail and that only first quality materials and work will be accepted.
- 10) The consultant shall submit any and all confidential materials in a separate envelope, sealed with the envelope clearly marked with CONFIDENTIAL on the outside. All confidential materials submitted shall be so clearly marked on the top of each page as CONFIDENTIAL. All other materials submitted in response to the specifications and requirements contained herein shall be considered non-confidential. All documents and contracts, once accepted and signed by contracting parties are subject to public

disclosure under RCW 42.56.

- 11) All proposals submitted to the Pacific County Emergency Management Agency become the property of the Pacific County Emergency Management Agency and will be opened in the Pacific County Board of County Commissioner's office. Each proposal will be checked to determine if it is complete and meets the requirements of the Request for Proposals. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, proposals will be available for public inspection.



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:  
12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 28

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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	PHONE / EXT: 3395
SIGNATURE: /s/ Denise L. Rowlett	DATE: 12/16/2015
<b>NARRATIVE OF REQUEST</b> Request approval to purchase two Liberty Fatboy Jr. gun safes from Northwest Safe Company for \$3,760.23 including delivery/installation/tax (no tax paid on safes). The safes are required for proper storage and security of firearms and ammunition. Quotes were also obtained from Liberty Safe Outlet (\$4,329) and Kennewick Ranch & Home (\$4,548.62).	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of two (2) Liberty Fatboy Jr. gun safes from Northwest Safe Company in an amount not to exceed \$4,329 including delivery/installation tax, subject to adequate budget appropriations	

Name of Contractor: _____	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): _____	
<input type="checkbox"/> <b>W-9 Attached</b> for all vendors/contractors (County issuing payment to) <input type="checkbox"/> <b>Certificate of Insurance Attached</b> (if required)	
Indicate type	<input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	<input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub-Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other
<b>Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04):	<input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32):	<input checked="" type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)
Services / Leases:	<input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other (Describe) : _____
To be located at: _____	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> <b>PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")</b> Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space <input type="checkbox"/> Post, Advertise, & Fill Position <input type="checkbox"/> Other (please describe): _____	
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>   	
TOTAL COST/AMOUNT (include sales & use tax): \$3,760.23     TOTAL TAX: \$45.43	
TOTAL SHIPPING/HANDLING: \$575.00     EXPENDITURE FUND #: 001____.XXX.XXX.XX.XX	
EXPENDITURE BUDGETED?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     DESCRIBE MATCH: _____
MATCHING FUNDS REQUIRED?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     AMOUNT OF MATCHING FUNDS: _____



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:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 29

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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

PHONE / EXT: 3395

SIGNATURE: /s/ Denise L. Rowlett

DATE: 12/17/2015

#### NARRATIVE OF REQUEST

Request approval to purchase SMART 650 radar speed trailer from Kustom Signals for \$6,372.57 including tax. This is not included in the 2015 budget and will require a category transfer from operating to capital.

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

Approve purchase of radar speed trailer from Kustom Signals (state bid) in an amount not to exceed \$6,372.57, including sales tax, subject to adequate budget appropriations

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



# KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

## Quotation

Page 1 of 2

Date 12/17/2015

To... PAT MATLOCK  
PACIFIC CO SHERIFF'S OFFICE  
.PO BOX 27  
300 MEMORIAL ST  
SOUTH BEND WA 98586

Quote # 1482999584013MT  
Terms Net 30  
This Quote Expires on 03/10/2016  
Phone 360-642-9403  
Fax 360-642-2218

Qty	Product Description	UnitPrice	SubTotal
			\$0.00
			\$0.00
1	SMART 650 (12" fixed display radar trailer)	\$5,000.00	\$5,000.00
1	Traffic Data Recording System w/ flash card (first license included)	\$725.00	\$725.00
1	Cable Wheel Lock	\$87.00	\$87.00
1	2" Ball Coupler Lock Kit, Stainless Steel	\$49.00	\$49.00
1	Trailer Cover (Generic)	\$45.00	\$45.00
	Freight Is included		\$0.00
			\$0.00
			\$0.00
			\$0.00

Total \$5,906.00

Signature

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

**KUSTOM SIGNALS, INC.**  
**TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provision will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.  
Attn: Sales Dept.  
9652 Loiret  
Lenexa, KS 66219





## Contract Summary

### WSCA Police Radar, Lidar, Parts & Equipment



**Contract#:** 01611 **Replaces:** 11504

The purpose of this contract is to facilitate the as-needed purchase of Police Radar, Lidar, Parts and Equipment for participating members of the WSCA Cooperative, WA State agencies & Coop members. This contract is also available to members of NASPO

The State of Washington, on behalf of the Western States Contracting Alliance (WSCA) is administering a contract to support the current installation of Police Radar, Lidar, Parts and Accessories that conform to the National Highway Traffic Safety Administration (NHTSA) "Model Performance Specification for Police Traffic Radar Devices."

This contract is intended to support the needs of state and local law enforcement for Police Radar, Lidar, Parts and Accessories. This contract will provide new equipment as well as replacement parts and accessories for existing embedded devices, already owned and in operation by various departments throughout the United States.

**DES MANAGEMENT FEE:** The following are the only contractors authorized to reflect the management fee as a separate line item (SLI) on the invoice:  
Kustom Signals, Inc.

