

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

**Tuesday, December 8, 2015  
9:00AM or shortly thereafter as possible**

## **AGENDA**

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

### **Call to Order**

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

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

### **CONSENT ITEMS (A)**

- A) Approve regular meeting minutes October 27, 2015, November 10, 2015,  
and November 24, 2015

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, October 27, 2015**

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

**CALL TO ORDER – 9:00 AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Andi Harland, Public Works Accounting Manager  
Pat Matlock, Chief Criminal Deputy  
Scott McDougall, Emergency Management Deputy Director  
Faith Taylor-Eldred, Community Development Director  
Megan McNelly, Community Development Executive Assistant/Office Manager  
Kathy Langbraaten, Accountant

**GENERAL PUBLIC IN ATTENDANCE**

Mark Perez  
Gwen Brake

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

**PUBLIC COMMENT - None**

**CONSENT AGENDA**

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

**Approve regular meeting minutes of October 13, 2015**

**MEETING CLOSED – 9:01AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, November 10, 2015**

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

**CALL TO ORDER – 9:00 AM**

Frank Wolfe, Commissioner (Vice-Chair)  
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mary Goelz, Health & Human Services Director  
Eric Weston, Chief Deputy Prosecutor  
Scott McDougall, Emergency Management Deputy Director  
Shelly Flemetis, Chief Deputy (Treasurer)  
Faith Taylor-Eldred, Community Development Director

**ABSENT**

Steve Rogers, Chair

**GENERAL PUBLIC IN ATTENDANCE**

Pat Meyers, Willapa Harbor Herald (*recorded meeting*)  
Gary & Paula Mauro

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

**PUBLIC COMMENT** - None

**CONSENT AGENDA**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0  
Subject to adequate budget appropriations

**Approve Rainbow Valley Landfill Claims Vouchers; authorize Chair to  
sign:**

**City of Raymond - \$325.00**

**PUD No. 2 - \$32.11**

**Broadband Environmental Services - \$750.00**

**Dragon Analytical Laboratory - \$3,023.00**

**Royal Heights Transfer Station, Inc. - \$1,076.04**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, November 10, 2015**

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

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE:**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Eric Weston, Chief Deputy Prosecutor  
Mike Collins, Public Works Director/County Engineer  
Faith Taylor-Eldred, Community Development Director  
Tim Crose, Community Development Asst. Director

**GENERAL PUBLIC IN ATTENDANCE**

Gary & Paula Mauro  
Nancy Lloyd

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

**PUBLIC COMMENT - None**

**MEETING CLOSED – 9:01AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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

ATTEST:

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

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

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

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

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

**Tuesday, December 8, 2015  
9:00AM or shortly thereafter**

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

## **AGENDA**

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

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

12:00 PM Elected Officials Meeting

2:00 PM Regular Community Development monthly workshop

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**Call to Order**

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

**CONSENT ITEMS (Items 1-6)**

**Department of Public Works**

- 1) Approve Supplement #1 to Local Agency Agreement #LA-8632 pertaining to the Signing Upgrades and #LA-8633 pertaining to the Sandridge Road #91090 Crash Cushions; authorize Chair to sign

**Boards and Commissions**

- 2) Approve the reappointment of Jeff Nesbitt as County Representative on the Marine Resource Committee and the WRIA #24 Lead Entity

**General Business**

- 3) Approve Amendment #2 to the Contract for Services with Peninsula Poverty Response Team
- 4) Approve Vendor Claims:  
Warrants Numbered 129857 thru 129935 - \$330,753.76
- 5) Approve November payroll: total employees – 171; total payroll - \$687,527.06
- 6) Approve regular meeting minutes October 27, 2015, November 10, 2015, November 24, 2015 and continued meeting minutes of November 2, 2015

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

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

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 7) Consider approval of request to purchase backhoe and dump truck from State Bid
- 8) Consider approval of request for return of Payment and Performance Bond pertaining to the Sandridge Road Improvement Project

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT OF COM**

- 9) Consider approval of Grant #16-46108-22 with WA State Department of Commerce Community Services and Housing Division for the Consolidated Homeless Grant; authorize Chair to sign

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 10) Acknowledge resignation of board member Marshall Tate from the Flood Control Zone District Advisory Board and the Board of Adjustment
- 11) Consider adoption of Resolution 2015-056 establishing a Law Library Board of Trustees and appointment of trustees

**ITEMS REGARDING GENERAL BUSINESS**

- 12) Consider approval of Official Bond for Prosecutor Mark McClain
- 13) Consider adoption of Resolution 2015-057 authorizing fy2015 budget appropriation transfers
- 14) Consider approval of the hire of James Worlton, Public Records Coordinator
- 15) Rescind motion of July 14, 2015 and consider approval of Contract for Services with the Port of Chinook

**EXECUTIVE SESSION**

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

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

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

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

REQUESTED MEETING DATE:

12/08/15

## AGENDA REQUEST FORM

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

Agenda Item#: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

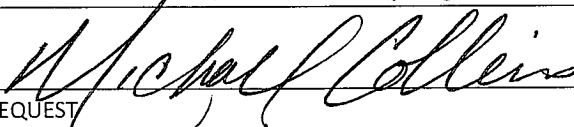
☐ Legal Required

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| <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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 11-30-15
NARRATIVE OF REQUEST Local Agency Agreement Supplement No. 1 (LA-8633) Crash Cushions requesting de-obligation of funds and Local Agency Agreement Supplement No. 1 (LA8632) Signing Upgrades requesting transfer of funds from Crash Cushions.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Supplement #1 to Local Agency Agreement #LA-8632 pertaining to the Signing Upgrades and #LA-8633 pertaining to the Sandridge Road #91090 Crash Cushions and authorize Chair to sign	





# Local Agency Agreement Supplement

Agency County of Pacific		Supplement Number <b>1</b>
Federal Aid Project Number HSIP-B256(010)	Agreement Number LA-8633	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on April 30, 2015

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

## Project Description

Name 2014 County Safety Selections - Sandridge Road # 91090 Crash Cushions Length 12.33 miles  
Termini SR101 to Bay Avenue

**Description of Work** ☐ No Change

Placement of crash cushions on utility poles on Sandridge Road

## Reason for Supplement

Request to de-obligate funds due to utility conflicts and re-obligate funds to Federal Aid No. HSIP-000S(403) - Agreement No. LA-8632 and close out Agreement.

Are you claiming indirect cost rate? ☐ Yes ☒ No Project Agreement End Date \_\_\_\_\_  
Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: \_\_\_\_\_

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE <u>90</u> % Federal Aid Participation Ratio for PE	a. Agency	5,000.00	-5,000.00	0.00		
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	5,000.00	-5,000.00			
Right of Way ____ % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction <u>100</u> % Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)		5,000.00	-5,000.00			

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

**Washington State Department of Transportation**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Director, Local Programs

Date Executed \_\_\_\_\_

Agency County of Pacific		Supplement Number <b>1</b>
Federal Aid Project Number HSIP-B256(010)	Agreement Number LA-8633	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

## VI. Payment and Partial Reimbursement

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

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

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

## VII. Audit of Federal Consultant Contracts

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

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

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

## VIII. Single Audit Act

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

## IX. Payment of Billing

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309). Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## XVII. Assurances

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



# Local Agency Agreement Supplement

Agency County of Pacific		Supplement Number <b>1</b>
Federal Aid Project Number HSIP-000S(403)	Agreement Number LA-8632	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on April 30, 2015

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

## Project Description

Name 2014 County Safety Selections - Pacific County Signing Upgrades Length Countywide

Termini Countywide

Description of Work ☒ No Change

## Reason for Supplement

Transfer funds from HSIP-B256(010), LA-8633.

Are you claiming indirect cost rate? ☐ Yes ☒ No Project Agreement End Date 6/2016

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: 6/2016

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % Federal Aid Participation Ratio for PE	a. Agency	4,400.00	5,000.00	9,400.00	940.00	8,460.00
	b. Other					
	c. Other					
	d. State		500.00	500.00	500.00	
	e. Total PE Cost Estimate (a+b+c+d)	4,400.00	5,500.00	9,900.00	1,440.00	8,460.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total RW Cost Estimate (f+g+h+i)					
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)		4,400.00	5,500.00	9,900.00	1,440.00	8,460.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Director, Local Programs

Date Executed \_\_\_\_\_

Agency County of Pacific		Supplement Number <b>1</b>
Federal Aid Project Number HSIP-000S(403)	Agreement Number LA-8632	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

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

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## IX. Payment of Billing

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

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

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

REQUESTED MEETING DATE:

12/8/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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☐ 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): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/1/2015

NARRATIVE OF REQUEST

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

Approve the reappointment of Jeff Nesbitt as County Representative to the Marine Resource Committee and the WRIA #24 Lead Entity



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:

12/8/15

## AGENDA REQUEST FORM

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

Agenda Item #: 3

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:

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|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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): Housing
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 11/17/15
NARRATIVE OF REQUEST Requesting approval of Amendment #2 to Contract for Services with the Peninsula Poverty Response Team. This amendment reduces the overall contract by \$6,000 and moves funding between categories allowing for PPR to coordinate the Overnight Winter Lodging project in south Pacific County. This pilot project is a joint effort of PPR and local churches to provide overnight shelter at local churches 6 nights a week during the winter months.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Amendment #2 to the Contract for Services with Peninsula Poverty Response Team.	

