

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

**Tuesday, March 10, 2015
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (Item A)

- A) Approve Rainbow Valley Landfill Vouchers:
Pacific County Treasurer - \$179.27
Royal Heights Transfer Station, Inc. - \$3,074
PUD #2 - \$69.84
SCS Engineers - \$4,089.49

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.

201571

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	2/24/15	UTILITIES	660	000	537	10	41	69.84

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

Larry Bale
 Signature

PRES.
 Title

3/2/15
 Date

Reviewed by:

[Signature]
 Faith Taylor, Director
 Department of Community Development

March 4 '15
 Date

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

 Chairman, Pacific County Board of Health

 Date

2015-10

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4034	3/2/15	LEACHATE TRANSPORTATION	660	000	537	10	41	3074.00

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

Garry Bale
 Signature

PRES.
 Title

3/2/15
 Date

Reviewed by:

[Signature]
 Faith Taylor, Director
 Department of Community Development

March 4 '15
 Date

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 Chairman, Pacific County Board of Health

 Date

2015-09

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

Pacific County Treasurer

PO box 98

South Bend, WA 98586

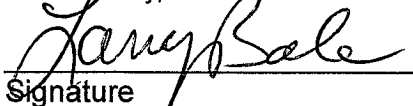
Vendor #	Date
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
		PROPERTY TAX	660	000	537	10	41	179.27

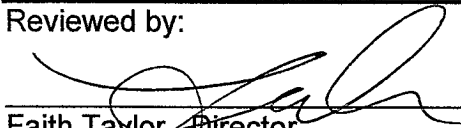
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 Signature

PRES.
 Title

3/2/15
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development

 4.15
 Date

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 Chairman, Pacific County Board of Health

 Date

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

March 10, 2015

9:00AM or shortly thereafter

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

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 Joint (Elected/Appointed) Management Meeting *(Elections Room)*

2:00 PM Workshop with Prosecutor Mark McClain

PUBLIC MEETINGS

6:00 PM Community Forum *(Lebam Community Church)*

Call to Order

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

CONSENT AGENDA (Items 1-10)

Health and Human Services Department

- 1) Approve Amendment #1 to Consolidated Contract No. C17121 regarding Nutrition Education Program

Juvenile Court Services

- 2) Approve transfer of computer workstation to Computer Services

Department of Public Works

- 3) Approve Road Haul Permit No. 2015-7 with Hancock Forest Management
- 4) Approve continuation of Road Haul Permit 2015-11 and continuation of Bond No. 105380750 with North Fork Timber
- 5) Acknowledge probation completion of Samantha Johnson

Boards and Commissions

- 6) Approve reappointment of Nancy Stifel-Schutt to the Human Services Advisory Council
- 7) Approve reappointment of Pat Manning, Norm Grier, Joel Anderson, and Frank Glenn-IV to the Flood Control Advisory Board
- 8) Acknowledge the resignation of Marte Lemke from the Human Services Advisory Board

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

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

General Business

- 9) Vendor Claims:
Warrants Numbered 126203 thru 126288 - \$101,680.04
- 10) Approve February, 2015 payroll: # of employees: 169, total payroll amount: \$676,044.24

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 11) Acknowledge resignation of Cassie Ogilvie, Accountant and consider approval of posting and advertising (if necessary) for vacant position
- 12) Consider adoption of Resolution 2015-010 setting weight restrictions on county bridges
- 13) Consider approval of Communication Lease Agreement with Oregon Public Broadcasting for the Megler Site

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 14) Consider award of Request for Proposal to Taft Plumbing & Septic, Inc. to install an emergency eye wash and shower station in the Household Hazardous Waste Facility
- 15) Acknowledge the resignation of Tia Channell, Administrative Asst. II; and consider approval of posting and advertising (if necessary) of vacant position

ITEMS REGARDING HEALTH AND HUMAN SERVICES DEPARTMENT

- 16) Consider approval of Business Association Addendum with Trans Union, LLC; authorize Chair to sign
- 17) Consider approval of Contractor Identity Specimen Collection Agreement with Laboratory Corporation of America Holdings regarding paternity testing; authorize Chair to sign
- 18) Consider approval of Interlocal Agreement with ESD 112 to support youth mental health first aid; authorize Chair to sign
- 19) Consider approval of Health Care Authority Contract #K1413 for Medicaid Administrative Match program and reimbursement; authorize Chair to sign

ITEMS REGARDING VEGETATION MANAGEMENT

- 20) Consider approval of Contract for Services with the City of Raymond

ITEMS REGARDING SHERIFF'S OFFICE

- 21) Consider approval of SHSP contract #E15-221 for re-allocated grant funding; authorize Chair to sign
- 22) Consider authorization to submit Request for Application (RFA) to Washington Service Corps for AmericCorps Service Member; authorize Chair to sign

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ITEMS REGARDING BOARDS AND COMMISSIONS

- 23) Consider adoption of Resolution 2015-011 establishing the One-Tenth of 1% Sub-Committee of the Human Services Advisory Board
- 24) Consider adoption of Rules of Procedures for the Veterans' Advisory Board

ITEMS REGARDING RISK MANAGEMENT

- 25) Consider denial of Claim for Damages #2015-02-001

ITEMS REGARDING GENERAL BUSINESS

- 26) Consider adoption of Resolution 2015-012 amending the Travel and Expense Policy

EXECUTIVE SESSION

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

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

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

REQUESTED MEETING DATE:

03/10/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

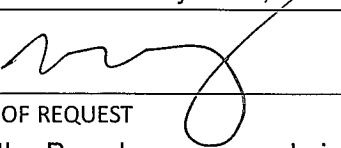
Review ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 3/2/15
NARRATIVE OF REQUEST Request the Board approve and sign the Pacific County Health and Human Services Department 2015-2017 Consolidated Contract, Amendment #1, Contract Number C17121, with Department of Health. This amendment provides the additional funding for the SNAP ED Nutrition Education program from January 2015 through September 2015. This grant covers programing from October 1, 2014 through September 2015. This amendment also covers additional funding for the Family Planning program. The Snap Ed funding was included in our approved 2015 budget and will not require a supplemental budget request. The additional family planning money was not included in the budget. The State offered it to us after the first of the year and can be spent on programing. We will need to request a supplemental budget for this funding.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
2015 – 2017 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: C17121

AMENDMENT NUMBER: 1

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

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

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

- ☒ Adds Statements of Work for the following programs:
 - Supplemental Nutrition Assistance Program-Education - Effective January 1, 2015
- ☒ Amends Statements of Work for the following programs:
 - Family Planning - Effective January 1, 2015
- ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-1 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B Allocations as follows:

- ☒ Increase of \$94,080 for a revised maximum consideration of \$424,318.
- ☐ Decrease of _____ for a revised maximum consideration of _____.
- ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-1 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

PACIFIC COUNTY HEALTH & HUMAN SERVICES
DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Date

Date

APPROVED AS TO FORM ONLY
Assistant Attorney General



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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

03/10/15

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

☐ 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: Juvenile Court Services

DIVISION (if applicable): South Bend

OFFICIAL NAME & TITLE: J. Wayne Leonard, JCA

PHONE / EXT: 3350

SIGNATURE: _____

DATE: 03/04/2015

NARRATIVE OF REQUEST

Request to dispose of computer workstation

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3028	DEPT/OFFICE: juvenile -Shannon Pettit
EQUIPMENT DESCRIPTION: Optiplex 960/2.83	LOCATION: South Bend
MODEL NUMBER: 960	SERIAL NUMBER:

IS THIS EQUIPMENT STILL FUNCTIONING?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

DISPOSAL

DISPOSAL DATE: 02/15/2015	HOW DISPOSED: Computer Services took it
REASON FOR DISPOSAL: Replace with a new one	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

TRANSFER DATE:	
TRANSFERRED FROM (DEPT/OFFICE):	TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:

Fixed Asset #:	Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
Equipment:	Describe the equipment as it is listed on your current inventory.
Department:	Name of your office/department.
Location:	List the building, office, etc, where this equipment is located.
Model #:	Complete this section for equipment having model numbers.
Serial #:	Complete this section for equipment having serial numbers.
Functional:	Is this equipment functioning well enough to be used?
Other Dept:	Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed:	The date the BOCC approved disposal of this equipment
How Disposed:	Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec'd:	Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser:	If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed:	Outdated, nonfunctional, replaced, etc.

Your request to ☐ dispose ☐ transfer the above referenced inventory item was ☐ approved ☐ denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.