**Current Term Start Date:** 10-31-2011 **Award Date:** 10-20-2011

**Est. Annual Worth:** \$1,055,703

**Commodity Code(s):** 5840 ,220-48

**Current Term Ends On:** 10-30-2017 **Final Term Ends On:** 10-30-2018 ,220-87 ,340-16 ,680-67 ,680-77 ,680-97 ,840-67 ,840-71

**Diversity:** 0% WBE 0% MBE

**Contact Info:** Master Contracts & Consulting – Richard Worthy at (360) 407-7932 or richard.worthy@des.wa.gov

#### Who can use this contract?

- » Organizations with Master Contract Usage Agreements
- » Oregon Coop Members

**Current Documents**

**Historical  
Documents**

**Resources**

- » Contract & Amendments
- » Pricing & Ordering Information
- » Specifications
- » Original Solicitation Amendment
- » Bid Tab
- » Contract Comments
- » Vendor and Contract Performance Feedback
- » Best Buy Form

Contractors	OMWBE	Veteran	Small Business
APPLIED CONCEPTS, INC. - w2790		N	N
DECATUR ELECTRONICS, INC. - w68		N	N
KUSTOM SIGNALS, INC. - w48		N	N
LASER TECHNOLOGY, INC. - w14278		N	N
MPH INDUSTRIES, INC. - w1300		N	N

**M**=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MS**=Self Identified Minority Owned **WS**=Self Identified Women Owned

#### WSCA

The Western States Contracting Alliance (WSCA) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. WSCA contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. WSCA contracts are available for use by public agencies when approved by the State Purchasing Director. List of current WSCA contracts



© Copyright 2012 Department of Enterprise Services



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:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 30

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:

☐ 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: Commissioners Office

DIVISION (if applicable): Bds/Coms

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/10/2015

#### NARRATIVE OF REQUEST

With the resignation of Board of Adjustment member, Marshall Tate, the alternate member, Bill Grennan is requesting he be appointed to fill the regular position.

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

Approve the appointment of Bill Grennan to fill an unexpired term on the Board of Adjustment, effective immediately



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

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

REQUESTED MEETING DATE:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 31

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: Commissioners Office

DIVISION (if applicable): Personnel Policy

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/10/2015

#### NARRATIVE OF REQUEST

At the December 9, 2015, 367C Labor/Management meeting, the current Senior Appraiser job description was presented with suggested amendments. The amendments included increasing real property appraiser experience from two years to three years, and moving Course 102-Incoming Approach to Valuation from mandatory to preferred. Following discussion, the L/M team approved the changes. The amendments to this position have no monetary value.

We are also including in this resolution the other 'grade' amendments to several positions as adopted in the fy2016 budget.

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

Adopt Resolution 2015-\_\_\_\_\_ modifying the Personnel Policy and amending the following job descriptions:

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

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION MODIFYING THE PERSONNEL POLICY, RULES AND REGULATIONS.**

**WHEREAS**, various provisions in Chapters 36.16 and 36.17, RCW, and RCW's 36.32.390 and 36.32.400 authorize this Board to set the salaries and to provide appropriate benefit plans and payments for the officers and employees of the County of Pacific; and

**WHEREAS**, this Board has adopted and implemented a policy for administration of personnel rules and regulations to provide equality of employment for all employees of the County of Pacific that needs to be regularly reviewed and periodically modified; and

**WHEREAS**, the current job classification is in need of updating to adequately reflect the job duties of the following job descriptions:

Chief Deputy	Grade 13
Senior Appraiser	Grade 12
District Court Clerk/Administrator	Grade 11
Legal Assistant	Grade 10
Facilities Maintenance Supervisor	Grade 10
Facilities Maintenance Assistant	Grade 9

**WHEREAS**, the attached job descriptions will satisfactorily represent the work that is being performed; and

**WHEREAS**, the Personnel Policy requires formal resolution of this Board for certain forms of compensation and benefits; now, therefore,

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON**, that the attached job descriptions are hereby adopted.

**BE IT FURTHER RESOLVED** that this resolution is deemed to have become effective the 1<sup>st</sup> day of January, 2016.

**PASSED** by the Board of Pacific County Commissioners the 22<sup>nd</sup> day of December, 2015, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage.

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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



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

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

REQUESTED MEETING DATE:  
12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 32

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required


☐ OTHER: \_\_\_\_\_

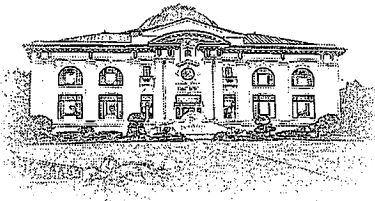
#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/14/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm Chair's signature on letter of support to DSHS Division of Behavioral Health & Recovery for marijuana tax funds to provide substance abuse prevention services	



# *Pacific County* **COMMISSIONERS**

---

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

December 14, 2015

DSHS- Division of Behavioral Health & Recovery  
Community Base Prevention Services  
Grant Selection Committee  
pritraining@dshs.wa.gov

Dear Selection Committee:


We are pleased to provide this letter of support for Pacific County Health & Human Service's proposal to DBHR for marijuana tax funds to provide substance abuse prevention services in the South Bend, Raymond, Naselle, and Willapa Valley school districts. Our health department staff have many years of experience in grant management, and have successfully coordinated the implementation of a variety of program targeting youth of all ages.

This project intends to expand and support substance use prevention services to four of our six school districts that are currently significantly underserved. Currently, direct prevention services are limited to the Ocean Beach school district as the only designated CPWI community in Pacific County.

As a Board we recognize the importance of substance abuse prevention education for our youth. We have demonstrated our commitment by approving funding from the 1/10<sup>th</sup> mental health and substance abuse sales tax increase to support one, full time prevention specialist to provide programming at our underserved school districts in the 2015-16, and 2016-17 school years. There are so many unmet mental health and substance abuse treatment and prevention needs across our community it was a challenge to prioritize the many requests that far exceeded the revenue we have collected from the new tax.

While we recognize that one prevention specialist cannot adequately address the needs of students in four school districts it does provide some capacity where now there is none. With your support this prevention programming will enhance our ability to provide valuable benefits for our youth, the schools, families, and the community as a whole, and assure services to youth county-wide.