Name of Contractor: Peninsula Poverty Response Team

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Contract for Services Between Pacific County, WA and the Peninsula Poverty Response Team, Amendment #2

☐ 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: \_\_\_\_\_ homeless services

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): -\$6,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 127 .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:

CONTRACT FOR SERVICES  
Between  
PACIFIC COUNTY, WASHINGTON  
And  
THE PENINSULA POVERTY RESPONSE TEAM  
  
AMENDMENT #2

**WHEREAS**, the Contract for Services between Pacific County and the Peninsula Poverty Response Team, entered into the 1st of January, 2015, allows for contract modifications; AND

**WHEREAS**, there is a need to amend sections of the contract to reflect adjustments in the funding; AND

**WHEREAS**, there is a need to amend the amount of funding available by reducing total available as match for the VISTA Volunteer by \$6,000, and reallocating \$6,000 that was added for training under strengthening community coalitions to Overnight Winter Lodging; and adjust the reporting requirements and due date for final contract billing, AND

**WHEREAS**, the monthly invoice needs to be amended to reflect these changes;

**NOW, THEREFORE**, Section 1, "FUNDING", Section 2, Table 1, "USE OF FUNDS AND SCOPE OF WORK", TABLE 1, columns "ALLOCATION", and Attachment (B), "INVOICE FOR PAYMENT", are hereby amended as follows:

1. **FUNDING**

Twenty One Thousand Dollars (\$21,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with low and moderate income housing program services, and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount. Monthly billings will be submitted using the Monthly Billing Form (Attachment A) with back up documentation for expenses, and any required reporting.

2. **USE OF FUNDS and SCOPE OF WORK**  
**Table 1**

ACTIVITY	ALLOCATION	Recording Fee Revenue Source	Reporting Requirements
Project Homeless Connects	\$5,500	Homelessness	Narrative Report including number of attendees and # and type of supplies distributed  Invoice (Attachment A) with attached backup documentation



Matching Funds and support for VISTA Volunteer	\$4,000	Homelessness	<p>Quarterly reports of planning and coordination efforts</p> <p>Invoice (Attachment A) with attached backup documentation</p> <p>Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of the first three quarters (4/30/15, 7/31/15, 11/30/15) and <b>with the final billing due by 12/18/15)</b></p>
Strengthen Community Coalitions	\$5,500	Homelessness	<p>Invoice (Attachment A) with attached backup documentation</p> <p>Quarterly reports of coalition strengthening activities and coordination efforts</p> <p>Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of the first three quarters (4/30/15, 7/31/15, 11/30/15) and <b>with the final billing due by 12/18/15)</b></p>
Overnight Winter Lodging	\$6,000	Homelessness	<p>Invoice (Attachment A) with attached</p>

			backup documentation <b>Final report due          with final billing          by 12/18/15</b> including #volunteers, # volunteer hours, #nights lodging available, # individuals served
TOTAL	\$21,000		

ATTACHMENT B: See Attached

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_  
 day of \_\_\_\_\_ 2015.

Peninsula Poverty Response Team

BOARD OF COUNTY COMMISSIONERS  
 PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
 Chairperson

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

\_\_\_\_\_  
 Treasurer

\_\_\_\_\_  
 Frank Wolfe, Member

\_\_\_\_\_  
 Lisa Ayers, Member

ATTEST:

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

**Peninsula Poverty Response Team**

**29306 O Street  
Ocean Park, WA 98640  
Amendment #2**

**Invoice Date**  
**Services Provided through**


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

Contract for Services for Implementation of the 10 Year Plan to End Homelessness  
2015 Budget - \$21,000

Line Item	Approved Budget	Previously Reported	Current Request Amount*	Total Requested	Remaining Balance
Project Homeless Connects	5,500.00			-	5,500.00
VISTA Volunteer	4,000.00			-	4,000.00
Strengthen Community Coalitions	5,500.00			-	5,500.00
Overnight Winter Lodging	6,000.00			-	6,000.00
<b>Totals</b>	<b>21,000.00</b>	-	-	-	<b>21,000.00</b>
<b>Total this Request</b>			<b>\$ -</b>		

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

\_\_\_\_\_  
Name and Title

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

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

As of this date, December 8, 2015, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

129857          thru          129935          \$ 330,753.76

Warrants Dated: November 25, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

NOV 25 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

## COUNTY OF PACIFIC - STATE OF WASHINGTON

## BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

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

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

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

MONTH OF: NOVEMBER, YEAR OF 2015

TOTAL EMPLOYEES: 171

TOTAL PAYROLL: \$687,527.06

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_8th\_\_ day of December 2015

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, October 27, 2015**

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

**CALLED TO ORDER – 9:01AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Tim Crose, Community Development Asst. Director  
Scott Johnson, Sheriff  
Eric Weston, Deputy Prosecutor  
Katie Lindstrom, Health & Human Services Deputy Director

**GENERAL PUBLIC IN ATTENDANCE**

**PUBLIC COMMENT - None**

**YEARS OF SERVICE AWARDS**

**5 Years - Sharon Block (Health)**  
**20 Years - Pat Matlock (Sheriff)**  
**25 Years - Tom Rutherford (Jail)**

**CONSENT ITEMS (Items 2-7)**

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

**Department Of Public Works**

**Approve Amendment Exhibit A to Communication Facility Use Agreement  
with KGIO for use of the Megler Communication Site**

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

**General Business**

**Confirm Chair's signature on letter of support for Pacific County Supported Housing Collaborative grant**

**Approve the Annual Master Gardener's Certificates to be presented at the November 10, 2015 luncheon**

**Approve the 28<sup>th</sup> Annual Derald D. Robertson Safety Awards to be presented at the October 28, 2015 ceremony**

**Approve Vendor Claims:**

**Warrants Numbered 129237 thru 129357 - \$249,269.70**

**Warrants Numbered 129358 thru 129448 - \$313,190.63**

**Approve regular meeting minutes of October 13, 2015**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve purchase of Mobile Data Computer from Datec from State Bid in the amount of \$4,498.88, including sales tax and shipping, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve Waste 2 Resources Coordinated Prevention Grant Program Agreement #W2RCPG-1517-PaCCDD-00063 with Department of Ecology, and authorize Director to sign**

**ITEMS REGARDING ASSESSOR'S OFFICE**

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

**Approve purchase of a 2016 Ford Escape from State Bid in the amount of \$24,397.82 including sales tax, subject to adequate budget appropriations**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Acceptance of resignation from Veterans Advisory Board alternate board member, John Bageant and board member, Don Corcoran**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve purchase of a Dell Inspiron 15 2-in-1 laptop/tablet from State Bid, in the amount of \$1,102.72, including sales tax, subject to adequate budget appropriations**

**ITEMS REGARDING ASSESSOR'S OFFICE**

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

**Award HVAC Jail Kitchen Project to Sunset Air of South Bend, in the amount of \$7,939, plus sales tax and applicable permit fees, subject to adequate budget appropriations**

**RECESS – 9:09AM**

**EXECUTIVE SESSION**

**9:15AM for 15 minutes**

**RCW 42.30.110(1)(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

**RECONVENE – 10:00AM**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Authorize offer of \$300,000 for purchase of property located at 211 Commercial Street in Raymond. If accepted, approve payment to Security State Bank of \$300,000 for purchase of office building and related closing costs; to be paid from Fund 104**

**Approve purchase of carpet in an amount not to exceed \$8,000, for the annex office, subject to adequate budget appropriations** *(it was noted that a supplement may be needed)*

**PUBLIC HEARING – 10:00AM**

Chairman Rogers opened the public hearing to consider adoption of the Fiscal Year 2016 budget. The hearing was continued to November 2, 2015 at 11:30AM or as soon thereafter as possible.