REQUESTED MEETING DATE:

March 10, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Management

☐ Legal

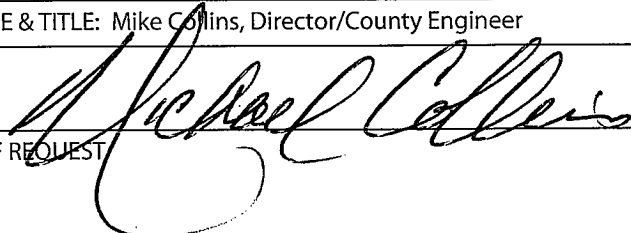
☐ OTHER: _____

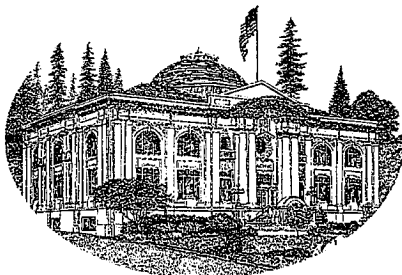
DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 2-28-15
NARRATIVE OF REQUEST Hancock Forest Management has submitted Road Haul Permit No. 2015-7 and have submitted \$80,000 in new bonds (\$14,000 Elk River, \$30,000 Newkah, \$24,000 North River, and \$12,000 Sacajawea) and have requested rollover of \$44,666.83 of 2014 bonds (\$879.34 Chehalis, \$7,055.78 Elkhorn, \$5,594.46 Newkah, \$18,000 North River, and \$13,137.25 Sacajawea). Please accept these bonds for their 2015 haul season.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

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

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

Pacific County is an Equal Opportunity Employer

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

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

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

DATE: February 27, 2015

TO: Andree Harland, Accounting Manager

FROM: Karen Bannish, Senior Engineering Technician

RE: **Hancock Forest Management Road Haul Permit for 2014-15**

The following outlines the bonds on file for Hancock Forest Management through 2014:

Name	Bond	Year	Receipt	Action
Chehalis	\$ 879.34			Continued from 2013
Elk River	\$-0-			No previous balance
Elkhorn	\$ 7,055.78	2014	#55104	Continued from 2013/New 2014
Grays Harbor	Refunded	2014		Refunded
Knappton	0			New client
Newskah	\$ 5,594.46			Balance from 2014
North River	\$18,000.00	2014	#55104	Balance from 2014
Sacajawea	\$13,137.25		#55104	Continued from 2013/New 2014
Wahkiakum	\$-0-			No previous balance
			TOTAL	\$23,500 new & \$21,166.83 continued TOTAL \$44,666.83

Total restoration paid for 2014 hauling \$23,107.04 as follows:

Name	2014 Bond	Restore	Action	
			Roll over to 2015	Paid
Chehalis	\$ 879.34	0	Roll over \$879.34	
Elk River	0	\$ 3,876.88	-0-	Pd#55579- \$3,876.88
Elkhorn	\$ 7,055.78	0	Roll over \$7,055.78	
Knappton	-0-	\$ 841.40	-0-	Pd#55579- \$841.40
Newskah	\$ 5,594.46	\$ 1,004.96	Roll over \$5,594.46	Pd#55579- \$1,004.96
North River	\$ 18,000.00	\$14,489.44	Roll over \$18,000	Pd#55579- \$14,489.44
Sacajawea	\$ 13,137.25	\$ 2,894.36	Roll over \$13,137.25	Pd#55579- \$2,894.36
Wahkiakum	\$-0-	0	-0-	
Total	\$ 44,666.83	\$23,107.04	\$44,666.83 ROLL	\$23,107.04 PAID

Total roll over for 2015 = \$44,666.83 will remain in Suspense Account No. 813.310.389.00.00.

This year there are no funds to be transferred from Suspense Account No. 813.310.389.00.00 to Restoration Account No. 104.301.369.40.00.

Bonds for 2015 submitted include; \$80,000 on Receipt # 55579 and a rollover balance of \$44,666.83.

Name	New Bonds	2015 Balance
Chehalis		\$879.34 ROLLOVER
Elk River	\$14,000 Rec. #55579	\$14,000 NEW
Elkhorn		\$7,055.78 ROLLOVER
Grays Harbor	Refunded	
Newskah	\$30,000 Rec. # 55579	\$5,594.46 + \$30,000
North River	\$24,000 Rec. #55579	\$18,000 + \$24,000
Sacajawea	\$12,000 Rec. #55579	\$13,137.25+\$12,000
Wahkiakum		0
TOTAL BONDS – 2015	\$80,000	\$44,666.83ROLL+\$80,000NEW

There are no refunds for restoration for 2014.



REQUESTED MEETING DATE:

March 10, 2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: 

DATE: 2-28-15

NARRATIVE OF REQUEST

North Fork Timber has submitted Road Haul Permit No. 2015-11 and have requested continuation of Bond No. 105380750 in the amount of \$15,780 for the 2015 haul season.

The original bond will be on file with DPW.

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



REQUESTED MEETING DATE:

March 10, 2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

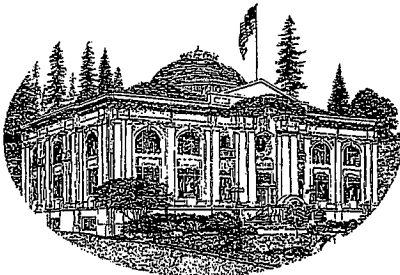
☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE:
NARRATIVE OF REQUEST	
Notice of completed probation period for Samantha Johnson.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

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

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

Pacific County is an Equal Opportunity Employer

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

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

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: March 1, 2015

TO: Personnel File

FROM: Mike Collins, Director/County Engineer *mmc*

RE: **Completion of Probation Period for Samantha Johnson**

On March 15, 2015 Samantha Johnson, Administrative Assistant II will complete her probation period with the Department of Public Works in accordance with Collective Bargaining Agreement 367C, Section 5.8.2.

Sami has been an outstanding addition to our staff.



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:
03/10/15

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

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

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☐ 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: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 2/20/2015

NARRATIVE OF REQUEST

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

Approve the reappointment of Nancy Stifel-Schutt to another three year term on the Human Services Advisory Council



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:

03/10/15

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

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Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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☐ DCD

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☐ 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: 2/20/2015

NARRATIVE OF REQUEST

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

Approve the reappointment of the following members to another two year term on the Flood Control Advisory Board:



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

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

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

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☐ 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: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom

PHONE / EXT: 2648

SIGNATURE: 

DATE: 3-2-2-15

NARRATIVE OF REQUEST

FYI- Attached is the resignation letter from Marte Lemke from the Human Services Advisory Board. Marte has served on the HSAB for several years and has been an outstanding member and will be missed. With Marte's resignation, I am down to 7 HSAB members, 2 of which are from south county. So, I will be looking for someone to be appointed to fill her place (if you have any recommendations, please let me know :). Please let me know if you have questions. Thank you!

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

February 19, 2015

Pacific County Commissioners
PO Box 187
South Bend, WA 98589

Dear Frank, Lisa, Steve,

As your appointee to the Human Services Advisory Council, I feel it is to you that I should offer my resignation. My husband and I have decided to do more extensive travel and will not be in Pacific County on such a regular basis so as to enable my participation on this very important council.

But I want to add that this assignment has enriched my knowledge of this community immensely. I never understood the incredible depth of the need for the services provided by the county to a huge number of our very vulnerable citizens- those who live in poverty, struggle with addictions, live with impairments.

I end this note by telling you what I am sure you know: your county staff that deals with these issues – and the people the county contracts with- are treasures!! Their skills, professionalism, commitment put them in the top bracket of their peers around the country. It was an enriching experience to work with them over my several years on this council. So treat them well – and do whatever you can to retain them here in Pacific County.

Best wishes on the tasks ahead.

Sincerely,

Marty Lemke
PO Box 1038
Ocean Park, WA 98640

**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, March 10, 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

126203 thru 126288 \$ 101,680.04

Warrants Dated: February 27, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

MAR - 2 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: FEBRUARY, YEAR OF 2015

TOTAL EMPLOYEES: 169

TOTAL PAYROLL: \$676,044.24

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ____10th____day of March 2015

Chairperson

Commissioner

Commissioner

Clerk of the Board

RECEIVED
PACIFIC COUNTY Attest:

FEB 27 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS



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

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

REQUESTED MEETING DATE:

March 10, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Management

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 2-27-15
NARRATIVE OF REQUEST Accept resignation of Kathleen "Cassie" Ogilvie and advertise for Accountant Position in accordance with Collective Bargaining Agreement 367C.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

February 27, 2015

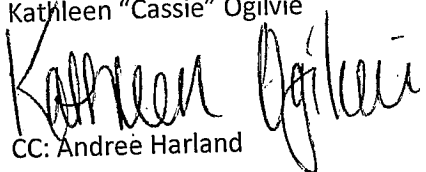
Dear Mike,

This letter is to inform you that I have accepted employment outside of Pacific County. This is my formal resignation. My last day for Pacific County Department of Public Works will be Friday, March 13, 2015.

I would like to thank you for the all the opportunities that were offered through working with the Department of Public Works. It has been my pleasure.

Respectfully,

Kathleen "Cassie" Ogilvie

A handwritten signature in black ink, appearing to read "Kathleen Ogilvie", written over the printed name.

CC: Andree Harland



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

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

REQUESTED MEETING DATE:

March 10, 2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

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☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: *2-27-15*

NARRATIVE OF REQUEST

Attached is a resolution rescinding Resolution No. 2012-11 and 2014-040 setting weight restrictions on county bridges in accordance with RCW 46.61.450 & RCW 36.75.270. By rescinding both these resolutions all current restrictions are on one form.