Sincerely,

  
Steve Rogers  
Chairman



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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 33

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: PTP

DATE: December 15, 2015

#### NARRATIVE OF REQUEST

Please consider adopting the attached resolution in the matter of creating Fund 161 - PACCOM Special Account. During the general election held on November 3, 2015, voters of Pacific County approved Pacific County Proposition No. 1, which will increase retail sales tax by one-tenth of one percent in the county effective April 1, 2016. All revenue related to this pending tax increase would be collected in Fund 161, and all related expenditures would occur in this fund, as well.

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

Adopt Resolution 2015-\_\_\_\_ creating Fund 161 PACCOM Special Account



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015-\_\_\_\_\_

**IN THE MATTER OF CREATING FUND 161 – PACCOM SPECIAL ACCOUNT**

**WHEREAS**, during the general election held on November 3, 2015, voters of Pacific County approved Pacific County Proposition No. 1, which will increase sales tax by one-tenth of one percent in the county effective April 1, 2016; and

**WHEREAS**, the revenue generated by this one-tenth of one percent sales tax increase shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities per RCW 82.14.420; and

**WHEREAS**, the creation of a new special revenue fund for the collection of this one-tenth of one percent sales tax revenue will allow for better accountability and transparency related to the expenditure of said revenue; and

**WHEREAS**, expenditures are anticipated in connection with these moneys; and

**WHEREAS**, the Pacific County Treasurer is charged with the duty of keeping county funds; now, therefore

**IT IS HEREBY RESOLVED** by the Board of Pacific County Commissioners that the County Auditor and the County Treasurer are hereby authorized to create Pacific County Communications (PACCOM) Special Account Fund 161 to be used in the aforementioned purposes; and

**IT IS HEREBY FURTHER RESOLVED** that revenue generated by the one-tenth of one percent sales tax increase for emergency communication systems and facilities shall be collected in Fund 161.

**PASSED** by the following vote this 22<sup>nd</sup> day of December, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

ATTEST:

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

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

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



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

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

REQUESTED MEETING DATE:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 34

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 15, 2015

#### NARRATIVE OF REQUEST

Please consider adopting the attached resolution in the matter of defining and adopting all county funds for accounting standards per Governmental Accounting Standards Board Statement No. 54 (GASB 54). Resolution #2014-056 would be repealed by way of adopting this new resolution.

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

Adopt Resolution 2015-\_\_\_\_ pertaining to Governmental Accounting Standards Board Statement No. 54 (GASB 54) and repealing Resolution 2014-056

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015-\_\_\_\_\_

**IN THE MATTER OF DEFINING AND ADOPTING ALL COUNTY FUNDS FOR  
ACCOUNTING STANDARDS PER GOVERNMENTAL ACCOUNTING STANDARDS BOARD  
STATEMENT NO. 54 (GASB 54)**

**WHEREAS**, the Governmental Accounting Standards Board Statement No. 54 (GASB 54) has redefined when the county can report governmental funds outside of the general fund; and

**WHEREAS**, to prevent the county from having to consolidate funds into the general fund, all governmental funds not otherwise restricted by an outside source such as state law, contract, or grant must be committed by the county legislative authority; and

**WHEREAS**, the Board of Pacific County Commissioners previously adopted Resolution No. 2014-056 in the matter of defining and adopting all county funds for accounting standards per GASB 54; now, therefore

**IT IS HEREBY RESOLVED** that the Pacific County Current Expense Fund and Special Revenue Funds be defined and committed to purposes as listed in Attachment A of this resolution; and

**IT IS HEREBY FURTHER RESOLVED** that Resolution No. 2014-056 shall be repealed on December 31, 2015 at 11:59:59 PM and replaced with this resolution.

**PASSED** by the following vote this 22<sup>nd</sup> day of December, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

ATTEST:

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

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

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

Provided that expenditures are made in accordance with the designated purpose(s) and/or restriction(s) set forth for each County Fund in this Attachment A, appropriated expenditures for each County Fund may include expenses within any of the following budget categories:

- Capital Expenditures
- Debt Service
- Operating Expenses
- Personnel (including salary and benefits)

### **CURRENT EXPENSE FUND**

---

#### **Fund 001: General Fund**

The use of revenue is generally unassigned and may be used for Pacific County's general expenses.

### **SPECIAL REVENUE FUNDS**

---

#### **Fund 102: Pacific County Emergency Management Agency (PCEMA)**

The use of contributions from cities is restricted to the preparation for and the carrying out of all County emergency management functions as defined in RCW 38.52.010.

#### **Fund 104: Road Fund**

The use of revenue provided through property, private harvest, motor fuel tax and state forest board transfer lands are restricted per RCW 36.82.010.

#### **Fund 105: Veterans Fund**

The use of revenue provided through property tax is restricted per RCW 73.08.080.

#### **Fund 106: Tourism Development**

The use of revenue provided by hotel/motel tax is restricted per RCW 67.28.181.

#### **Fund 108: Flood Control**

The use of revenue provided by flood control fees and charges are designated for the development and implementation of appropriate projects for mitigation of surface water runoff within the active district boundaries.

#### **Fund 109: Vegetation Management**

The use of revenue generated by vegetation control for the road department is restricted per RCW 17.10.240.

#### **Fund 110: Treasurer's Operation & Maintenance**

The use of revenue generated by treasurer fees is restricted per RCW 84.56.020.

#### **Fund 111: Auditor's Operation & Maintenance**

The use of revenue generated by centennial document preservation is restricted per RCW 36.22.170.

#### **Fund 112: Treasurer REET Technology**

The use of revenue is restricted per RCW 82.45.180.

Fund 117: Election Reserve

The use of revenue generated by election costs and voter registration charges is restricted per RCW 36.33.200.

Fund 118: Health & Human Services

The use of revenue generated by taxes and fees is restricted for managing public health regulations; additionally, revenue is restricted per grant requirements.