**MEETING CONTINUED**

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



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**OTHER BUSINESS FOR FILING**

Copy of letter sent to Lewis County Community Trails Association Board of Directors regarding funding for Additional Improvements to Willapa Hills Trail

Copy of Assessor's Certificate of Assessment Rolls to the County Board of Equalization

Certificate of Liability Insurance filed for Christian Broadcasting of Idaho, Inc., effective 11/1/2015 through 11/1/2016

Evidence of Property Insurance for Pacific County, effective 10/1/2015 through 10/1/2017

WA State Liquor and Cannabis Board notice of expirations for Tokeland Hotel, Inc., KMT Investments, Inc., Fraternal Order of Eagles Ocean Park Aerie No. 3602, Jack's Country Store, Surfside Mini Mart/Video, Willabay, Inc., Phoenix Investments LLC., and Rogue Chef Enterprises, LLC

Copy of letter to Mark Perez regarding request to be appointed to the Lodging Tax Advisory Committee

Copy of letter sent to Chuck Wallace regarding transfer of operation and maintenance of the Grayland Community Hall to the Grayland Fire Department

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

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

October 5, 2015

Public Hearing re: filing of draft fy2016 budget  
Workshop w/ K. Spoor re: staffing  
Departmental Briefings  
Clerk fy2016 budget workshop

October 6, 2015

Workshop w/ Sheriff re: freezer  
Treasurer fy2016 budget workshop  
fy2016 budget workshop  
Health fy2016 budget workshop

October 7, 2015

Juvenile fy2016 budget workshop  
Workshop w/ Sheriff re: jail  
fy2016 budget workshop

October 12, 2015

Board of Equalization  
Assessor fy2016 budget workshop  
Workshop w/ DCD re: public meetings  
Meeting Agenda Review  
Workshop w/ DPW & DCD re: vehicles  
DPW fy206 budget workshop

October 13, 2015

BOH/BOCC meetings  
Regular Community Development monthly workshop  
fy2016 budge workshop

October 14, 2015

WA State Association of Counties visit

October 19, 2015

Workshop w/ Assessor & Treasurer re: SB5276  
Workshop w/ DCD  
Departmental Briefings

October 20, 2015

Superior Court fy2016 budget workshop  
fy2016 budge workshop  
Public Meeting re: Oysterville Historic District & Design Review

October 22, 2015

Special Joint Meeting w/ Cowlitz, Grays Harbor, Lewis and Wahkiakum County  
Commissioners

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

October 26, 2015

Regular Prosecutor monthly workshop  
Meeting Agenda Review  
fy2016 budget workshop

October 27, 2015

BOH/BOCC meetings  
Workshop w/ DPW re: facilities  
Public Hearings re: fy2016 budget  
Regular Community Development monthly meeting

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, November 10, 2015**

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

**CALLED TO ORDER – 11:30 AM**

**ATTENDANCE:**

Frank Wolfe, Commissioner (Vice-Chair)  
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mary Goelz, Health & Human Services Director  
Eric Weston, Chief Deputy Prosecutor  
Scott McDougall, Emergency Management Deputy Director  
Shelly Flemetis, Chief Deputy (Treasurer)  
Faith Taylor-Eldred, Community Development Director

**ABSENT**

Steve Rogers, Chair

**GENERAL PUBLIC IN ATTENDANCE**

Pat Meyers, Willapa Harbor Herald (*recorded meeting*)  
Gary & Paula Mauro

**PUBLIC COMMENT**

Gary Mauro expressed concerns regarding Mauch's Sundowner RV Park (*read statement into the record, not provided to the Clerk*). Kathy Spoor indicated that an email had been received from Darci Suttle, Legislative Aide to Senator Takko on this issue and will be discussed with the Department of Community Development.

**CONSENT AGENDA**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0  
Subject to adequate budget appropriations and in accordance with all applicable county policies

**Department Of Community Development**

**Notice of Lisa Martindale, Administrative Assistant II probation completion effective November 11, 2015**

**Approve Amendment #4 of the Contract for Professional Services with The Watershed Company for the Shoreline Master Program update**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**General Business**

**Approve Vendor Claims:**

**Warrants Numbered 129449 thru 129526 - \$202,009.12**

**Approve August, 2015 Payroll: total employees - 175;  
total payroll - \$689,548.88**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Adopt Resolution 2015-053 in the matter of establishing a policy regarding organization of the Department of Public Works**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve advertising and hire of Environmental Health Specialist, Grade 13, Step 1, 1.0 FTE, effective January 1, 2016, subject to adequate budget appropriations**

**Approve Grant Agreement W2RCPG-1517-PaCCDD-00066 with Department of Ecology for the Household Hazardous Waste Facility and Mobile and recycling activities until June, 2017, and authorize Director to sign**

**ITEMS REGARDING HEALTH AND HUMAN SERVICES**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve request to advertise and hire a Public Health Nurse, Grade 13 Step 1, 0.70 FTE, subject to adequate budget appropriations** *(it was noted this is a grant funded position and may require a supplement; it was included in the fy2016 budget)*

**ITEMS REGARDING SHERIFF'S OFFICE**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve Emergency Management Performance Grant Contract #E16-113 with the WA State Military Department Emergency Management Division in the amount of \$18,656 and authorize Chair to sign**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING WSU EXTENSION**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve Memorandum of Agreement with WSU Extension for the period of January 1, 2016 through December 31, 2015, to provide an extension program in the amount of \$17,000 and authorize Chair to sign**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve the appointment of Amy Kredlo and Natalie Hanson to the Olympia Area Agency on Aging Council to fill two unexpired vacant positions effective immediately**

**ITEMS REGARDING GENERAL BUSINESS**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Accept the Lodging Tax Advisory Committees FY2016 funding recommendations and approve the FY2016 Tourism Service Contracts, subject to adequate budget appropriations**

<b><u>ENTITY</u></b>	<b><u>2016 Recommendations</u></b>
Peninsula Saddle Club	\$ 1,500.00
Water Music Festival	\$ 2,000.00
Sunday Afternoon Live	\$ 2,500.00
Pacific County Fair	\$ 1,000.00
NW Carriage Museum	\$ 15,000.00
Tokeland NC Chamber	\$ 4,000.00
Pacific County EDC	\$ 9,000.00
PC Historical Society/Museum	\$ 20,000.00
World Kite Museum	\$ 20,000.00
Columbia Pacific Heritage Museum	\$ 20,000.00
Pacific County Sheriff's Office	\$ 10,000.00
Willapa Harbor Chamber	\$ 18,000.00
Pacific County General Admin	\$ 1,407.00
Ocean Park Area Chamber	\$ 38,000.00
Ilwaco Charter ASSN	\$ 1,000.00
Finnish American Folk Festival	\$ 1,000.00
LB Peninsula Visitors Bureau	\$ 140,593.00

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING SHERIFF'S OFFICE**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

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

**ITEMS REGARDING JUVENILE**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

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

**ITEMS REGARDING HEALTH AND HUMAN SERVICES**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve a onetime exception to the Credit Card Policy (Resolution 2014-05) for the purpose of purchasing meals for students who are attending a prevention summit, subject to adequate budget appropriations**

**ITEMS REGARDING GENERAL BUSINESS**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

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

**Approve purchase of a Dell Inspiron laptop/tablet not to exceed \$1,125, including sales tax, subject to adequate budget appropriations**

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

**ITEMS REGARDING TREASURER'S OFFICE**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve purchase of a Dell Inspiron laptop/tablet not to exceed \$1,125, including sales tax, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING GENERAL BUSINESS**

It was moved by Ayers, seconded by Wolfe and carried by a vote of 2-0

**Approve Vendor Claims, Warrants Numbered 129449 thru 129526 –  
\$202,009.12, subject to adequate budget appropriations**

**Adopt Resolution 2015-054 establishing two short term intergovernmental  
loans from Fund 001 (Current Expense) to the Port of Chinook to provide  
interim cash flow in anticipation of revenue and authorize negotiation of  
Contract with the Port of Chinook and approval from the Prosecutor's  
Office**

**EXECUTIVE SESSION** – Not needed

**MEETING CLOSED – 9:17AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

ATTEST:

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

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

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

**OTHER BUSINESS FOR FILING**

Notice of no years of service for November, 2015.

Certificate of Liability Insurance for Charter Communications, Inc. effective  
11/1/2015 through 11/1/2016, filed this date.

Courthouse Facility Use Application from Pacific County Fire District #1 filed  
this date.



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, November 24, 2015**

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

**CALLED TO ORDER – 9:01 AM**

**ATTENDANCE:**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Eric Weston, Chief Deputy Prosecutor  
Mike Collins, Public Works Director/County Engineer  
Faith Taylor-Eldred, Community Development Director  
Tim Crose, Community Development Asst. Director

**GENERAL PUBLIC IN ATTENDANCE**

Gary & Paula Mauro  
Nancy Lloyd

**PUBLIC COMMENT**

Nancy Lloyd and Gary Mauro expressed their concerns regarding Mauch's Sundowner RV Park. Ms. Lloyd read a letter into the record and provided a copy to the Clerk. It was noted that their concerns regarding water should be directed to the WA State Department of Health.