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

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
RESOLUTION NO. _____**

**IN THE MATTER OF RESCINDING RESOLUTION NO. 2012-011 & No. 2014-040
AND SETTING WEIGHT LIMITS ON BRIDGES**

WHEREAS, Resolution No. 2012-011 was executed by the Board of County Commissioners in their April 10, 2012 meeting setting permanent ten ton weight limits on all County roads and implemented the following gross weight limits for the following bridges;

WHEREAS, Resolution No. 4014-040 amended this resolution setting gross weight limits on additional bridges;

WHEREAS, recommendation has been received for the Pacific County Engineer to add additional bridges to the weight restricted listing; and

WHEREAS, R.C.W. 46.61.450 allows local authorities to restrict weight limits on bridges within their jurisdiction and R.C.W. 36.75.270 allows the Board of County Commissioners of each County, by resolution, to limit or prohibit classes or types of vehicles on any County road and bridge; now therefore

IT IS HEREBY RESOLVED by the Board of Pacific County Commissioners that Resolutions No. 2012-011 and No. 2014-040 are hereby rescinded; and

IT IS FURTHER RESOLVED that the County Engineer's recommendations for weight restrictions be accepted for the noted sections of Pacific County bridges as follows;

NUMBER	NAME	MP	RESTRICTION	
176901 Davis Creek Bridge Knapton Road MP 1.58			WEIGHT LIMIT	
	Type 3		24 Ton	
	Type 3S2		36 Ton	
	Type 3-3		40 Ton	
			SINGLE UNIT VEHICLES	
	4 Axle		26 Ton	
	5 Axle		30 Ton	
	6 Axle		33 Ton	
	7+ Axle		36 Ton	
318501 Surfside Bridge 315 TH MP 0.88			WEIGHT LIMIT	
	Type 3		12 Ton	
	Type 3S2		15 Ton	
	Type 3-3		17 Ton	

401201 South Nemah Bridge Lynn Point Road MP 0.72	SINGLE UNIT VEHICLES	
	4 Axle	23 Ton
	5 Axle	25 Ton
	6 Axle	27 Ton
	7+ Axle	30 Ton
412701 Bay Center Bridge 2 nd Street MP 0.02	SINGLE UNIT VEHICLES	
	4 Axle	27 Ton
	5 Axle	28 Ton
	6 Axle	29 Ton
	7+ Axle	31 Ton
419401 Niawiakum Bridge South Bend Palix Road MP 7.65	WEIGHT LIMIT	
	Type 3	19 Ton
	Type 3S2	31 Ton
	Type 3-3	33 Ton
	SINGLE UNIT VEHICLES	
	4 Axle	21 Ton
	5 Axle	24 Ton
	6 Axle	27 Ton
	7+ Axle	30 Ton
467301 Menlo-South Fork #1 South Fork Road MP 3.04	WEIGHT LIMIT	
	Type 3	25 Ton
	Type 3S2	36 Ton
	Type 3-3	40 Ton
492101 Huber Bridge Falls Creek Road MP 0.01	SINGLE UNIT VEHICLES	
	4 Axle	25 Ton
	5 Axle	27 Ton
	6 Axle	27 Ton
	7+ Axle	29 Ton
515101 Larkin Bridge Larkin Road MP 0.92	WEIGHT LIMIT	
	Type 3	25 Ton
	Type 3S2	34 Ton
	Type 3-3	40 Ton
	SINGLE UNIT VEHICLES	
	4 Axle	27 Ton
	5 Axle	31 Ton
	6 Axle	34 Ton
	7+ Axle	36 Ton
612401 Fall River Bridge North River Road MP 2.67	SINGLE UNIT VEHICLES	
	6 Axle	31 Ton
	7+ Axle	31 Ton

911901 Ellsworth Slough Parpala Road MP 0.70	SINGLE UNIT VEHICLES	
	4 Axle	27 Ton
	5 Axle	29 Ton
	6 Axle	30 Ton
	7+ Axle	30 Ton
912801 South Fork Naselle South Valley Road MP 0.10	WEIGHT LIMIT	
	Type 3	25 Ton
	Type 3S2	33 Ton
	Type 3-3	38 Ton
	SINGLE UNIT VEHICLES	
	4 Axle	25 Ton
	5 Axle	27 Ton
	6 Axle	28 Ton
	7+ Axle	29 Ton
947002 Campbell Bridge Elk Prairie Road MP 2.08	WEIGHT LIMIT	
	TYPE 3	25 Ton
	Type 3S2	32 Ton
	Type 3-3	40 Ton
	SINGLE UNIT VEHICLES	
	4 Axle	28 Ton
	5 Axle	29 Ton
	6 Axle	30 Ton
	7+ Axle	30 Ton
947003 Karnas Bridge Elk Prairie Road MP 2.88	WEIGHT LIMIT	
	Type 3	25 Ton
	Type 3S2	30 Ton
	Type 3-3	38 Ton
	SINGLE UNIT VEHICLES	
	4 Axle	25 Ton
	5 Axle	27 Ton
	6 Axle	27 Ton
	7+ Axle	28 Ton
961901 Camp One Bridge Camp One Road MP 1.63	WEIGHT LIMIT	
	Type 3	20 Ton
	Type 3S2	31 Ton
	Type 3-3	38 Ton
	SINGLE UNIT VEHICLES	
	4 Axle	19 Ton
	5 Axle	21 Ton
	6 Axle	22 Ton
	7+ Axle	23 Ton

IT IS STILL FURTHER RESOLVED school buses, motor homes, emergency vehicles, service vehicles, and motor trucks making local deliveries of perishable goods,

agricultural products or commodities essential for the health and welfare of local residents are exempt from these restrictions; and

IT IS STILL FURTHER RESOLVED the bridges will be posted with appropriate signing; and

IT IS STILL FURTHER RESOLVED the weight restrictions for roads – ten ton, and bridges as noted above will remain in effect until such time as recommendation is received and accepted from the County Engineer to adjust the limits or amend this list.

DATED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner



REQUESTED MEETING DATE:

2/24/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #:

Initial:

Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO:

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE:

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AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton/Assistant Telecommunications Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 2/11/2015
NARRATIVE OF REQUEST	
Attached for the Board's consideration is renewed Communication Lease Agreement with Oregon Public Broadcasting for their facility use at Megler site. The rate in Exhibit A is being increased from \$3,500 to \$4,225 annually which represents a 15% increase.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities throughout the COUNTY for the usage by municipal, local, and county government, and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **Oregon Public Broadcasting**, (hereinafter called **OPB**), this 1st day of January, 2015.

WITNESSETH: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable for another 5-year term, upon agreement by both parties, at the end of this term.
2. **TERMINATION BY LESSEE**:
 - 2.1 **OPB** shall have the right to terminate this lease upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:
 - a. If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of **OPB's** equipment cannot be obtained, or if **OPB** determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
 - b. If **OPB** determines at any time that the premises are not appropriate for **OPB's** equipment for technological reasons, including, but not limited to, signal interference.
 - c. If **OPB's** license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.
3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE**: If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this

Use Agreement, or if **OPB** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** **OPB** shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be paid in advance by January 31 for the term January 1st to December 31st.
5. **RATES:** At the end of the first five years of this Use Agreement, COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the Department of Natural Resources (DNR) rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty-five (25%) percent.
6. **INDEMNIFICATION:** In accepting this Agreement, **OPB**, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of **OPB** or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, **OPB**, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense

and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

7. **INSURANCE:** OPB shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. OPB must name the COUNTY as an additional insured. OPB shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. OPB agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that OPB's liability insurance policy shall so state. OPB shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
8. **PREMISES:** The COUNTY shall provide OPB tower and shelter space in addition to fenced security and access to the facility. OPB shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for OPBs exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude (Megler Site).
9. **EQUIPMENT:** OPB shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. OPB shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna feeds shall be ½" or larger jacketed solid sheathed transmission line.
 - Cable shall be clamped to cable trays in accordance with existing methods.
 - Equipment shall be bonded to existing ground grid in accordance with applicable codes.

10. **INTERFERENCE:** OPB shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on OPB's equipment, OPB shall cooperate; however, OPB shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*(Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of OPB's equipment at the Megler Site).

11. **SECURITY AND MAINTENANCE:** The COUNTY shall provide security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use Agreement at no additional charge to OPB. COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. OPB shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, OPB shall notify the COUNTY of such default and request cure within ten (10) days.

12. **IMPROVEMENTS:** All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES:** If a tower or building is damaged or destroyed that contains equipment of **OPB** and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then **OPB** shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **OPB**, there shall be an equitable reduction of rent until the damage has been repaired.
14. **TAXES:** **OPB** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.
15. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by **OPB** shall be and remain the property of **OPB** and may be removed or replaced by **OPB** at any time from time to time, provided that **OPB** repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **OPB** may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of **OPB**, or (ii) any entity which buys all or substantially all of the assets of **OPB** used in connection with the operation of **OPB**. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

17. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.
18. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
20. **WAIVER OF SUBROGATION:** COUNTY and OPB hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.
21. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY:

Pacific County Board of County Commissioners
PO Box 187
South Bend, WA 98586
Attn: Communications Engineer

If to OPB:

Oregon Public Broadcasting.
7140 SW Macadam Avenue
Portland, OR 97219-3099
Attn: VP of Engineering
Copy to: General Counsel

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
_____ day of _____, 2015.