Fund 119: Mental Health

The use of revenue generated by one-tenth of one percent of sales and use tax for chemical dependency or mental health treatment services or therapeutic courts is restricted per RCW 82.14.460.

Fund 301: Capital Improvements

The use of revenue generated by taxes is restricted per RCW 82.46.010 and RCW 82.46.035.

Fund 302: Public Facilities Improvement

The use of revenue generated by local sales tax is restricted per RCW 82.14.370.

Fund 128: Shellfish On-Site Sewage Program

The use of revenue is restricted per grant requirements.

Fund 138: Court Special Accounts Fund

The use of revenue generated from collections is restricted per RCW 36.18.016 and RCW 26.12.240.

Fund 141: Community Development – Building

The use of revenue generated by building permit fees, plus associated licenses and surcharges, is restricted for managing community development building regulations.

Fund 142: Community Development – Environmental Health

The use of revenue generated by licensing and permitting fees is restricted for managing community development environmental health regulations; additionally, revenue is restricted per grant requirements.

Fund 143: Community Development – Planning

The use of revenue generated by licensing and permitting fees is restricted for managing community development land-use planning regulations; additionally, revenue is restricted per grant requirements.

Fund 160: Pacific County Communications (PACCOM)

The use of revenue received by other entities and excise tax is restricted per RCW 38.52.510.

Fund 161: Pacific County Communications (PACCOM) Special Account

The use of revenue generated by one-tenth of one percent of sales and use tax for emergency communication systems and facilities is restricted per RCW 82.14.420.

Fund 178: Affordable Housing for All

The use of revenue is restricted per RCW 36.22.178.

Fund 179: Homeless Housing and Assistance

The use of revenue is restricted per RCW 36.22.179.

Fund 191: Becca Reserve

The use of revenue is restricted per grant requirements.



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:  
12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 35

BOCCA ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): DPW/Roads

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: 12/8/15

### NARRATIVE OF REQUEST

Attached for your consideration is an MOU with the Road Crew Union (367). This MOU addresses an oversight in the last collective bargaining agreement (CBA). We had negotiated an increase in the annual clothing allowance from \$275 to \$350. Both the Union and I missed this in our final read of the CBA. This MOU updates that section of the CBA.

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

Move to approve MOU with Local 367 amending the language in Section 30.3 in the current collective bargaining agreement to reflect an increase in the annual clothing allowance from \$275 to \$350. and authorize Chair to sign

MEMORANDUM OF UNDERSTANDING

By and Between

PACIFIC COUNTY

And

WSCCCE/AFSCME LOCAL 367

The parties mutually agree to the following;

Section 30.3 Clothing Allowance-All Positions is hereby amended to read:

Effective January 1, 2015, an additional Three Hundred and Fifty Dollars (\$350) per year for providing for personal protective clothing, including hip boots, raingear, work gloves, and similar personal equipment desired by the member, payable in a single lump sum in November each year covered by this Agreement. For 2016, members will receive one lump sum payment of Two Hundred and Seventy Five Dollars (\$275) in November and one payment for the remaining Seventy Five Dollars (\$75) on December 31<sup>st</sup>, 2015.

All other conditions of the July 1, 2014- December 31, 2016, Local 367C Collective Bargaining Agreement remain unchanged.

Dated this 22<sup>nd</sup> day of December, 2015.

Pacific County

AFSCME Local 367

Board of County Commissioners

\_\_\_\_\_  
Steve Rogers, Chair

  
\_\_\_\_\_  
Larry Clark, Staff Representative

  
\_\_\_\_\_  
Greg Chalker, President



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:  
12-22-15

## AGENDA REQUEST FORM

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

Agenda Item #: 36

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): PACCOM

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 12-8-15

#### NARRATIVE OF REQUEST

Attached for your consideration is an MOU with the PACCOM Member Agencies regarding the use of the funds generated by the 1/10 of 1 percent increase in sales tax passed by voters in November.

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

Move to approve MOU with PACCOM Member Agencies regarding receipt and expenditure of funds received from an increase of 1/10th of 1% sales tax approved by voters in November of 2015.



Name of Contractor: PACCOM Member Agencies

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
MOU Between Pacific County and PACCOM Member Agencies

☐ **W-9 Attached** for all vendors/contractors (County issuing payment to)

☐ **Certificate of Insurance Attached** (if required)

Indicate type ☐ Intergovernmental/Interagency

☐ Employment/Special Services Agreement

☐ Federal Contract

☐ Memorandum of Understanding/Agreement

☐ Interoffice/Interdepartmental

☐ State Contract

Contractor Type (check all that apply):

☐ For-Profit

☐ Private Organization/Individual

☐ Non-Profit

☒ Public Organization/Jurisdiction

☐ State

☐ Sub-Recipient

☐ Federal

☐ Other

**Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

**TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):**

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000)

☐ Limited PW Process (<\$40,000)

☐ Small PW Process (<\$300,000)

☐ PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids)

☐ \$5,000-\$25,000 (use small works roster)

☐ >\$25,000 (competitive bids)

Services / Leases:

☐ Architectural & Engineering

☐ Personal Services

☐ Lease (Personal Property i.e. copier, printer)

☐ Lease (Real

☐ Telecomm & Data Processing

☐ Other (Describe):

To be located at: \_\_\_\_\_

**Exceptions to Bidding (Please provide appropriate documentation):**

☐ Insurance/Bonds

☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase\*

☐ Special Facilities/Market Conditions

\*Resolution Required

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

Please attach the following:

- Copy of Intergovernmental Agreement with other agency

- Confirmation that vendor agrees to participation

- Documentation that contract was awarded in compliance with bidding law

- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP

☐ RFQ

☐ Franchise

☐ Annexation

☐ Ordinance

☐ Resolution

☐ Appeal

☐ Inventory Acquisition/Disposal

☐ Tort Claim

☐ Call for Bids

☐ Open Space

☐ Post, Advertise, & Fill Position

☐ Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**

TOTAL COST/AMOUNT (include sales & use tax):

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: \_\_\_\_\_XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

Memorandum of Understanding

Between

Pacific County

And

PACCOM Member Agencies

This Memorandum of Understanding between Pacific County, hereinto referred to as "County", and PACCOM Member Agencies, hereinto referred to as "Agency" is an agreement for receipt and expenditure of Funds received from an increase of 1/10 of 1% sales tax, herein referred to as "sales tax" approved by the voters in November 2015 (Proposition #1).