**CONSENT AGENDA**

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

**Department Of Health and Human Services**

**Approve Amendment #1 of the Agreement #1563-42487 with DSHS-Division of Behavioral Health & Recovery for substance prevention and authorize Chair to sign**

**Approve Amendment #3 of Contract #DFC EUDL2013LBPD with the Long Beach Police Department for prevention consultant services**

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

**General Business**

**Approve Vendor Claims:**

**Warrants Numbered 129677 thru 129776 - \$125,362.31**

**Approve Amendment #1 of Intergovernmental Agreement with the Health Department to be subcontracted with Coastal Community Action Program for housing outreach services**

**Approve Special Employment Agreements:**

**Amendment #1: Faith Taylor-Eldred, Mary Goelz, Tim Crose, Sharon Block, Katie Lindstrom, Tom Gradt, and Joe Camenzind**

**Amendment #2: Kathy Spoor and Mike Collins**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve purchase of three Ford F-150's from State Bid in the amount of \$89,430, plus sales tax, subject to adequate budget appropriations**

Consider approval of request to purchase backhoe and dump truck from State Bid-  
**DEFERRED to December 8, 2015**

**Approve Communications Facility Use Agreement with Grays Harbor College for direct in dial number, toll free county exchange access, long distance and voice mail**

**Acknowledge resignation of Bush Pioneer Park Host, Herb Frank, effective November 30, 2015, and approve request to advertise for vacant position, subject to adequate budget appropriations**

**ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1**

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

**Approve of and the recording of the Perpetual Non-Exclusive Stormwater Easement from Barbara B. Bloom for the 55<sup>th</sup> to 67<sup>th</sup> Street-Tarlett Improvement Project**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve Professional Services Contract with Stericycle Environmental Solutions pertaining to the transportation and final disposal of moderate risk waste from the Household Hazardous Waste Facility**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve request to purchase Sharp MX M264N copier for PACCOM from Aberdeen Office Equipment in the amount of \$2,158, including sales tax and trade-in, subject to adequate budget appropriations**

**ITEMS REGARDING NORTH DISTRICT COURT**

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

**Approve Lease Agreement with Xerox for copy machine in the amount of \$95.19 per month, authorize Court Clerk to sign, subject to adequate budget appropriations**

**ITEMS REGARDING SUPERIOR COURT**

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

**Approve purchase of a Dell OptiPlex computer workstation in the amount of \$1,032.65, subject to adequate budget appropriations** *(it was noted that a supplement may be required)*

**ITEMS REGARDING PROSECUTOR'S OFFICE**

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

**Approve request for office credit card setting the limit at \$2,000 in accordance with the Credit Card Policy (Resolution 2014-035)**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Interlocal Agreement with Fire District #8 for repayment of their portion for purchasing dispatch radio equipment per Resolution 2014-065**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve the hire of Jeremy Swogger to fill vacant South County Shop Supervisor position, Grade 13 Step 1, effective December 9, 2015, subject to adequate budget appropriations**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

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

**Amend motion of November 10, 2015, pertaining to the appointments of Amy Kredlo and Natalie Hanson to OAAA to include their next three year term**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Vendor Claims, Warrants Numbered 129777 thru 129856, in the amount of \$132,735.92, subject to adequate budget appropriations**

**RECESS – 9:18AM**

**EXECUTIVE SESSION**

**9:20AM for ten minutes**

**RCW 42.30.110(1)(i)** To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

**Extended for five minutes; end time 9:35AM**

**RECONVENED – 10:01AM**

**ATTEND:** Steve Rogers, Chairman, Frank Wolfe, Commissioner, Lisa Ayers, Commissioner, Marie Guernsey, Clerk of the Board, Kathy Spoor, County Administrative Officer, Paul Plakinger, Management & Fiscal Analyst, and Bruce Walker, Assessor. **PUBLIC/OTHERS:** None

**PUBLIC HEARING – 10:00AM**

Chairman Rogers opened the public hearing regarding certification of levies. Assessor Bruce Walker was sworn in.

The Board thanked Bruce and Becky Nissell for their hard work in preparing the levy information.

Chairman Rogers closed the public hearing.

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

**Adopt Resolution 2015-05 in the matter of certifying taxes levies upon the property in the county for county purposes, and for each taxing district within or coextensive with the county, for district purposes**

**MEETING CLOSED – 10:04AM**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

---

Steve Rogers, Chairman

ATTEST:

---

Frank Wolfe, Commissioner

---

Marie Guernsey  
Clerk of the Board

---

Lisa Ayers, Commissioner

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

**OTHER BUSINESS FOR FILING**

Email dated November 12, 2015, from Josh Proehl, Program Coordinator for WA Service Corps through the WA State Employment Security Department regarding completion of a Risk Assessment of AmeriCorps project.

Letter dated November 6, 2015 from Paula Mauro and Nancy Lloyd regarding Mauch's Sundowner RV Park.

WA State Liquor and Cannabis Board notice of license expirations for Swakane Winery and Klipsan Mini Mart.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

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

November 2, 2015

Continued public hearing re: fy2016 budget  
Departmental Briefings  
Workshop re: GIS/911

November 9, 2015

Meeting Agenda Review

November 10, 2015

BOH/BOCC meetings  
Regular Community Development monthly workshop  
Joint (Elected/Appointed) Management Meeting

November 16, 2015

Workshop w/ DCD re: enforcement  
Workshop w/ Prosecutor & Sheriff re: public records  
Departmental Briefings  
Workshop w/ WA State Conservation Commission re: Voluntary Stewardship Program

November 23, 2015

Workshop w/ County Administrative Officer  
Meeting Agenda Review  
Fair walk thru

November 24, 2015

BOH/BOCC meetings  
Executive Session  
Public Hearing re: certification of levies  
Regular Community Development monthly workshop

November 30, 2015

Workshop w/ Sheriff and Undersheriff re: Strategic Planning

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**PROCEEDINGS**

**11:30 AM**  
**Monday, November 2, 2015**

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

**CALLED TO ORDER – 11:30AM**

Steve Rogers, Chair (via telephone)  
Frank Wolfe, Commissioner (Vice-Chair)  
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Scott Johnson, Sheriff  
Scott McDougall, Emergency Management Deputy Director  
Stephanie Fritts, Emergency Management Director  
Virginia Leach, Clerk  
Joyce Kidd, Auditor

**GENERAL PUBLIC IN ATTENDANCE**

None

**PUBLIC HEARING – 10:00AM**

Vice-Chair Wolfe opened the public hearing and swore in Kathy Spoor, Virginia Leach, Paul Plakinger, and Scott Johnson.

Paul Plakinger provide a summary of the proposed fiscal year 2016 budget.

Vice-Chair Wolfe closed the public hearing.

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

**Adopt Resolution 2015-047 in the matter of creating Fund No. 178 (Affordable housing for all), creating Fund No. 179 (Homeless Housing and Assistance), and closing Fund No. 127 (Pacific County Low-Income Assistance)**

**Adopt Resolution 2015-048 in the matter of creating Fund No. 141 (Community Development: Building), creating Fund No. 142 (Community Development: Environmental Health), creating Fund No. 143 (Community Development: Planning), and closing Fund No. 116 (Community Development)**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

Adopt Resolution 2015-049 in the matter of declaring a substantial need for purposes of setting the limit factor for the property tax levy for 2016

Adopt Resolution 2015-050 in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) regular property tax levies; and providing for the distribution of the general purposes levy

Adopt Resolution 2015-051 in the matter of county-related real and personal property tax levies for collection in 2016

Adopt Resolution 2015-052 in the matter of adopting the Fiscal Year 2016 Pacific County Budget, including the 2016-2021 Comprehensive Transportation Improvement and 2016 Road Construction Programs, the 2016-2021 Capital Improvement Plan for Parks and Recreation, and the 2016-2021 Capital Improvement Plan for Pacific County Flood Control Zone District No. 1; Levying County General Purposes and Road District Purposes Property Taxes; and setting forth the categorical appropriations with applicable limitations and responsibilities, including recognizing the 2016 salaries for Pacific County's Elected Officers and Judges

The Commissioners expressed their appreciation to Paul and Kathy, as well as the departments and offices for putting forth a reasonable budget.