Oregon Public Broadcasting

Signature

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586

Chairperson

Commissioner

Commissioner

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	1000 Watt UHF Television Transmitter	\$3,571.00
2	1	UHF TX Antenna (shared with one other user)	\$454.00
3	1	12" Diameter Dish	\$200.00
TOTAL ANNUAL RATE			\$4,225.00

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

The following minimum standards have been adopted for Pacific County's Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

GENERAL

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.
2. Where applicable, personnel entering a facility building shall use the security access device before entering.
3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.
4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

TOWERS

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.
2. Tower structural members shall not be drilled or punched.
3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.
4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.
5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping to another user is not allowed.
6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.
7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.
2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.
3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.
4. Lighting arrestors are recommended at the building entrance.
5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.
6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.
7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.
8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____



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

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

REQUESTED MEETING DATE:

3/10/15
1/13/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

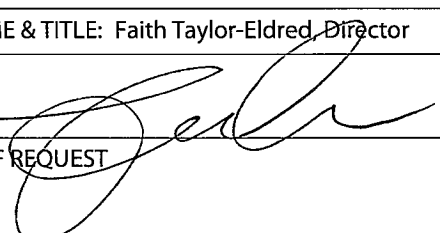
Review: ☐ Clerk of the Board
☐ Risk Management
☐ Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 3-4-15
NARRATIVE OF REQUEST	
<p>The Department requests approval to hire Taft Plumbing & Septic, Inc, to install an emergency eye wash and shower station in the Household Hazardous Waste Facility in Long Beach. The work will be funded through grant and tipping fees.</p> <p>This is the only bid received by the County. The RFP closed March 2nd.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Taft Plumbing & Septic, Inc

PO Box 302

WA 98640

(360) 665-4775

Estimate

Date	Estimate #
3/2/2015	102

Name / Address
Pacific County DCD* PO Box 68 South Bend, WA 98586

Ship To
Hazardous Waste

Description	Qty	Rate	Total
Labor & material to install drench shower with eyewash as per Ansi 2358.1 with 480 volt 3 phase on demand electric water heater for tepid water. Running new 3 phase power from breaker panel to heater location. Cut concrete for floor drain & repair. Install pump & basin outside building for shower drain tying into pump chamber of existing building to the south. Supply new power for pump & alarm. Water line to tie into existing 1 1/2" poly with outside valve box with drain.		0.00	0.00T
Supplies & Materials		17,500.00	17,500.00T
Labor for plumbing & electrical service		7,000.00	7,000.00T
Permits		76.00	76.00T
Prevailing wage intents & affidavit		80.00	80.00T
Material is 3 weeks out once ordered		0.00	0.00T
		Subtotal	\$24,656.00
		Sales Tax (7.8%)	\$1,923.17
		Total	\$26,579.17



REQUESTED MEETING DATE:

3/10/2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ OTHER: _____

☐ Legal

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): Solid Waste

OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director

PHONE / EXT: 360.875.9356

SIGNATURE: 

DATE: 3.4.15

NARRATIVE OF REQUEST

FYI - Tia Channell has submitted her letter of resignation. Her last day will be March 20, 2015.

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

March 4, 2015

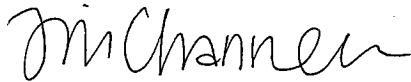
Faith Taylor-Eldred, Director
Pacific County Dept. of Community Development
PO Box 68
South Bend, WA 98586

Dear Faith,

Please accept this letter as formal notice for my resignation from my Administrative Assistant position within the Dept. of Community Development. I'd like for my last day of employment with Pacific County to be on Friday, March 20th, 2015.

My time here at DCD has been nothing shy of amazing! Thank you for all the wonderful opportunities, growth, and professionalism you have provided me during my employment here. I have thoroughly enjoyed working at Pacific County and amongst a wonderful team of colleagues.

Sincerely,

A handwritten signature in black ink, appearing to read "Tia Channell", with a stylized, cursive script.

Tia Channell
Administrative Assistant II



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:

03/10/15

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: _____

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director

PHONE / EXT: 2644

SIGNATURE: _____

DATE: 3/2/15

NARRATIVE OF REQUEST

Request the Board approve and sign the Business Associate Addendum with Trans Union, LLC. This addendum is to update our agreement with Trans Union due to updated HIPAA, (Health Insurance Portability and Accountability Act) which was updated in 2013. Trans Union provides "readers" for the computer that allows us to look up clients eligibility for Medicaid programs. We have the "readers" in both the South Bend and Long Beach clinics. This system has a monthly charge which is included in our approved 2015 budget.

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



Dear Sir or Madam,

Due to changes under HIPAA and the HITECH Act (collectively referred to as the "Final Rule") both TransUnion Healthcare and its customers are required to update all business associate agreements, effective March 26, 2013.

In order to ensure the seamless continuation of our business relationship, please review and sign the enclosed copy of the newly revised business associate agreement.

Under the Final Rule we are obligated to:

- Comply with the administrative, physical and technical safeguards and documentation standards set forth in the HIPAA Security Rule, and require any of our subcontractors or agents to do the same;
- Only use and disclose PHI in conformity with the HIPAA Privacy Rule;
- Comply with the new breach notification requirements under HITECH;
- Enter into BAAs with all subcontractors that handle PHI; and
- Be able to provide an accounting of all disclosures made by us from the EHR.

Further information can be found at the Department of Health & Human Services website at:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>

Please execute the attached BAA and return it to TransUnion Healthcare at hclegal@transunion.com or the physical address below as soon as possible:

TransUnion Healthcare
c/o Healthcare Legal
555 West Adams Street
7th Floor
Chicago, IL 60661

Upon receipt, a copy of the fully executed BAA will be mailed or emailed back for your records. If you have any questions, please contact hclegal@transunion.com. Thank you in advance for your prompt attention to this important matter.

Sincerely,

TransUnion Healthcare

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("**Addendum**") is made and entered into as of _____, 20____ (the "**Effective Date**"), by and between Trans Union LLC, a Delaware limited liability company having an office at 555 West Adams Street, Chicago, Illinois 60661 ("**TransUnion**"), and _____, a _____ having an office at _____ ("**Customer**").

I. GENERAL PROVISIONS

Section 1.1. Service Agreements. This Addendum is part of the one or more separate agreements, entered into as of the Effective Date or in the future, pursuant to which TransUnion is providing services, products or, both ("**Services**") to Customer ("**Service Agreements**"). Service Agreements shall not include, and this Addendum shall not be applicable to, any such agreement (e.g., a "Data Furnishers Reporting Agreement") under which Customer furnishes information to TransUnion for inclusion into TransUnion's Fair Credit Reporting Act (15 U.S.C. §1681 et seq. including, without limitation, all amendments thereto) ("**FCRA**") regulated consumer reporting database, including, but not limited to, Protected Health Information ("**PHI**") as provided for under the definition of "payment" as set forth in HIPAA (as defined below). With respect to each Service Agreement, the term of this Addendum shall run concurrent with the term of such Service Agreement, unless this Addendum is earlier terminated in accordance with this Addendum's provisions.

Section 1.2. Status of Parties Under HIPAA. The parties acknowledge and agree that Customer is a Covered Entity and TransUnion is a Business Associate of Customer when TransUnion creates, receives, maintains, transmits, uses or discloses PHI on behalf of Customer.

Section 1.3. Defined Terms. Capitalized terms used in this Addendum without definition shall have the respective meanings assigned to such terms by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, "**HIPAA**").

II. OBLIGATIONS OF TRANSUNION

Section 2.1. Use and Disclosure of PHI. TransUnion may use and disclose PHI as permitted or required under the Service Agreements (including this Addendum) or as Required by Law, but shall not otherwise use or disclose any PHI. To the extent TransUnion carries out any of Customer's obligations under the HIPAA privacy standards, TransUnion shall comply with the requirements of the HIPAA privacy standards that apply to Customer in the performance of such obligations. Without limiting the generality of the foregoing, TransUnion is permitted to:

(a) use and disclose PHI internally for TransUnion's proper management and administration or to carry out its legal responsibilities.

(b) disclose PHI to a third party for TransUnion's proper management and administration, provided that the disclosure is Required by Law or TransUnion obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify TransUnion of any instances of which the third party is aware in which the confidentiality of the PHI has been breached.

(c) use and disclose PHI to conduct Data Aggregation.

(d) use and disclose PHI in connection with payment activities or as reasonably necessary to enable TransUnion to provide the Services under the Service Agreements.

(e) use and disclose PHI to create de-identified health information in accordance with the HIPAA de-identification requirements. Customer acknowledges that PHI does not include such de-identified health information and TransUnion may use and disclose such de-identified health information for any purpose permitted by law.