It is mutually agreed that:

- RCW 82.14.420 states that moneys received from any tax imposed under this RCW shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communications.
- Funds from Proposition #1 (1/10 of 1% sales tax increase) will be received from the State Department of Revenue by the County Treasurer and deposited into Special Revenue, FUND #161, PACCOM Special Account.
- Decisions regarding how funds collected through the 1/10 of 1% will be expended will be directed by the provisions listed below:
  - Expenditures from FUND #161 will only occur with prior approval of the PACCOM Admin Board. This approval will be recorded in the PACCOM Admin Board minutes, and generally will be at the time of the annual budget preparation, approval and recommendation to the Board of County Commissioners. Approval can be provided in person, by email or phone to the Admin Board Chairperson.
    - In the case of unanticipated capital purchases, the PACCOM Admin Board will call a special meeting to review the request and provide a written recommendation to the BOCC for a supplemental to the current year's budget. Admin Board members can attend special meeting in person, or join by phone.
  - Beginning in 2016, the first \$50,000 received in sales tax will be reserved for capital purchases. Annually thereafter a minimum of 10% of the sales tax collected in FUND #161 will be reserved in FUND #161 for capital purchases. By a majority vote of the Admin Board, more than the minimum 10% can be reserved for future capital purchases. At no time, can less than 10% be reserved for capital purchases.

- With the approval of the PACCOM Admin Board, revenue that has been reserved in FUND #161 for capital purchases can be included in the upcoming year's budget to offset the cost of specific capital purchases.
- Remaining funds ((total funds collected the previous year in FUND #161 minus the amount reserved for capital purchases (\$50,000 in 2016 and min of 10% annually thereafter)) collected the previous year will be used to offset PACCOM operating expenses, including personnel for the upcoming year. For example, total revenue collected in calendar year 2016 minus \$50,000 reserved for capital will be the amount available to be budgeted for 2017.
- Annually, by June 30<sup>th</sup>, the Sheriff's Office will provide a copy of both FUND #160 and FUND 161 status report to the PACCOM Board and Budget Committee. This status report will include projected ending FUND balances for that calendar year.
- In preparing the annual budget for the Budget Committee's review, the PACCOM Director will reduce the overall proposed PACCOM expenses by the estimated FUND #161 revenue that will be budgeted in the upcoming year prior to application of the formula being applied to share expenses among all member agencies. This revenue source will be handled the same as other "outside" revenue sources, it will be deducted from the overall projected PACCOM expenses.
- The PACCOM Budget Committee will prepare two proposed budgets for review and approval by the PACCOM Admin Board. One for FUND #161 which will include a transfer to the PACCOM budget (FUND #160) for operating expenses, and a reserved amount for capital expenses, and the second will be the annual overall PACCOM budget (FUND #160).

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

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

ATTEST:

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



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

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

REQUESTED MEETING DATE:

12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 37

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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/14/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Interlocal Agreement for Pacific Mountain Workforce Region Workforce Investment Act Implementation with Grays Harbor, Lewis, Mason and Thurston Counties	

Name of Contractor: <u>Pacific Mountain Workforce Region</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): <u>Interlocal Agreement</u>	
<input type="checkbox"/> <b>W-9 Attached</b> for all vendors/contractors (County issuing payment to) <input type="checkbox"/> <b>Certificate of Insurance Attached</b> (if required)	
Indicate type <input checked="" type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub-Recipient <input type="checkbox"/> Federal <input type="checkbox"/> Other	
Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real <input type="checkbox"/> Telecomm & Data Processing <input type="checkbox"/> Other (Describe) :	
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions <u>*Resolution Required</u>	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space <input type="checkbox"/> Post, Advertise, & Fill Position <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):   	
TOTAL COST/AMOUNT (include sales & use tax): _____ TOTAL TAX: _____ TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: _____,XXX.XXX.XX.XX EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No      SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No      DESCRIBE MATCH: _____ MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No      AMOUNT OF MATCHING FUNDS: _____	

INTERLOCAL AGREEMENT  
For  
PACIFIC MOUNTAIN WORKFORCE REGION  
WORKFORCE INVESTMENT ACT IMPLEMENTATION

THIS INTERLOCAL AGREEMENT (hereinafter called "Agreement") is hereby made by and between GRAYS HARBOR COUNTY, LEWIS COUNTY, MASON COUNTY, PACIFIC COUNTY, and THURSTON COUNTY, all municipal corporations, hereinafter referred to as Counties or Parties.

It is hereby agreed as follows:

I. Preamble and Purpose

Since October 1, 1983, the Counties have worked together on workforce development. Through previous Interlocal agreements, the Counties have established a five-county Consortium, called Pacific Mountain Workforce Consortium. The region formed by the five counties has been designated by the Governor of the State of Washington as one of the State's workforce development areas mandated by the Workforce Innovation and Opportunity Act of 2014 (WIOA). The Counties collaborated on the formation of the Pacific Mountain Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the Workforce Innovation and Opportunity Act of 2014 as the workforce development board for the Consortium region.

This agreement is made under the authority of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW, which permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities.

The Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region.

II. Terms

This Agreement shall be effective upon execution by all parties. Its term shall be reviewed and approved by all parties for extension every five years, unless amended or terminated pursuant to the provisions of Sections VIII and IX below.

III. Roles and Responsibilities

1. The Pacific Mountain Workforce Consortium of the five Counties that are party to this Agreement shall continue for the purpose of delivery of workforce development programs, in the five-county region, funded primarily, but not exclusively, by the Act or subsequent federal employment and training legislation.

2. Each County will appoint one County Commissioner and an alternate member to a Consortium Board. The Consortium Board shall constitute the role of the Chief Elected Official in accordance with Section 661.300(e) of the Act.

Duties of the Consortium Board, acting as the Chief Elected Official include:

1. Participate in development of the Pacific Mountain Workforce Development area strategic, regional, and operations plan.
2. Approve the annual administrative and program budgets as developed by the Workforce Development Council.
3. Certification that the Consortium and Council meet all requirements, federal and state, for designation as a Local Workforce Development Area.
4. Adopt policies and procedures which require joint approval of the chief elected official and the Workforce Development Council.
5. Develop and approve the appointment policy and procedures for Workforce Development Council membership.
6. Approve the selection of the One-Stop Operator recommended by the Workforce Development Council.
7. Develop formal agreement with the Workforce Development Council on the specific responsibilities of each party.
8. Appoint the Consortium Board Chair as a non-voting member of the Workforce Development Council Executive-Finance Standing Committee. The Consortium Board shall meet at least quarterly to conduct required business of the Chief Elected Official. A quorum of the Consortium Board will require presence of three of the five Counties be represented. Decisions will be made by a majority of the members present.
9. The Consortium shall request that the Pacific Mountain Workforce Development Council ("the Council"), a 501(c)(3) not for profit corporation of the State of Washington, continue to be certified by the Governor of the State of Washington as the local workforce investment board for the Consortium, provided that the Council membership includes at least three business representatives from each of the Counties and also remains consistent with the adjusted requirements of the Consortium, the State and provisions of the Opportunity Act and any successor legislation. The Consortium of the five Counties intends to designate the Pacific Workforce Development Council as the local grant recipient and fiscal agent for WIOA funds in accordance with Section 107(d)(12)(B)(i) of the Opportunity Act, acting on behalf of the five Counties effective July 1, 2014.
10. The Consortium Board shall enter into a written agreement with the Council that addresses the responsibilities of the Council to meet the requirements of the law:



1. Increase, for individuals in the United States particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market.
2. To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible and high-quality workforce development system in the Pacific Mountain Workforce Development Area.
3. To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide the Region's workers with skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide the Region's employers with skilled workers the employers need to succeed in the global economy.
4. To promote improvement in the structure of and delivery of services through the Pacific Mountain workforce development system to better address the employment and skill needs of workers, jobseekers and employers.
5. To increase the prosperity of workers and employers in the Region, the economic growth of communities, and Counties, and the global competitiveness of the State.

Council Responsibilities:

- a. Review and re-write the by-laws of the Pacific Mountain Workforce Development Council to include, at a minimum, definition of "conflict of interest" and prohibition of such perceived or actual conflicts, based on standards set forth by the Internal Revenue Service; Perform all the functions assigned by the Act and any future replacement of the legislation to the local workforce council grant recipient and fiscal agent; described in Act.
- b. Maintain accounting systems for grant awards pursuant to the Act and other funds intended to be used for workforce development programs;
- c. Obtain commercial liability insurance and errors and omissions coverage that is acceptable to the Consortium Board;
- d. Deliver programs of Workforce Development activities and obtain bonds for all employees with financial control responsibilities;
- e. Assure that funds and programs are allocated for the highest and best use for regional workforce development pursuant to the law, state policy, and strategic plan requirements and as approved by the Governor of the State of Washington.
- f. Negotiate and award contracts in accordance with federal and state contracting requirements to implement workforce development programs and the strategic plans and policies;

- g. Develop and manage budgets for administrative and service delivery functions of Workforce Development in the five-County region.
- h. Develop service delivery contracts, conduct audits and oversight of service providers.
- i. Conduct oversight for workforce development activities; ensure the appropriate use, management and investment of funds to maximize performance outcomes.
- j. Conduct an annual, joint meeting of the Consortium and Council for the purposes of reporting, updating, and coordinating regional activities.
- k. Develop strategic local and regional plans pursuant to criteria established by the US Department of Labor, Washington State Workforce Training and Education Coordinating Board and the Employment Security Department;
- l. Promote the participation of private sector employers and partnerships in the statewide workforce system by connecting, brokering, and coaching activities. Convene, broker, leverage system stakeholders and partnerships.
- m. Coordinate the workforce activities carried out within the area with economic development strategies and develop other employer linkages. Engage employers to promote economic growth and emerging employment opportunities and education and training partners to align, develop, and implement career pathways.
- n. Identify, disseminate, and promote proven and promising strategies and initiatives to meet the needs of regional employer and job seeker customers
- o. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development systems.
- p. Negotiate and reach agreement on local performance measures with the Governor of the State of Washington.
- q. Establish goals, policies and performance accountability measures for workforce development programs in the Consortium region.
- r. Designate or certify one-stop operators, identify eligible providers of youth activities, and identify eligible training providers for adults and dislocated workers for the diverse needs of a region.
- s. Annually assess the physical and programmatic accessibility of all one-stop centers in the local area.
- t. Assist the Governor in the development of a statewide employment statistics system.