**MEETING CLOSED – 11:41AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

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

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

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

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





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

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

REQUESTED MEETING DATE:

11/24/15

## AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☒ DEFERRED TO: 12/8/2015

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

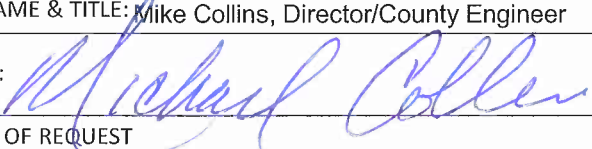
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 11-17-15
NARRATIVE OF REQUEST Request permission to replace using State bid the following vehicles: #242 - 1997 Case backhoe 590L, and #033 1996 Ford F450 1-Ton Dump.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase a 2016 John Deere backhoe in the amount of \$109,750 and a 2016 Ford F550 4WD (dump truck) in the amount of \$80,211.31 from State Bid, subject to adequate budget appropriations	



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

12/08/15

## AGENDA REQUEST FORM

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

Agenda Item #: 8

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:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 11-30-15

#### NARRATIVE OF REQUEST

Having received the final releases from Employment Security, Labor and Industries and Department of Revenue the Sandridge Road Improvement Project MP 7.00 to MP 8.30 Contract Number TA-5521, as constructed by Naselle Rock & Asphalt Co., Inc. is complete. Please return Payment and Performance Bond No. 757210P as accepted in the June 9, 2015 meeting to DPW to be held until completion of the warranty period.

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

Approve return of Payment and Performance Bond to Public Works to be held until completion of the warranty period pertaining to the Sandridge Road Improvement Project

Name of Contractor: <u>Naselle Rock &amp; Asphalt Co., Inc.</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>Sandridge Road Improvement Project MP 7.00 to MP 8.30 Contract No. TA-5521</u>	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input checked="" 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 indicate appropriate Tax Id #, Uniform Business Identification #, 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 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"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
- Copy of Intergovernmental Agreement with other agency	
- Confirmation that vendor agrees to participation	
- Documentation that contract was awarded in compliance with bidding law	
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input checked="" type="checkbox"/> Other (please describe): <u>Release of Performance and Payment Bond to DPW to hold for warranty period</u>	
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>	
<u>Accepted Contract, Insurance and Performance and Payment Bond No. 757210P at June 9, 2015 meeting.</u>	
TOTAL COST/AMOUNT (include sales & use tax): <u>\$383,345.14</u>	TOTAL TAX: <u>n/a</u>
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: <u>104</u> .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:



Board of Pacific County Commissioners  
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REQUESTED MEETING DATE:

06/09/15

## AGENDA REQUEST FORM

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

Agenda Item #: \_\_\_\_\_

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

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☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

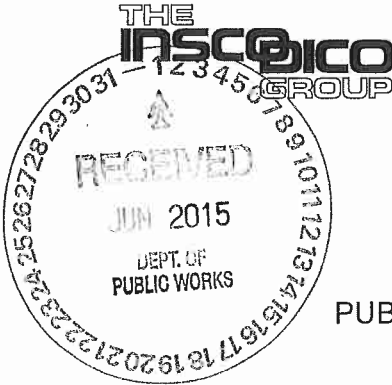
☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 6-03-15
NARRATIVE OF REQUEST Accept the contract/performance bond/insurance submitted by Naselle Rock & Asphalt Co., Inc. for the Sandridge Road Resurfacing Project awarded May 18th. Return bid bonds held.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



INSCO INSURANCE SERVICES, INC.  
Underwriting Manager for:  
**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
17771 Cowan, Suite 100 • Irvine, California 92614  
(949) 263-3300 Phone • (800) 251-1955 Fax  
www.InscoDico.com

BOND NO. 757210P

**PUBLIC WORKS CONTRACT BOND - WASHINGTON**

**PERFORMANCE & PAYMENT**

KNOW ALL MEN BY THESE PRESENTS: That we, Naselle Rock & Asphalt Company  
P.O. Box 5, Naselle, WA 98638 as Principal, and Developers Surety and  
Indemnity Company, a Iowa corporation  
authorized to transact a general surety business in the State of Washington, as Surety,  
are held and firmly bound and obligated unto Pacific County, Board of County Commissioners,  
Washington in the full and just sum of Three Hundred Eighty Three  
Thousand Three Hundred Forty Five and 14/100 (\$383,345.14) Dollars, lawful money of the  
United States, for the payment of which sum well and truly to be made, we do bind  
ourselves, and each of our heirs, executors and administrators, successors and assigns,  
jointly and severally, firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, revised Code of Washington.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That whereas the Principal  
entered into a certain contract with Pacific County, Board of County Commissioners  
dated the 18th day of May, 2015,  
for Sandridge Road Resurfacing Project MP 7.00 to MP 8.30  
YEAR

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions of such  
contract and pay all laborers, mechanics and subcontractor and materialmen, and all  
persons who shall supply such person or persons or subcontractors, with provisions and  
supplies for the carrying on of such work, then this obligation is void; otherwise to remain  
in full force and effect.

PROVIDED, HOWEVER, that the conditions of this obligation shall not apply to any money  
loaned or advanced to the Principal or to any subcontractor or other person in performance  
of any such work.

Signed and Sealed this 29th day of May, 2015,  
YEAR

Naselle Rock & Asphalt Company  
Principal (Seal)

By: [Signature]

Developers Surety and Indemnity Company  
Surety

By: [Signature]  
Stacy A. Flynn, Attorney-in-Fact

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Brett R. Bauer, Michael R. Bennison, Gary P. McCann, Alpha J. Robinson, Stacy A. Flynn, Kenneth L. Delooze, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young  
Daniel Young, Vice-President

By: Stephen T. Pate  
Stephen T. Pate, Senior Vice-President

State of California  
County of Orange



On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jenny TT Nguyen  
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 29th day of May, 2015

By: Gregg Okura  
Gregg Okura, Assistant Secretary



## 25. WAIVER OF SUBROGATION - BLANKET

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

## 26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a "consolidated (wrap-up) insurance program" by applicable state statute or regulation:

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then the following changes apply:

- A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

1. "Bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project,

or during such operations of anyone acting on your behalf; nor

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

- B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. **Other Insurance:**

[This insurance is excess over:]

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

- C. SECTION V – DEFINITIONS is amended to add the following definition:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

This provision 26. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work."

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to tools or equipment loaned to you. A separate limit of insurance applies to such tools or equipment that are damaged while being used in your operations.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE the last paragraph of Paragraph 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner nor to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

- C. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most we will pay under Coverage A for damages arising out of any one "occurrence" because of "property damage" to tools or equipment loaned to you by

others that occurs while the equipment is being used to perform operations.

- D. Paragraph 6. Damage To Premises Rented To You Limit of SECTION III – LIMITS OF INSURANCE is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under SECTION – I – COVERAGE A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

(ii) That is property insurance for premises rented to you, for premises temporarily occupied by you with the permission of the owner; or for personal property of others in your care, custody or control;

- F. This Provision 15. does not apply if Damage To Premises Rented To You Liability under SECTION – I – COVERAGE A is excluded by endorsement.

#### 16. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### 17. LIQUOR LIABILITY

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion c. Liquor Liability.

This provision 17. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 18. MEDICAL PAYMENTS

- A. Paragraph 7. Medical Expense Limit, of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:



- F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

## 12. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for you, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

In rem is a term used to designate actions instituted against the thing, as distinct from actions against the person, which are said to be in personam.

## 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

- A. With respect only to "bodily injury" that arises out of a "health care incident," COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY OF SECTION I – COVERAGES is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:

(a) "Bodily injury" caused by a "health care incident" will be considered caused by an "occurrence"; and

(b) All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";

(2) The "bodily injury" occurs during the policy period. All "bodily injury" arising from an "occurrence" will be deemed to have occurred at the time of the first act, error, or omission that is part of the "occurrence"; and

- B. With respect only to the insurance provided by this Provision 13., Exclusion 2.e. **Employer's Liability** of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, is amended to append the following:

Only for "bodily injury" not covered by other liability insurance (including state-sanctioned self insurance) available to the insured (or which would be available but for exhaustion of its limits), this exclusion does not apply to "bodily injury" that arises out of a "health care incident."

- C. SECTION V – DEFINITIONS is amended to add the following new definition:

"Health care incident" means a negligent act, error or omission by your "employees" or "volunteer workers" working on your behalf in the rendering of or failure to render professional health care services in any of the following capacities, or the related furnishing of food, beverages, medical supplies or appliances:

- a. Physician;
- b. Nurse;
- c. Emergency medical technician;
- d. Paramedic;
- e. Chiropractor;
- f. Dentist;
- g. Athletic trainer;
- h. Audiologist;
- i. Physical therapist;
- j. Psychologist;
- k. Speech therapist;
- l. Other allied health professional; or
- m. Provider of first aid or Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

- D. SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to add the following additional exclusions. These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

[This insurance does not apply to:]

### Dishonesty or Crime

Any dishonest, criminal or malicious act, error or omission.

### Clinical Trials / Product Testing

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

### Medicare/Medicaid Fraud

Medicare or Medicaid fraud or abuse.

### Services Excluded by Endorsement

Any "health care incident" for which coverage is excluded by endorsement.