Section 2.2. Safeguards. TransUnion shall use appropriate safeguards to prevent the unauthorized use or disclosure of PHI. In addition, TransUnion shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media ("E PHI") that it creates, receives, maintains or transmits on behalf of Customer.

Section 2.3. Minimum Necessary Standard. To the extent required by the "minimum necessary" requirements of HIPAA, TransUnion shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

Section 2.4. Mitigation. TransUnion shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to TransUnion) of a use or disclosure of PHI by TransUnion in violation of this Addendum.

Section 2.5. Subcontractors. TransUnion shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of TransUnion. TransUnion shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to TransUnion under this Addendum.

Section 2.6. Reporting Requirements.

(a) If TransUnion becomes aware of a use or disclosure of PHI in violation of this Addendum by TransUnion or a third party to which TransUnion disclosed PHI, TransUnion shall report the use or disclosure to Customer without unreasonable delay.

(b) TransUnion shall report any Security Incident involving E PHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to Customer in writing without unreasonable delay, and (b) any attempted, unsuccessful Security Incident of which TransUnion becomes aware will be reported to Customer orally or in writing as reasonably practicable. If the HIPAA security regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment. Notwithstanding the foregoing, TransUnion and Customer acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Customer acknowledges and agrees that no notification to Customer of such unsuccessful Security Incidents is required.

(c) TransUnion shall, following the discovery of a Breach of Unsecured PHI, notify Customer of the Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later than thirty (30) days after discovery of the Breach.

Section 2.7. Access to PHI. The parties agree that TransUnion does not maintain for Customer any Designated Record Sets. However, to the extent it is determined that TransUnion maintains a Designated Record Set in the future, within fifteen (15) business days of a request by Customer for access to PHI about an Individual contained in any Designated Record Set of Customer

maintained by TransUnion, TransUnion shall make available to Customer such PHI for so long as TransUnion maintains such information in the Designated Record Set. If TransUnion receives a request for access to PHI directly from an Individual, TransUnion shall forward such request to Customer within ten (10) business days. Customer shall have the sole responsibility to make decisions regarding whether to approve a request for access to PHI.

Section 2.8. Availability of PHI for Amendment. The parties agree that TransUnion does not maintain for Customer any Designated Record Sets. However, to the extent it is determined that TransUnion maintains a Designated Record Set in the future, TransUnion agrees that within fifteen (15) business days of receipt of a request from Customer for the amendment of an Individual's PHI contained in any Designated Record Set of Customer maintained by TransUnion, TransUnion shall provide such information to Customer for amendment and incorporate any such amendments in the PHI (for so long as TransUnion maintain such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If TransUnion receives a request for amendment to PHI directly from an Individual, TransUnion shall forward such request to Customer within ten (10) business days. Customer shall have the sole responsibility to make decisions regarding whether to approve a request for an amendment to PHI.

Section 2.9. Accounting of Disclosures. Within fifteen (15) business days of notice by Customer to TransUnion that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), TransUnion shall make available to Customer such information as is in TransUnion's possession and is required for Customer to make the accounting required by 45 C.F.R. § 164.528. If TransUnion receives a request for an accounting directly from an Individual, TransUnion shall forward such request to Customer within ten (10) business days. Customer shall have the sole responsibility to provide an accounting of disclosures to the Individual. Moreover, TransUnion shall disclose PHI to an Individual to the extent such information (including, but not limited to, information pertaining to disclosures of such PHI) resides in TransUnion's consumer reporting database regulated by the FCRA and such disclosure to said Individual is permitted and required by the FCRA.

Section 2.10. Availability of Books and Records. TransUnion shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by TransUnion on behalf of, Customer available to the Secretary for purposes of determining Customer's and TransUnion's compliance with HIPAA.

III. OBLIGATIONS OF CUSTOMER

Section 3.1. Permissible Requests. Customer shall not request or permit TransUnion to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Customer (except for those activities described in Sections 2.1(a), (b) and (c) of this Addendum which are permissible for TransUnion to undertake under HIPAA).

Section 3.2. Minimum Necessary PHI. When Customer discloses PHI to TransUnion, Customer shall provide the minimum amount of PHI necessary for the accomplishment of TransUnion's purpose.

Section 3.3. Permissions; Restrictions. Customer warrants that it has obtained and will obtain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to TransUnion. Customer shall notify TransUnion of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect TransUnion's use or disclosure of PHI. Customer shall not agree to any restriction on the use or disclosure of PHI under 45 CFR § 164.522 that restricts TransUnion's use or disclosure of PHI under the Service Agreements unless such restriction is Required by Law or TransUnion grants its written consent, which consent shall not be unreasonably withheld.

Section 3.4. Notice of Privacy Practices. Except as Required by Law, with TransUnion's consent or as set forth in the Service Agreements, Customer shall not include any limitation in the

Customer's notice of privacy practices that limits TransUnion's use or disclosure of PHI under the Service Agreements.

IV. TERMINATION OF THIS ADDENDUM

Section 4.1. Termination Upon Breach of this Addendum by Either Party. Any other provision of the Service Agreements notwithstanding, either party (the "**Non-Breaching Party**") may terminate the Service Agreements upon thirty (30) days advance written notice to the other party (the "**Breaching Party**") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period.

Section 4.2. Termination by TransUnion Due to Legal Requirements. This Addendum and the Service Agreements may be terminated by TransUnion upon five (5) business days' prior written notice to Customer in the event that TransUnion believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Addendum and applicable to the PHI or to this Addendum, cannot be met by TransUnion in a commercially reasonable manner and without significant additional expense.

Section 4.3. Return or Destruction of PHI upon Termination. Customer acknowledges that TransUnion has requirements that make the return or destruction of PHI received from Customer or created or received by TransUnion infeasible. The parties agree that the terms and provisions of this Addendum shall survive termination of the Service Agreements and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

V. MISCELLANEOUS PROVISIONS.

Section 5.1. No Third Party Beneficiaries. The parties have not created and do not intend to create by this Addendum any third party rights, including, but not limited to, third party rights for Customer's patients.

Section 5.2. HIPAA Amendments. The parties acknowledge and agree that HIPAA imposes certain requirements with respect to privacy, security and breach notification applicable to Business Associates (collectively, the "**HITECH BA Provisions**"). The HITECH BA Provisions and any other future amendments to HIPAA affecting Business Associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA.

Section 5.3. Regulatory References. A reference in this Addendum to a section in HIPAA means the section as it may be amended from time-to-time.

Section 5.4. Entire Agreement. This Addendum and the other agreements referred to herein constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the TransUnion and Customer with respect to the subject matter hereof.

Section 5.5. Effect; Order of Precedence; Amendment. Except as otherwise explicitly provided for in this Addendum, the terms and conditions of the Service Agreements shall continue to be in full force and effect. In the event of a conflict between the terms of the Service Agreements and the terms of this Addendum, the terms of this Addendum shall control. The terms of this Addendum may only be amended by a separate writing, signed by the authorized representatives of both parties, which makes specific reference to this Addendum.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree

that a facsimile transmission of this fully executed Addendum shall constitute an original and legally binding document.

By: _____

Name and Title of Signer

Date Signed

TRANS UNION LLC

By: _____

Name and Title of Signer

Date Signed



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:

03/10/15

AGENDA REQUEST FORM

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 3/2/15
NARRATIVE OF REQUEST Request the Board approve and sign the Contractor Identity Specimen Collection Agreement with Laboratory Corporation of America Holdings. This contract is for the health department to provide paternity testing at both the South Bend and Long Beach clinics arranged by LabCorp. The funds from this agreement are included in the approved 2015 Budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

CONTRACTOR IDENTITY SPECIMEN COLLECTION AGREEMENT

THIS AGREEMENT made this 27th day of August, 2014 the "Agreement") by and between Pacific County Health Department ("CONTRACTOR") and Laboratory Corporation of America Holdings ("CLIENT").