- u. Carry out all other necessary functions to administer and implement the workforce investment programs.
11. Should the Pacific Mountain Workforce Development Council be unable or unwilling to carry out the administrative and fiscal agent duties and functions of the Workforce Development Act, or if performance of these duties is not satisfactory to the Consortium Board, a corrective action plan will be developed. If the corrective action taken by the Council is not satisfactory to the Consortium Board, the agreement between the Consortium and the Council may be terminated.
  12. If any grant or contract sought by the Council requires a specific county local share of the total amount contemplated by the grant or contract, that local share shall be contributed by the party that will benefit by the grant or contract or by a sub-grantee or subcontractor that is contracting for the performance of services contemplated by said grant or contract. Should such specific local county match be required, prior approval of such commitment of required funds shall be received before proceeding with the grant process or contract.
  13. All assets relevant to this Agreement shall be handled or transferred according to applicable local or state procedures. In the event of termination of this Agreement, disposition of all property acquired under this Agreement shall be in accordance with applicable federal or state law or regulations.

#### IV. Hold Harmless and Indemnification

Each party agrees to indemnify and hold harmless the other parties, their elected officials and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action or any kind of nature, including but not limited to attorney's fees and costs, arising from the action and/or inactions of the other parties, their elected officials and appointed officers, employees, and agents in conjunction with this Agreement. In the event of concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected officials and appointed officers, employees, and agents.

#### V. Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

#### VI. Non-Discrimination

The Consortium and each of the parties shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1988, including the implementing regulations set forth at 29 CFR part 37 prohibiting discrimination based on race, ethnicity, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, sexual orientation, or participation in a Workforce Investment Act financed program or activity. The

Consortium and each of the parties shall also comply with the Washington Law against Discrimination, Chapter 49.60 RCW.

VII. Jurisdiction

This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Washington State.

VIII. Amendment

This Agreement may be amended at any time by written agreement signed by each of the Counties.

IX. Termination

Any County may terminate its participation in the Consortium by giving written notice to each of the other parties to this Agreement of its intention to so terminate, provided that no termination shall be effective except at the expiration of one complete calendar year following the calendar year during which the notice is received.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Commissioner

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

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

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

Attest:

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

APPROVED AS TO FORM:

MARK MCCLAIN  
PROSECUTING ATTORNEY

BY: \_\_\_\_\_



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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 38

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ OTHER: \_\_\_\_\_

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

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

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 16, 2015

### NARRATIVE OF REQUEST

Consider adopting the attached resolution regarding fiscal year 2015 budget category transfers.

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

Adopt Resolution 2015-\_\_\_\_\_ pertaining to fy2015 budget category transfers



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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 39

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: General Administration

DIVISION (if applicable): PACCOM

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE:

*Kathy Spoor*

DATE: 12-16-15

#### NARRATIVE OF REQUEST

Enclosed for your consideration is an interlocal agreement with the City of Ilwaco for repayment of their portion of the intergovernmental loan made for purchase of PACCOM radio equipment.

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

Move to approve Interlocal Agreement with the City of Ilwaco for Repayment for Purchase of Dispatch Radio Equipment per County Resolution 2014-065. Repayment to be deposited into Fund 197.

Name of Contractor: City of Ilwaco

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Interlocal Agreement for the Repayment for Purchase of Dispatch Radio Equipment

☐ **W-9 Attached** for all vendors/contractors (County issuing payment to) ☐ **Certificate of Insurance Attached** (if required)

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

Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual  
☐ Non-Profit ☐ Public Organization/Jurisdiction  
☐ State ☐ Sub-Recipient  
☐ Federal ☐ Other

**Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

**TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):**

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000) ☐ Limited PW Process (<\$40,000)  
☐ Small PW Process (<\$300,000) ☐ PW Project (>\$300,000)  
Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids) ☐ \$5,000-\$25,000 (use small works roster) ☐ >\$25,000 (competitive bids)  
Services / Leases: ☐ Architectural & Engineering ☐ Personal Services  
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real  
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: \_\_\_\_\_

**Exceptions to Bidding (Please provide appropriate documentation):**

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

*\*Resolution Required*

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution  
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids  
☐ Open Space ☐ Post, Advertise, & Fill Position  
☒ Other (please describe): repayment of intergovernmental loan

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**

TOTAL COST/AMOUNT (include sales & use tax): \$13,546 repayment

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:





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:  
12/22/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 40

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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/16/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Indigent Defense Contracts (per month) as follows: NDC: Scott Harmer-\$2,575 and Nancy McAllister not to exceed \$600 (Conflicts); At Risk Youth/CHINS/Truancy: Mike Turner-\$754; Adult Felony: David Hatch and Harold Karlsvik-\$4,480 and Nancy McAllister and David Arcuri-\$2,241; SDC Civil Contempt (Conflicts) and Juvenile Offender: Edward Penoyar-\$1,295, subject to successful negotiation of contract language and adequate budget appropriations	



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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 41

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 14, 2015

#### NARRATIVE OF REQUEST

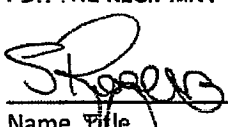
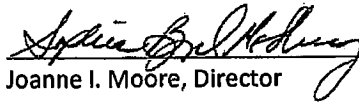
Confirm Commissioner Rogers' signature on Washington State Office of Public Defense Agreement No. ICA16270 (attached).

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

Confirm Chairman Rogers' signature on WA State Office of Public Defense Agreement No. ICA16270

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<b>1. Recipient –RCW 10.101.070 Funds</b> Pacific County 300 Memorial Avenue South Bend, WA 98586	<b>2. Recipient Representative</b> Paul Plakinger Management & Fiscal Analyst PO Box 6 South Bend, WA 98586
<b>3. Office of Public Defense (OPD)</b> 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	<b>4. OPD Representative</b> Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
<b>5. Distribution Amount</b> \$36,315.00	<b>6. Use Period</b> January 1, 2016 through December 31, 2016
<b>7. Purpose</b> Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.	
The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2016 and end December 31, 2016. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
<b>FOR THE RECIPIENT</b>  Name, Title Chair 12/10/2015 Date	<b>FOR OPD</b>  For Joanne I. Moore, Director 12/14/15 Date

## **SPECIAL TERMS AND CONDITIONS**

### **1. AGREEMENT MANAGEMENT**

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

### **2. DISTRIBUTION AMOUNT**

The Distribution Amount is Thirty Six Thousand Three Hundred Fifteen and 00/100 Dollars (\$36,315.00) to be used for the purpose(s) described in the USE OF FUNDS below.