- E. SECTION V – DEFINITIONS is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract":

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 7. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion e. **Contractual Liability.**

This provision 7. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

## 8. ELECTRONIC DATA LIABILITY

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

[This insurance does not apply to:]

### p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we will pay under Coverage A for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data."

C. The following definition is added to the SECTION V – DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data," resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision 8. **Electronic Data Liability** is part of, and not in addition to, that higher limit.

## 9. EXPANDED PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION

A. SECTION V – DEFINITIONS is amended to add the following to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or

advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- b. The construction, erection, or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
3. This insurance does not apply to:
- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A governmental permit which requires you to add the governmental entity as an additional insured will trigger this Provision 1. as if the permit were a written contract.

## 2. BODILY INJURY – EXPANDED DEFINITION

SECTION V – DEFINITIONS, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

## 3. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Condition 2. Duties in The Event of Occurrence, Offense, Claim or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

## B. NOTICE OF OCCURRENCE

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

## 4. BROAD NAMED INSURED

A. Any subsidiary or affiliate organization, other than a partnership, joint venture or limited liability company, in which a Named Insured specifically shown in the Declarations has management control, directly or through one or more subsidiary organizations, at the time of loss will qualify as a Named Insured but only if there is no other similar insurance available to such organization, nor similar insurance which would be available but for exhaustion of its limits. For the purpose of this provision, similar insurance means general liability or equivalent insurance, no matter whether its coverage is broader or narrower than that provided by this insurance. But if the only other similar insurance is for a "consolidated (wrap-up) program," then a subsidiary that qualifies as a Named Insured on such project-specific insurance can still qualify as a Named Insured on this insurance, but not for projects covered by the "consolidated (wrap-up) program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

B. This endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this policy.

C. Only for the purpose of this endorsement:

1. Management control means:

- a. Ownership interest representing more than 50% of the voting, appointment, or designation power for the subsidiary organization's governing body; or
- b. Having the right, pursuant to a written contract, or pursuant to the by-laws, charter, operating agreement, or similar document of a specifically shown Named Insured or controlled subsidiary

**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

**SCHEDULE**

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

<b>1. Additional Insureds</b>
Seven additional insured extensions.
<b>2. Bodily Injury – Expanded Definition</b>
<b>3. Broad Knowledge of Occurrence/ Notice of Occurrence</b>
<b>4. Broad Named Insured</b>
<b>5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work"</b>
Limit: \$100,000.
<b>6. Contractual Liability – Railroads</b>
Expanded definition of "insured contract."
<b>7. Contractual Liability For Personal And Advertising Injury</b>
<b>8. Electronic Data Liability</b>
Loss of Electronic Data Limit: \$100,000.
<b>9. Expanded Personal And Advertising Injury - Discrimination Or Humiliation</b>
<b>10. Expected Or Intended Injury</b>
Reasonable force – "bodily injury" or "property damage."
<b>11. General Aggregate Limits Of Insurance - Per Project</b>
<b>12. In Rem Actions</b>
<b>13. Incidental Health Care Malpractice Coverage</b>
<b>14. Joint Ventures/Partnership/Limited Liability Companies</b>
Coverage for your interest in such terminated or ended organizations.
<b>15. Legal Liability/Alienated Premises/Borrowed Equipment Coverage</b>
Extended perils.
Default limit increased to \$500,000 for Damage to Premises Rented To You.
\$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
<b>16. Liberalization Clause</b>
<b>17. Liquor Liability Coverage Extension</b>
<b>18. Medical Payments</b>
Limits increased to \$15,000.
Reporting increased to three years from the date of accident.
<b>19. Non-owned Aircraft Coverage</b>
<b>20. Non-owned Watercraft</b>
Increased to 75 feet.
<b>21. Primary And Non-Contributory To Other Insurance</b>
<b>22. Property Damage - Elevators</b>
<b>23. Supplementary Payments</b>
Cost of bail bonds increased to \$5,000.
Daily loss of earnings increased to \$1,000.
<b>24. Unintentional Failure To Disclose Hazards</b>
<b>25. Waiver of Subrogation - Blanket</b>
Waiver of subrogation where required by written contract or written agreement.
<b>26. Wrap-Up Extension</b>







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

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

REQUESTED MEETING DATE:

## AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

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

☐ Legal Required

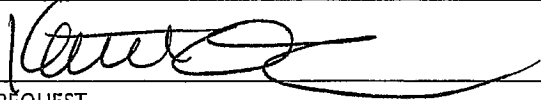
☐ OTHER: \_\_\_\_\_

### 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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 12-02-2015
<b>NARRATIVE OF REQUEST</b> Requesting approval and signature of Grant Number 16-46108-22 with Washington State Department of Commerce Community Services and Housing Division to provide housing assistance services in Pacific County through the Consolidated Homeless Grant (CHG). This grant provides \$175,824 for these services for the time period of January 1, 2016- June 30, 2016. I expect that we will receive an amendment sometime prior to end of June with additional funding for the remainder of 2016 and first six months of 2017 (Department of Commerce is switching their contract year from a calendar year to a July-June year). This contract is new to Pacific County this year. In years' past, the Department of Commerce contracted these funds directly to Crisis Support Network who provided the services, but CSN decided to discontinue as the provider at the end of 2015. We recently put out an RFP for a new contractor to provide these services on behalf of the county. The recommendation will be to contract with Coastal Community Action to be the primary provider. I will prepare that sub contract for your consideration at your 2nd December meeting. Please contact me at ex 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u>  Approve Grant #16-46108-22 with WA State Department of Commerce Community Services and Housing Division for the Consolidated Homeless Grant and authorize Chair to sign	

Name of Contractor: Department of Commerce

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
16-46108-22 (Consolidated Homeless Grant)

☐ 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 #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH: Recording Fees

MATCHING FUNDS REQUIRED? ☒ Yes ☐ No

AMOUNT OF MATCHING FUNDS:



# Department of Commerce

Innovation is in our nature.

## **Grant Agreement with**

PACIFIC COUNTY COMMUNITY DEVELOP

through

Community Services and Housing Division  
Housing Assistance Unit

## **Consolidated Homeless Grant (CHG)**

**Start date:** January 1, 2016

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# FACE SHEET

Grant Number: 16-46108-22

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)

<b>1. Grantee</b> PACIFIC COUNTY COMMUNITY DEVELOP PO BOX 68 SOUTH BEND, WA 98586		<b>2. Grantee Doing Business As (optional)</b> Pacific County Public Health & Human Services	
<b>3. Grantee Representative</b> Katie Lindstrom Deputy Director (360) 642-9300 Ext 2648 koien@co.pacific.wa.us		<b>4. COMMERCE Representative</b> Jessica Simon CHG Program Manager Phone (360) 725-2955 Fax (360) 586-5880 jessica.simon@commerce.wa.gov	
<b>5. Grant Amount</b> \$175,824.00	<b>6. Funding Source</b> Federal: State: Other: X	<b>7. Start Date</b> January 1, 2016	<b>8. End Date</b> June 30, 2017
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
		<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0007195-00	<b>12. UBI #</b> N/A	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> This grant 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.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: CHG Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name and Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY          BY ASSISTANT ATTORNEY GENERAL          APPROVAL ON FILE</b>	

**SPECIAL TERMS AND CONDITIONS  
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**1. GRANT MANAGEMENT**

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

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

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

**2. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed COMMERCE invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by Commerce on a case-by-case basis.

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

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

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

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown on the Grant Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

**4. ELIGIBLE USE OF FUNDS**

Funding awarded under this Grant may only be used for eligible activities and expenses described in the CHG Program Guidelines. These Guidelines are incorporated by reference.

**5. INSURANCE**

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

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

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

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

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

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

**Local Government Grantees that Participate in a Self-Insurance Program**

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

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

**6. WASHINGTON STATE QUALITY AWARD**

Washington State RCW 43.185C.210 (5) (a). Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above. [See 43.185C.210 (5) (a) and RCW43.185C.240(1)(b).]

For more information about WSQA visit their website at [www.wsqa.net](http://www.wsqa.net).

**7. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Grant Face Sheet

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- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines
- CHG Application, as revised

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**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or COMMERCE.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

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

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. AUDIT**

**A. General Requirements**

Grantee's are to procure audit services based on the following guidelines.

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

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

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

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

**B. State Funds Requirements**

In the event an audit is required, if the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

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

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

**C. Documentation Requirements**

The Grantee must send a copy of any audit report no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

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

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

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



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If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

**11. CONFLICT OF INTEREST**

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

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest

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in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**13. DISPUTES**

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

The request for a dispute hearing must:

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

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

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

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

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

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

**14. DUPLICATE PAYMENT**

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

**15. GOVERNING LAW AND VENUE**

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

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**16. INDEMNIFICATION**

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

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

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

**17. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the 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.

**18. INDUSTRIAL INSURANCE COVERAGE**

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

**19. LAWS**

The Grantee 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 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.