WHEREAS, CONTRACTOR agrees to provide CLIENT with specimen collection services ("Services") as CLIENT shall from time to time request in connection with the identity testing services to be performed by CLIENT, upon the following terms and conditions:

1. CONTRACTOR agrees to provide the Services at such times and places as set forth in Exhibit A attached hereto and made a part hereof. CONTRACTOR agrees that it shall not bill any third party for specimen collection services performed for CLIENT. Upon performance of Services, CONTRACTOR shall forward specimens collected and all required documentation to CLIENT for testing as directed by CLIENT. CONTRACTOR agrees that under no circumstances is CONTRACTOR to retain specimens collected pursuant to this Agreement.
2. CONTRACTOR represents and warrants that CONTRACTOR possesses the necessary skill, education, and training and where required by any applicable state laws or regulations, CONTRACTOR shall have the necessary certificate to perform the Services. CONTRACTOR shall comply with all applicable federal and state laws and regulations related to this Agreement and the conduct of its business. CONTRACTOR shall honor all instructions to direct specimens to CLIENT and shall not direct specimens intended for CLIENT to any other party.
3. The Services will be rendered by CONTRACTOR hereunder as an independent contractor and as such CONTRACTOR shall not be deemed to be employee or agent of CLIENT or any of its subsidiaries or affiliates. CONTRACTOR shall not be covered under any of the benefit programs of CLIENT or its subsidiaries or affiliates, including, but not limited to Worker's Compensation. Further, CONTRACTOR shall not be authorized to act on behalf of, or otherwise bind CLIENT in any manner. In addition, CONTRACTOR agrees that it shall not make reference to or otherwise utilize the corporate name or trademark of CLIENT without CLIENT's prior written consent.
4. All information furnished to CONTRACTOR in the performance of CONTRACTOR's duties shall be considered proprietary and CONTRACTOR shall keep confidential all such information and CONTRACTOR will return all literature, documents, supplies and manuals when CONTRACTOR ceases to perform Services for CLIENT.
5. CONTRACTOR agrees that all information furnished or disclosed to CONTRACTOR in connection with this Agreement is furnished or disclosed as part of the consideration for this Agreement and CONTRACTOR shall not in any way advertise or publish the fact that CONTRACTOR has furnished the Services to CLIENT without the prior written consent of CLIENT.
6. This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have an initial term of one (1) year ("Initial Term") and shall be automatically renewed for additional periods of one (1) year ("Renewal Term") at the end of the Initial Term or any Renewal Term unless either party gives the other party written notice of termination no less than thirty (30) days prior to the end of the applicable term. Notwithstanding the above, CLIENT may terminate this Agreement, with or without cause, at any time, by written notice to CONTRACTOR. Upon receiving such notice, CONTRACTOR shall immediately discontinue such Services.
7. Except to the extent that any injury or damage is due solely and directly to CLIENT's negligence, CONTRACTOR agrees to indemnify, defend, and hold harmless CLIENT, its parent, subsidiaries and affiliates, and their officers, directors, employees and agents, successors, assigns, customers and users of its services, from any and all claims, damages, costs or losses (including reasonable attorneys' fees and all court costs) arising out of the performance or breach of this Agreement, and/or the breach of any warranty or representation contained in this Agreement.
8. CONTRACTOR can only collect samples using the buccal swab collection method and samples must be taken at a collection site that is the CONTRACTOR'S place of business. CONTRACTOR shall not perform collections using any method other than buccal swab collection or perform collections at their place of business or home until CONTRACTOR provides CLIENT with a Certificate of Insurance evidencing liability insurance coverage with respect to the Services performed pursuant to this Agreement in the amount of no less than \$1,000,000 per occurrence and an aggregate of \$3,000,000 per year. CONTRACTOR, as applicable, shall maintain said insurance coverage throughout the term of this Agreement. Notwithstanding such insurance coverage, CONTRACTOR shall remain obligated for all liabilities in excess of such insurance limits which may arise pursuant to this Agreement. CONTRACTOR agrees and represents that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for a thirty (30) day prior written notice of cancellation to CLIENT. CONTRACTOR shall provide a copy of the Certificate of Insurance evidencing such coverage, upon request from CLIENT.

9. CONTRACTOR shall immediately notify CLIENT of any events or circumstances including, but not limited to, adverse weather conditions, common carrier delays, illness, breakdowns, or accidents, or any other condition which may adversely affect CONTRACTOR's ability to render Services required under this Agreement
10. a) CONTRACTOR represents and warrants that it is not an account of CLIENT and that no physician or physician's family member has an interest in its business either directly or indirectly, through debt, equity, or otherwise. CONTRACTOR further represents that no physician or physician's family member shall receive or share directly or indirectly in the proceeds of this Agreement.
- b) CONTRACTOR agrees that CONTRACTOR shall not market or attempt to solicit business on behalf of CLIENT.
11. CONTRACTOR warrants and acknowledges that the performance of Services under this Agreement may not be assigned, subcontracted or delegated by CONTRACTOR.
12. CONTRACTOR shall be solely responsible for the disposal of any medical or other waste generated in the performance of Services pursuant to this Agreement.
13. CLIENT shall pay CONTRACTOR a fee of \$10.00 per specimen collection. CLIENT shall provide specimen collection supplies necessary to perform Services. CONTRACTOR shall submit to CLIENT an itemized statement of Services rendered to CLIENT by CONTRACTOR on a daily, weekly, or monthly basis; but in no situation exceeding a month, and CLIENT agrees to remit payment to CONTRACTOR within thirty (30) days after receipt of said statement. The statement shall include the following information: Date of collection and Names of the Individuals collected. The parties agree that the fees payable pursuant to this section are intended to be the fair market value of the Services being provided, meaning the value in arms length transactions, consistent with the general market price.
14. CONTRACTOR agrees that no payment will be made for services inadequately performed and/or collections that are not properly performed. This includes, but is not limited to, failure to appear and/or appearing late at the collection site, failure to properly label samples, failure to properly complete the chain of custody forms, failure to ship the samples to the laboratory on the same day of collection or next day (due to collections) or any other action under this Agreement that results in the CLIENT be required to recollect the sample(s) or the CLIENT not receiving payment for the testing due to the negligence of the CONTRACTOR.
15. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail addressed as follows:
- | | |
|---|---|
| If to CLIENT:
Laboratory Corporation of America Holdings
1440 York Court
Burlington, North Carolina 27215
Attention: DNA Identification Testing Division
Division Contract Administrator | with a copy to:
Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department |
|---|---|
- And if to CONTRACTOR:
Pacific County Health Department
1216 W Robert Bush
South Bend, WA 98586
16. CONTRACTOR agrees to comply with all applicable laws and regulations related to the Services and any specific requirements communicated by CLIENT to CONTRACTOR from time to time.
17. If the Services to be provided by CONTRACTOR hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), CONTRACTOR, shall until expiration of six (6) years after furnishing services, make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of CONTRACTOR that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period.
18. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement is signed including but not limited to the Health Insurance Portability and

Accountability Act of 1996 ("HIPAA"). Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, that party shall give written notice and this Agreement shall terminate immediately.

19. All Services provided by CONTRACTOR hereunder shall be in compliance with all applicable federal and state laws prohibiting discrimination of the basis of race, color, religion, sex, national origin, handicap, veteran status or other protected status.
20. CONTRACTOR WARRANTS TO CLIENT THAT CONTRACTOR HAS NOT BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE, OR EXCLUDED FROM MEDICARE/MEDICAID OR ANY OTHER FEDERAL OR STATE HEALTHCARE PROGRAM.
21. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and no amendment or modification of its terms shall be valid or binding upon any party unless set forth in writing and signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of this day and year as first above written.

Pacific County Health Dept (CONTRACTOR)

Laboratory Corporation of America Holdings (CLIENT)

SIGNATURE: _____

BY: _____

PRINT: _____

PRINT: Angie R. Miller

TITLE: _____

TITLE: Contract Manager

DATE: _____

DATE: _____

SOCIAL SECURITY OR FEDERAL TAX ID# _____

EXHIBIT A

Collection Location(s)

Pacific County Health Department
1216 West Robert Bush
South Bend, WA 98586

Pacific County Health Department
7013 Sandridge Road
Long Beach, WA 98631

Hours of Collection

Appt needed

And other collection locations/hours of collection as mutually agreed upon.



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:

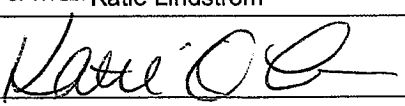
AGENDA REQUEST FORM

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom	PHONE / EXT: 2648
SIGNATURE: 	DATE: 3-2-2-15
NARRATIVE OF REQUEST Requesting approval of interlocal agreement with ESD 112 out of Vancouver to support youth mental health first aid in Pacific County. The grant will provide reimbursement for expenses related to 2 county health staff who will become certified trainers who will then implement mental health first aid throughout the county. The contract also provides participant manuals for anyone who attends trainings for the next 3 years. Please contact me at extension 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



INTERLOCAL AGREEMENT
Between
EDUCATIONAL SERVICE DISTRICT 112
(Hereinafter referred to as the ESD 112)
2500 NE 65 Ave, Vancouver WA 98661-6812
Phone (360) 750-7500
Fax (360) 750-9706
and

Contract #:
Contract Total: \$2,400.00
Account Code: 2010 98 7000 524 0000 0000
Contact Person: D. Drandoff
Budget Analyst Approval: AH
Div. Approval: SM

DISTRICT #: PACIFIC 021
DISTRICT NAME:
MAILING ADDRESS:

Pacific County Health and Human Services (PCHHS)
7013 Sandridge Road
Long Beach, WA 98631

Fed Tax ID#:
WA UBI#: N/A
TELEPHONE #: 360-642-9300
EMAIL: koien@co.pacific.wa.us

CFDA: AWARE

This Interlocal Agreement is being entered into pursuant to the authority granted in Chapters 28A.310, 28A.320 and 39.34 of the Revised Code of Washington. The purpose of this Agreement is for PCHHS to provide travel expenses for two individuals to attend the Youth Mental Health First Aid train the trainer one week session in Vancouver, WA from March 9-13, 2015.

A separate legal or administrative entity is not being created.