### **3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for county or court technology systems or administrative equipment.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

### **4. USE OF FUNDS**

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds in calendar year 2016. If Recipient is unable to use the funds in 2016, the Recipient agrees to notify OPD to determine what action needs to be taken.
- c. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

### **5. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions
- General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Recipient 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.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

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

6. **CONFORMANCE**

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

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement 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.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

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

**13. RECORDS MAINTENANCE**

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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.

**14. RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

**15. SEVERABILITY**

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

**16. 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 Agreement unless stated to be such in writing.



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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item#: 42

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): Local 367C

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 12/9/15

### NARRATIVE OF REQUEST

Attached for your consideration are two MOUs with Local 367C (Courthouse Union).

The first MOU reflects the re-grading of 4 represented positions. These changes were included in the 2016 budget.

The Senior Appraiser job description is also being amended. The amendments include increasing rear property appraiser experience from two years to three years, and moving Court 102-Incoming Approach to Valuation from mandatory to preferred. The 367C Labor/Management Team approved of these changes at their meeting of December 9, 2015.

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

Move to approve MOU with Local 367C regarding re-grading of certain represented positions, authorize Chair to sign

MEMORANDUM OF UNDERSTANDING

By and Between

PACIFIC COUNTY

And

WSCCCE/AFSCME LOCAL 367C

The parties mutually agree to the following;

The following 367C represented positions will be reclassified as of January 1, 2016:

Position Title	Current Grade	Reclassified Grade
District Court Administrator	10	11
Legal Assistant	9	10
Facilities Maintenance Assistant	7	9
Facilities Maintenance Supervisor	9	10

Furthermore, any member currently filling one of these positions will be reclassified to the higher grade, and maintain their current step per Article 9.3 of the Current Collective Bargaining Agreement.

All other conditions of the 2014-2016 Local 367C Collective Bargaining Agreement remain unchanged.

Dated this 9<sup>th</sup> day of December, 2015.

Pacific County

AFSCME Local 367C

Board of County Commissioners

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Larry Clark, Staff Representative

\_\_\_\_\_  
Tammy Engel, President





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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 43

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 17, 2015

### NARRATIVE OF REQUEST

Consider transferring local agency responsibility of the Washington State Historical Society Heritage Capital Projects Grant No. HCP 17-24 from the Port of Chinook to Pacific County. The County is offering to take over the management of this grant project due to recent financial hardships suffered by the Port of Chinook.

This is a \$79,000.00 grant spanning state fiscal years 2015-2017 (any state funds not expended and billed by the end of the biennium, June 30, 2017, will lapse on that date unless reappropriated by the Washington State Legislature). Funds awarded under this grant contract shall be used by the grantee solely for the Chinook School Restoration Project.

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

Approve transfer of local agency responsibility of the WA State Historical Society Heritage Capital projects Grant No. HCP 17-24 from Port of Chinook to Pacific County

**RCW 42.30.110**  
**Executive sessions.**

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

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

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

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

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

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

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

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

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

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

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

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

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



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:

12/22/15

## AGENDA REQUEST FORM

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

Agenda Item #: 45

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: December 15, 2015

#### NARRATIVE OF REQUEST

Consider adopting the attached resolution regarding fiscal year 2015 supplemental budget appropriations.

Open Public Hearing

Swear in those wishing to testify

Close Public Hearing

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

Adopt Resolution 2015-\_\_\_\_\_ in the matter of supplemental budget(s) for the allowance of certain expenditures for fiscal year 2015

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015-\_\_\_\_\_

**IN THE MATTER OF SUPPLEMENTAL BUDGET(S) FOR THE  
ALLOWANCE OF CERTAIN EXPENDITURES FOR FISCAL YEAR 2015**

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

**WHEREAS**, it appears that the expenditure of such funds could not have been reasonably foreseen at the time of adoption of the fiscal year 2015 budget; and,

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

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

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

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

**PASSED** by the following vote this 22<sup>nd</sup> day of December, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chair

ATTEST:

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

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

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

<b>Revenue Source</b>	
(001) Current Expense - Fund Balance	\$551,200.00
(001) Clerk - Crisis Support Network	\$2,000.00
(118) Health & Human Services - Housing	\$6,000.00
(125) Capital Improvements Fund - Operating Transfer from Current Expense	\$250,000.00
(197) Cumulative Reserve - Operating Transfer from Current Expense	\$250,000.00
(522) Payroll Internal Services - Fund Balance	\$40,000.00
	<b>\$1,099,200.00</b>

<b>Expenditure Use</b>	
(001) Clerk - Operating	\$5,000.00
(001) Interfund Support - Operating Transfer to Fund 125	\$250,000.00
(001) Interfund Support - Operating Transfer to Fund 197	\$250,000.00
(001) Prosecutor/Coroner - Operating	\$25,000.00
(001) Sheriff: Corrections - Operating	\$20,200.00
(001) South District Court - Operating	\$3,000.00
(118) Health & Human Services - Operating	\$6,000.00
(125) Capital Improvements Fund - Operating	\$250,000.00
(197) Cumulative Reserve - Operating	\$250,000.00
(522) Payroll Internal Services - Operating	\$40,000.00
	<b>\$1,099,200.00</b>