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**H. Public records act, Chapter 42.56 RCW.**

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

**20. LICENSING, ACCREDITATION AND REGISTRATION**

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

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, 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 Grant may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Grants with COMMERCE. 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.

**23. POLITICAL ACTIVITIES**

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

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

**24. PUBLICITY**

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

**25. RECAPTURE**

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

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

**26. RECORDS MAINTENANCE**

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

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by

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COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**29. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**30. SEVERABILITY**

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

**31. SITE SECURITY**

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

**32. SUBGRANTING/SUBCONTRACTING**

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

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

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

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

**33. SURVIVAL**

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

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**34. TAXES**

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

**35. TERMINATION FOR CAUSE**

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

**36. TERMINATION FOR CONVENIENCE**

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

**37. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**38. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

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

**39. WAIVER**

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

### Scope of Work

- A. Grantees shall commit to ending homelessness in their county by:
  - a. Prioritizing unsheltered homeless households for services (section 2.1.1 of the Guidelines)
  - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (section 6.2 of the Guidelines)
  - c. Employing a progressive engagement service model (section 6.1 of the Guidelines)
  - d. Prioritizing households most likely to become homeless when using prevention rent assistance (section 7.5 of the Guidelines)
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. Invoice and Voucher Detail Worksheet for reimbursement (section 2.3.3 of the Guidelines)
  - b. 2016-2017 Report from HMIS included with the Invoice (section 2.3.3.1 of the Guidelines)
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan Updates (section 2.1.3.1 of the Guidelines)
  - b. Annual County Report/Homeless Housing Inventory (section 2.1.3.2 of the Guidelines) including Point-In-Time Count information (section 2.1.3.3 of the Guidelines)
  - c. Essential Needs Report (section 2.1.3.4 of the Guidelines)
- D. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate. (section 6.3 of the Guidelines and HMIS User Agreement)
- E. Grantees shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines.
- F. Consequences of non-compliance:
  - a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms, and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
  - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
  - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.



**Budget**

<b>Category</b>	<b>Total</b>
<b>Admin 2016-17</b>	\$13,889.00
<b>Rent: For-Profit Rent</b>	\$29,496.00
<b>Rent: Other Rent and Housing Costs</b>	\$21,809.00
<b>Operations: CHG Base Funding</b>	\$27,400.00
<b>TANF: For-Profit Rent</b>	\$9,415.00
<b>TANF: Other Rent and Housing Costs</b>	\$2,203.00
<b>HEN: Admin 2016</b>	\$5,013.00
<b>HEN: Rent and Housing Costs 2016</b>	\$66,599.00
<b>Total</b>	\$175,824.00



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:

12/8/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/1/2015

#### NARRATIVE OF REQUEST

Marshall Tate has submitted his resignation from the Flood Control Zone District Advisory Board and the Board of Adjustment. Marshall served on the Flood Control Advisory Board since 2009 and on the Board of Adjustment since 2010

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

Accept resignation from Flood Control Zone District Advisory Board and the Board of Adjustment member, Marshall Tate



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REQUESTED MEETING DATE:

12/8/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

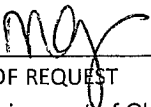
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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
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|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/2/2015
NARRATIVE OF REQUEST It is the requirement of Chapter 27.24.010 RCW that each county with a population of 8,000 or more (but less than 300,000) have a board of law library trustees. Superior Court Judge Mike Sullivan has reviewed the attached resolution establishing this board and has provided his approval. He has also contacted local bar members who have agreed to serve as trustees.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2015-056 in the matter of establishing a Law Library Board of Trustees and appointing the following members: Chair of the Board of County Commissioners, Superior Court Judge Mike Sullivan, and WA State Bar members Harold Karlsvik, Elizabeth Penoyar, and Nancy McAllister	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

**IN THE MATTER OF ESTABLISHING A LAW LIBRARY BOARD OF TRUSTEES**

**WHEREAS**, the Board of County Commissioners having before it the need to consider establishing a Law Library Board of Trustees; and

**WHEREAS**, Chapter 27.24.010 RCW requires that every county with a population of eight thousand or more but less than three hundred thousand must have a board of law library trustees consisting of five members to be constituted as follows: The chairman of the county legislative authority is an ex officio trustee, the judge of the superior court, and the members of the county bar association shall choose three members to serve as trustees. If there is no county bar association, then the lawyers of the county shall choose three representatives to be trustees; and

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners hereby establishes the Law Library Board of Trustees and adopts Rules of Procedure (Attachment A).

**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:

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

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

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

## RULES OF PROCEDURE

1. ESTABLISHMENT

Each county with a population of eight thousand or more shall have a county law library, which shall be governed and maintained as hereinafter provided.

2. BOARD OF TRUSTEES — COMPOSITION — TERMS

- A. Unless a regional law library is created pursuant to RCW 27.24.062, every county with a population of eight thousand or more but less than three hundred thousand must have a board of law library trustees consisting of five members to be constituted as follows: The chair of the county legislative authority is an ex officio trustee, the judges of the superior court of the county shall choose one of their number to be a trustee, and the members of the county bar association shall choose three members of the county to be trustees. If there is no county bar association, then the lawyers of the county shall choose three of their number to be trustees.
- B. The term of office of a member of the board who is a judge is for as long as he or she continues to be a judge, and the term of a member who is from the bar is four years. Vacancies shall be filled as they occur and in the manner directed in this section. The office of trustee shall be without salary or other compensation. The board shall elect one of their number president and the librarian shall act as secretary, except that in counties with a population of eight thousand or more but less than three hundred thousand, the board shall elect one of their number to act as secretary if no librarian is appointed. Meetings shall be held at least once per year, and if more often, then at such times as may be prescribed by rule.

3. POWERS OF BOARD

The board of law library trustees shall have power:

- A. To make and enforce rules for their own procedure and for the government, care and use of the library, and for the guidance of employees.
- B. To remove any trustee, except an ex officio trustee, for neglect to attend the meetings of the board.
- C. To employ a librarian and assistants and to prescribe their duties, fix their compensation and remove them at will.
- D. To purchase books, periodicals and other property suitable for the library and to accept gifts and bequests of money and property for the library, and to sell property which is unsuitable or not needed for the library.
- E. To examine and approve for payment claims and demands payable out of the county law library fund.

#### 4. ANNUAL REPORT

The board of law library trustees shall, on or before the first Monday in September of each year, make a report to the county legislative authority of their county giving the condition of their trust, with a full statement of all property received and how used, the number of books and other publications on hand, the number added by purchase, gift or otherwise during the preceding year, the number lost or missing, and such other information as may be of public interest, together with a financial report showing all receipts and disbursements of money.

#### 5. LIBRARY ROOMS AND SERVICE

The county legislative authority of each county that is required to maintain a county law library shall upon demand by the board of law library trustees, provide a room suitable for the law library, with adequate heat, light, and janitor service.

#### 6. FREE USE OF LIBRARY

The use of the county law library shall be free to the judges of the state, to state and county officials, and to members of the bar, and to such others as the board of trustees may by rule provide. Residents of counties with a population of three hundred thousand or more shall have free use of the law library.

#### 7. ESTABLISHMENT OF COUNTY LAW LIBRARY — TRUSTEE — FREE USE OF LIBRARY

The use of the county law library shall be free to the judges of the state, to state and county officials, and to members of the bar, and to such others as the prosecuting attorney may by rule provide.

#### 8. PORTION OF FILING FEES FOR COUNTY OR REGIONAL LAW LIBRARY

In each county pursuant to this chapter, the county treasurer shall deposit in the county or regional law library fund a sum equal to seventeen dollars for every new probate or civil filing fee, including appeals and for every fee for filing a counterclaim, cross-claim, or third-party claim in any civil action, collected by the clerk of the superior court and seven dollars for every fee collected for the commencement of a civil action and for the filing of a counterclaim, cross-claim, or third-party claim in any civil action in district court for the support of the law library in that county or the regional law library to which the county belongs: PROVIDED, That upon a showing of need the seventeen dollar contribution may be increased up to twenty dollars or in counties with multiple library sites up to thirty dollars upon the request of the law library board of trustees and with the approval of the county legislative body or bodies.

9. DISCONTINUANCE OF FEES

The collection of the fees directed in RCW 27.24.070 shall be discontinued whenever the board of trustees of a county library or the prosecuting attorney, as the case may be, files with the county clerk and clerks of the district courts a written resolution to the effect that the county library fund in its county is sufficient for all present needs, which resolution shall remain effective until it is later rescinded. Upon its rescission, the county clerk and clerks of the district courts shall resume the collection of such fees.