In consideration of the promises and conditions contained herein, the ESD 112 and PCHHS do agree as follows:

1. Term. This contract will begin March 2, 2015 and end September 30, 2015.
2. The services to be performed by PCHHS, to the satisfaction of the ESD 112 Superintendent or Designee are as follows:
 - 2.1 Provide Youth Mental Health First Aid trainings as described in Addendum A.
 - 2.2 Bill the ESD 112 the actual costs on a monthly basis. All billings must be accompanied by a detailed transaction recap.
 - 2.3 FINAL INVOICE SHALL BE RECEIVED BY THE ESD NO LATER THAN October 10, 2015.
3. The responsibilities of the ESD 112 are:
 - 3.1 PAYMENT: Not to exceed two thousand four hundred dollars (\$2,400.00), this includes all expenses.
 - 3.2 OTHER: Payment of fee will follow (1) Proof of completion of above activities (2) Receipt of an invoice from PCHHS for above activities, (3) Receipt of current, completed W-9 form. Proof of completion of activities and invoice must be received by the ESD 112 by the 15th of the month in order for payment to occur at the end of the month. Otherwise payment may not occur until the middle of the following month.
4. No alteration of the terms of this Agreement and no oral agreements, unless made in writing between the parties hereto, shall be binding.
5. Cancellation:
 - 5.1 Agreement may only be terminated upon mutual agreement of both parties.
6. This Agreement does not contemplate the acquisition of real or personal property, however, to the extent personal property is purchased with funds ESD 112 pays PCHHS, the property shall be owned and retained by ESD 112 during and after the term of this Agreement.
7. Independent contractor: The ESD 112 and PCHHS intend on creating an independent contractor relationship under this Agreement. The PCHHS's employees are not employees of the ESD 112. The PCHHS and its employees will not hold the employees who provide services under this Agreement out to be employees of the ESD 112 and will not make any claim of right, privilege or benefit that would accrue to ESD 112 employees under law.
8. Applicable Law: This Agreement shall be governed by the laws of the state of Washington. The parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, families with children, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal. This holds true for all district employment and opportunities, and service delivery systems. Inquiries regarding compliance or grievance procedures may be directed to the Administrator for Human Resources, (360) 750-7503.
9. PCHHS must have valid professional and general liability coverage. The minimum limit PCHHS must carry is \$1,000,000 and be able to demonstrate to ESD 112 by way of Certificate of Insurance.
10. PCHHS shall perform criminal background checks on all employees working under this Agreement and, shall not employ any person who has been convicted of a felony crime as defined in Section 1, Chapter 396 of the Laws of 2009 (Engrossed Substitute House Bill 1741 amending RCW 28A.400.330). If the District violates this provision ESD 112 may terminate the agreement immediately.
11. ESD 112 agrees to protect, defend, indemnify and hold PCHHS, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD 112's negligent performance under this inter-local agreement.
12. PCHHS agrees to protect, defend, indemnify and hold the ESD 112, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the PCHHS's negligent performance under this agreement.

13. The PCHHS certifies it is not on the Excluded Parties List Report (web address: <http://www.sam.gov>, that they, nor their Principals, are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.) PCHHS shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.
14. Per the requirements of Executive Order 12-549, ESD 112 and PCHHS certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD 112 and PCHHS shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

*Along with ESD 112, grant recipients will follow the Cost Principles of OMB Circular #A-87, which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at www.whitehouse.gov/omb/circulars/. PCHHS agrees to retain records for 3 years after final payment and have them accessible by federal agency, Controller General of US for audit purposes.

This certification is a material representation of fact upon which ESD 112 has relied in entering into this Agreement. Should ESD 112 determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, ESD 112 may terminate this Agreement in accordance with the terms and conditions therein.

I certify that I am the Consultant/Contractor identified herein, or a person duly qualified and authorized to bind the Consultant/Contractor so identified in the foregoing Contract.

EDUCATIONAL SERVICE DISTRICT 112

PACIFIC COUNTY HEALTH AND HUMAN SERVICES

By: _____
Tim Merlino, Superintendent, or Designee

By: _____

Signed this _____ day of _____ 2015

Signed this _____ day of _____ 2015

ADDENDUM A
SERVICES TO BE PROVIDED, TIMELINE AND COSTS

PCHHS shall provide the following services and deliverables, within the following timelines, for the following cost/fee:

Services to be provided	Deliverable	Timeline / Due Date*	Cost or fee to be paid*
<i>Provide travel expenses for two individuals to attend the Youth Mental Health First Aid train the trainer one week session in Vancouver, WA March 9-13, 2015.</i>	<i>N/A</i>	<i>March 9-13, 2015</i>	<i>PCHHS will be reimbursed for actual expenses incurred while providing contract deliverables. Acceptable expenses include mileage, per diem, hotel cost reimbursement at the federal reimbursement rates,</i> <i>Total contract amount not to exceed two thousand four hundred dollars (\$2,400.00)</i>

*** FINAL INVOICE MUST BE RECEIVED BY October 10th, 2015. FAILURE TO SUBMIT THE FINAL INVOICE WITHIN THIS TIMELINE WILL RESULT IN PCHHS NOT BEING PAID FOR SERVICES AND EXPENSES THAT ARE SUBJECT TO A FINAL INVOICE.**

**** The total cost or fee and reimbursable shall not exceed the total contract price in paragraph 4**

**ADDENDUM B
FEDERAL FUNDS DISCLOSURE AND REQUIREMENTS**

Consultant/Contractor hereby acknowledges being informed that ESD 112 may partially or fully fund its obligations under this Agreement with federal funds that were awarded pursuant to AWARE, CFDA #_____.

Consultant/Contractor will perform its obligations in a manner that is consistent with the terms and provisions of the grant, which will be made available to Consultant/Contractor upon request.

ESD 112 as a grantee/recipient of federal funds, must comply with Cost Principles of OMB Circulars #A-87 and #A-133. Consultant agrees to comply with any request of ESD 112 related to ESD 112's obligations to comply with the OMB Circulars or its obligations under the above identified grant.

**Certification Regarding Adherence to OMB Circulars #A-21, #A-87 and A-133 (as applicable), and
Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

Along with ESD 112, grant recipients will follow the Cost Principles of OMB Circular #A-87 (or #A-21 if applicable), which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at www.whitehouse.gov/omb/circulars/index.html.

Contract recipient certifies that they, nor its Principals, have in the past or are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

Contractor shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD 112 has relied in entering into this Agreement. Should ESD 112 determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

(Date)

(Contractor's Signature)



REQUESTED MEETING DATE:

February 10, 2015

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Management

☐ Legal

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

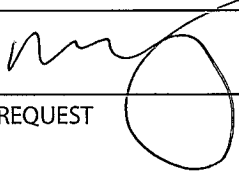
☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 2/3/15
NARRATIVE OF REQUEST	
Request the Board approve and sign the Health Care Authority Contract #K1413. This contract covers the Medicaid Administrative Match program and reimbursement. This funding is included in our approved 2015 budget and no supplemental will be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

CONTRACT

HCA Contract Number: K1413

THIS AGREEMENT made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Pacific County Health & Human Services			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	
PO Box 26 South Bend, WA 98586			
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS	
Mary Goelz	360-875-9343	mgoelz@co.pacific.wa.us	
HCA PROGRAM		HCA DIVISION/SECTION	
Medicaid Administrative Claiming (MAC)		HCS	
HCA CONTACT NAME AND TITLE		HCA CONTACT ADDRESS	
Jennifer Inman		PO Box 45506 Olympia, WA 98504	
HCA CONTACT TELEPHONE		HCA CONTACT E-MAIL ADDRESS	
(360) 725-1738		Jennifer.inman@hca.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	FFATA Form Required
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		93.778	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT	
April 1, 2015	March 31, 2017	No max	
PURPOSE OF CONTRACT:			
The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction.			
ATTACHMENTS/EXHIBITS. When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract Amendment by reference:			
<input type="checkbox"/> Exhibit(s) (specify):			
<input checked="" type="checkbox"/> Attachment(s) (specify): Attachment 1 – Federal Compliance, Certification and Assurances Attachment 2 – MAC Coordinator Manual (Incorporated by reference)			
<input checked="" type="checkbox"/> Schedule(s) (specify): Schedule A – Statement of Work			
<input type="checkbox"/> No Exhibits/Attachment			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED



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:

3/10/15

AGENDA REQUEST FORM

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

BOCC ACTION:

☐ APPROVED

☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

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TIME: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

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☐ 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: Vegetation Mgmt

DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Jeff Nesbitt - Director

PHONE / EXT: 360 942-7758

SIGNATURE: Jeff Nesbitt

DATE: 3/3/15

NARRATIVE OF REQUEST

Requesting approval of annual agreement by and between Pacific County for the services of the Department of Vegetation management in 2015.

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

THIS AGREEMENT, made and entered into this 4th day of February, 2015, by and between the Pacific County Department of Vegetation Management, hereinafter referred to as "DVM", and the City of Raymond, hereinafter referred to as "City".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

The City and DVM agree that the DVM shall perform vegetation control work specified by the City at a time and in a manner as to maximize vegetation control benefits. The City further requests that the work be completed within six months from the date of the Agreement.