Board of Pacific County Commissioners  
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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:  
12/8/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ Legal Required

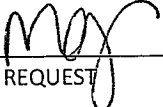
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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|                              | <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: 12/1/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Accept Official Bond for Prosecutor Mark McClain, effective January 1, 2016 through January 1, 2017	





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:

12/08/15

## AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

#### DISTRIBUTION LIST:

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|                              | <input type="checkbox"/> 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: November 30, 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 2015-057 authorizing fy2015 budget category appropriation transfers

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

**IN THE MATTER OF AMENDMENTS TO THE FISCAL YEAR 2015 BUDGET  
BY APPROPRIATION TRANSFER**

**WHEREAS**, it has been brought to the attention of the Board of Pacific County Commissioners that adjustments by transfer should be made to the fiscal year 2015 budget appropriations in the funds and departments listed in Attachment A of this resolution; and

**WHEREAS**, sufficient appropriations exist within other budget categories to permit the necessary adjustments, as requested; now, therefore,

**IT IS HEREBY RESOLVED** that the transfer of budget appropriations as listed in Attachment A of this resolution is approved; and

**IT IS HEREBY FURTHER RESOLVED** that the Auditor be authorized to transfer the fiscal year 2015 budget appropriations as listed in Attachment A of this resolution.

**PASSED** by the following vote this 8<sup>th</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

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

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

ATTEST:

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

<b>Fund Name</b>	<b>Amount</b>	<b>Transfer From:</b>	<b>Transfer To:</b>
Tourism Development	\$12,400.00	106.340.557.31.49	106.340.557.33.12
Tourism Development	\$6,230.00	106.340.557.31.49	106.340.557.33.20



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REQUESTED MEETING DATE:

12/8/15

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

### DISTRIBUTION LIST:

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|                              | <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): Risk

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE:

DATE: 11-17-15

### NARRATIVE OF REQUEST

Request approval of hire of James Worlton at a Grade 10, Step 3, .8 FTE, effective January 1, 2016. James will be replacing the position that Sara Bottoms held. James comes to this position with 12+ years of experience with records management at a University of Texas Libraries. He also has been a college instructor, and holds a masters and doctorate degree in music composition. This position was included in the 2016 budget request.

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

Approve the hire of James Worlton at management Grade 10, Step 3, .8 FTE, effective January 1, 2016.  
to fill vacant Public Records Coordinator position



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:

12/8/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 12/1/2015

#### NARRATIVE OF REQUEST

On July 14, 2015, the Board approved a Contract for Services with the Port of Chinook for the Boat Hoist Dock Construction project. The Contract was not returned signed. The Port is requesting the term of the Contract be extended.

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

Rescind motion of July 14, 2015, and approve Contract for Services with the Port of Chinook for the Boat Hoist Dock Construction project with a project completion date of December 31, 2016

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

## CONTRACT FOR SERVICES

Between  
PACIFIC COUNTY, WASHINGTON  
And  
THE PORT OF CHINOOK

**THIS CONTRACT** is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Chinook – 743 Water Street/P O Box 185, Chinook, Washington 98614 (the “RECIPIENT”).

**WHEREAS**, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to complete a two phase construction project at the marina. Phase One will consist of constructing a pile supported dock that will add to their current boat hoist; and

**WHEREAS**, the RECIPIENT’S Boat Hoist Dock Construction project meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

**WHEREAS**, the RECIPIENT’S Boat Hoist Dock Construction project implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

**WHEREAS**, the RECIPIENT’S Boat Hoist Dock Construction project will require substantial financial support from multiple sources; and

**WHEREAS**, the RECIPIENT’S Boat Hoist Dock Construction project is listed on the Overall Economic Development Plan for Pacific County; and

**WHEREAS**, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

**WHEREAS**, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

**WHEREAS**, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

**WHEREAS**, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

**WHEREAS**, the COUNTY desires to financially assist the RECIPIENT with its Project; and

**WHEREAS**, the COUNTY has authorized expenditure of funds retained from sales and use taxes as per RCW 82.14.370 on this project following a public review process, and

**WHEREAS**, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and

**WHEREAS**, the RECIPIENT wishes to enter into this CONTRACT to perform these services on behalf of Pacific County.

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

1. **FUNDING**

Twenty One thousand dollars (\$21,000) has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement beginning June 1, 2015 through December 31, 2016. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a cost reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the Boat Hoist Dock Construction by constructing a pile supported dock that will add to the existing boat hoist. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

Reimbursement shall only be for expenses incurred for the Boat Hoist Dock Construction as specified in the 2015 Port of Chinook Infrastructure Funding Application (Attachment A).

4. **LOCAL FUNDING**

The RECIPIENT affirms its pledge to use its own funds and grant and loan funds in support of the Project as needed to complete the project.

5. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT by warrant within forty five (45) days of billing as per the terms listed within Section 1.

As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY in a final project report:

- Project expenditure details, and
- Identification of the economic benefits to the ports and Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.



- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

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

8. **NONDISCRIMINATION**

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

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

10. **EMPLOYMENT RELATIONSHIPS**

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

11. **INSURANCE**

Without limiting the RECIPIENT'S indemnification of COUNTY, and prior to commencement of this Contract, RECIPIENT 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.** RECIPIENT 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.** RECIPIENT 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 RECIPIENT 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.** RECIPIENT 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 RECIPIENT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RECIPIENT 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 RECIPIENT must name the COUNTY as an additional insured. The RECIPIENT agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that RECIPIENT's liability insurance policy shall so state.

12. **INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT 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 RECIPIENT, its employees, agents or volunteers or RECIPIENT'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 RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT 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 RECIPIENT 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 RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT'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 RECIPIENT's indemnity obligations under the Contract.
- C. Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT's indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

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

14. **CONTRACT MODIFICATIONS**

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

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1<sup>st</sup> day of June, 2015. It will continue in effect through the 31<sup>st</sup> day of December, 2016, unless sooner terminated or extended as provided herein.

16. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

17. **SPECIAL PROVISION**

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

18. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

19. **GOVERNING LAW AND VENUE**

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

20. **ADMINISTRATION**

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

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

For the RECIPIENT: John Demase, Port Manager  
Port of Chinook  
743 Water Street/P O Box 185  
Chinook, WA 98614  
Telephone: 360/777-8797

21. **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.

1. **Disputes.** Differences between the RECIPIENT 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 RECIPIENT 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.**

2. **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.

3. **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.

## 22. **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 RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT 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 RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

RECIPIENT 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 RECIPIENT relating to its 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.

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

**RECIPIENT (Port of Chinook)**

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

\_\_\_\_\_  
John Demase Date

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

**ATTEST:**

\_\_\_\_\_  
Name, Title Date

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

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

**APPROVED AS TO FORM**

**ATTEST:**

\_\_\_\_\_  
Mark McClain Date  
Pacific County Prosecutor

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

# Search Results

**Current Search Terms: Port\* of chinook\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

## Glossary

### Search

### Results

Entity

Exclusion

### Search

### Filters

By Record

Status

By

Functional

Area - Entity

Management

By

Functional

Area -

Performance

Information

SAM | System for Award Management 1.0

IBM v1.P.39.20151125-1136



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

# Public Facilities Improvements (Fund 126)

## Total Budget: Expenditure Overview By Category

Category	Historical Data					2015		2016		
	2011 Actual \$	2012 Actual \$	2013 Actual \$	2014 Actual \$	4-yr. Avg. \$	Total Budget \$ Including All Amendments	Actual \$ Through 9-30-2015	Baseline \$	Dept. Request \$	Budget \$
Personnel	-	-	-	-	-	-	-	-	-	-
Operating	218,375.81	302,030.47	149,417.88	215,416.12	221,310	286,418	105,354.00	294,418	294,418	294,418
Capital	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-
Grand Total	218,375.81	302,030.47	149,417.88	215,416.12	221,310	286,418	105,354.00	294,418	294,418	294,418

Existing Long-Term Commitments				FY2016 Budget \$	Project Total \$	Project Duration	Total fy2016 Commitments (Short & Long-Term)	FY2016 Budget \$
City of Ilwaco - Community Building Renovation #2				18,979	284,685	2008-2022	Existing Long-Term Commitments (as listed on this page)	196,418
City of Ilwaco - Fire Station Reconstruction				25,000	375,000	2008-2022	Sawmill Backflow Check Valve	52,000
City of South Bend - Domestic Water Storage Tank Project				12,000	204,000	2007-2023	Contingency	25,000
City of South Bend - Wastewater Treatment Plant				24,000	456,000	2005-2023	Port of Chinook Boat Hoist Dock	21,000
						2015-2017	<b>Total</b>	<b>294,418</b>



**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.