The City agrees to reimburse the DVM for the work performed by the DVM for all labor, equipment rental and materials used in the work involved in accordance with the current approved rate schedule hereto attached and made a part hereof as if herein repeated. The total cost of said work shall not exceed \$ 5,500.00.

In accepting this Agreement, the City, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the DVM and its officers and employees from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the City or its employees, agents, successors, or assigns.

If the above sentence applies and any suit or action is brought against the DVM, its officers, its employees or any combination thereof, the City, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the DVM, its officers, its employees or any combination thereof.

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

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

Any modifications to this Agreement must be approved in writing by both parties.

CITY:

JSL 2/19/15
(Signature) (Date)

Mayer City of Kennewick
(Title)

DVM:

Jeff Nesbitt 2/4/15
Jeff Nesbitt, Director (Date)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Commissioner (Chairperson)

Commissioner

Commissioner

Attest:

John Illiand
City Clerk



REQUESTED MEETING DATE:

03/10/2015

AGENDA REQUEST FORM

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

Agenda Item #:

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial:

Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE:

TIME:

☐ Risk Management

☐ Legal

☐ OTHER:

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☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE:	Pacific County Emergency Management Agency	DIVISION (if applicable):	
OFFICIAL NAME & TITLE:	Scott McDougall, Deputy Director	PHONE / EXT:	360-875-9338
SIGNATURE:	Scott McDougall	DATE:	03/04/2015
NARRATIVE OF REQUEST			
Request approval of SHSP contract #E15-221 for re-allocated grant funding from FY 2013 which allows PCEMA to access \$3962 in unspent allocations from other agencies. Request chair sign contract.			
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)			

**Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: Pacific County PO Box 101 South Bend, WA 98586-0101		2. Grant Agreement Amount: \$3,962	3. Grant Agreement Number: E15-221
4. Sub-grantee Contact, phone/email: Stephanie Fritts, 360-875-9340 Sfritts@co.pacific.wa.us		5. Grant Agreement Start Date: January 1, 2015	6. Grant Agreement End Date: April 30, 2015
7. Department Program Manager, phone/email: Blessing Guillermo, (253) 512-7463 blessing.guillermo@mil.wa.gov		8. Data Universal Numbering System (DUNS): 084604016	9. UBI # (state revenue): 254-000-662
10. Funding Authority: Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Source Agreement #: EMW-2013-SS-00025-S01	12. Program Index# & OBJ/SUB-OJ: 733SL / NZ	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.067 – HSGP (SHSP)	14. TIN: 91-6001356
15. Service Districts: (BY LEGISLATIVE DISTRICT): 3519 (BY CONGRESSIONAL DISTRICT): 63		16. Service Area by County(ies): Pacific County	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Sub-Grantee Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. PURPOSE: The FY 2013 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2013 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Pacific County is part of Homeland Security Region 3. During the closeout of the FFY11 and FFY12 State Homeland Security Grant in September 2014, the region underwent funding reallocation among all five counties leveraging funding between the grants. Pacific County is receiving funding to improve interoperable communications. The change is allowable within the approved investment.			
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Approved Projects (Exhibit C); Grant Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <ol style="list-style-type: none"> 1. Applicable Federal and State Statutes and Regulations 2. Approved Projects 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the grant agreement incorporated by reference. 			
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department		Signature _____ Date _____ Steve Rogers, County Commissioner, Chair For Pacific County Emergency Management Agency	
BOILERPLATE APPROVED AS TO FORM:		APPROVED AS TO FORM (if applicable):	
Brian E. Buchholz (signature on file) 1/27/2015 Assistant Attorney General		Applicant's Legal Review _____ Date _____	

Form 10/27/10 wjg



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

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

REQUESTED MEETING DATE:

03/10/2015

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #:

Initial:

Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO:

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE:

TIME:

☐ Legal

☐ OTHER:

DISTRIBUTION LIST:

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☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Emergency Management Agency	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director	PHONE / EXT: 360-875-9338
SIGNATURE: Scott McDougall	DATE: 03/04/2015
NARRATIVE OF REQUEST	
Request authorization to submit RFA to Washington Service Corps for AmeriCorps Service Member for the 2015-2016 program year. Also request chair to sign application.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



WASHINGTON SERVICE CORPS
Individual Placement Program - CFDA 94.006

Request for Application

Program Year September 1, 2015 – August 31, 2016

APPLICANT INFORMATION – REQUIRED ELEMENT OF APPLICATION
MUST BE COMPLETED IN ITS ENTIRETY

Sponsoring Organization Name:	Pacific County		
Website Address:	www.co.pacific.wa.us/pcema		
Legal Applicant:	Name: Steve Rogers	Title: Pacific County Commissioners, Chair	
	Address: P.O. Box 27	City: South Bend, WA	Zip+4: 98586-0027
	Telephone: (360) 875-9334	Email: srogers@co.pacific.wa.us	
Primary Supervisor:	Name: Scott McDougall	Title: Deputy Director	
	Address: P.O. Box 27	City: South Bend, WA	Zip+4: 98586-0027
	Telephone: (360) 875-9338	Email: smcdougall@co.pacific.wa.us	
Fiscal Contact: (to invoice member placement fee)	Name: Rachel Patrick	Title: Chief Accountant	
	Address: P.O. Box 97	City: South Bend, WA	Zip+4: 98586-0097
	Telephone: (360) 875-9311	Email: rpatrick@co.pacific.wa.us	
Employer ID # (EIN):	91-6001356		
DUNS nine-digit ID #:	84604016	<i>*In order to apply for Federal grants, including AmeriCorps member placement through Washington Service Corps, your organization MUST have a DUNS number.</i>	
Project Title:	Disaster Response/CERT Public Education Outreach		
Focus Areas:	<input checked="" type="checkbox"/> Disaster Services	<input type="checkbox"/> Economic Opportunity	<input type="checkbox"/> Education
	<input type="checkbox"/> Environmental	<input type="checkbox"/> Healthy Futures	<input type="checkbox"/> Veterans
Project Summary: (maximum 7 lines of text)	The Disaster Preparedness Public Education Outreach project will focus on the continued development of disaster preparedness public education programs, coordination of Community Emergency Response Team training and Map your Neighborhood programs, building partnerships with area businesses and schools, developing emergency response resource lists and contacts, and building capabilities for the access and functional needs population. In addition, the project will focus on building leadership capacity in our volunteer corps. This will help the project to become self-sustaining in the future.		
Type of Application:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Returning		
Placements:	<input checked="" type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four		
<input checked="" type="checkbox"/> Check here if you are interested in a 3-year award. <i>Selection of 3-year awards will be at the sole discretion of the WSC review committee.</i>			

The possibility of a three year award is an excellent way to maintain continuity for the program. There is no penalty to the County should funding be unavailable in years 2 or 3.
Scott

member
: 1 (preferred start date) <input type="checkbox"/> September 1 <input type="checkbox"/> October 1
cific
FUNDING CONTINGENCY
ice Corps is reduced or eliminated, or if federal program requirements change, or modify this Request for Application without advance written notice and it funding level and requirements.



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

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

03/10/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

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☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: *Marie*

DATE: 3/2/2015

NARRATIVE OF REQUEST

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

Adopt Resolution 2015-____ establishing the One-Tenth of 1% Advisory Sub-Committee of the Human Services Advisory Board and appoint the following members: Randy Dennis, Tiffany Turner, Justin Laine, Jon Tinhera, Gloria Geisendorf, and Charlotte Paliani

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015-_____

**IN THE MATTER OF ESTABLISHING THE ONE-TENTH OF 1% ADVISORY
SUB-COMMITTEE OF THE HUMAN SERVICES ADVISORY BOARD**

WHEREAS, on January 13, 2015, Pacific County Ordinance No. 175 was adopted relating to the Sales And Use Tax for Chemical Dependency or Mental Health Treatment and Therapeutic Court Programs and Services; and

WHEREAS, Ordinance No. 175 created the Chemical Dependency/Mental Health Program within Health & Human Services Fund #118 authorizing allowable expenditures under Chapter 82.14.460 RCW; and

WHEREAS, there is a need to establish an advisory sub-committee to provide recommendations to the Board of County Commissioners relating to budgetary matters from the collection of these funds; and

BE IT HEREBY RESOLVED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS, COUNTY OF PACIFIC, STATE OF WASHINGTON, that the Pacific County One-Tenth of 1% Advisory Sub-Committee of the Human Services Advisory Board is hereby established; and

SECTION 1: ONE-TENTH OF 1% ADVISORY SUB-COMMITTEE CREATION:
One-Tenth of 1% Advisory Sub-Committee of the Human Services Advisory Board consisting of the members of the Human Services Advisory Board and six additional members.

SECTION 2: MEMBERSHIP/TERMS:

Membership shall be as follows:

- Position #1 – effective February 1, 2015 through December 31, 2017
- Position #2 – effective February 1, 2015 through December 31, 2017
- Position #3 – effective February 1, 2015 through December 31, 2018
- Position #4 – effective February 1, 2015 through December 31, 2017
- Position #5 – effective February 1, 2015 through December 31, 2018
- Position #6 – effective February 1, 2015 through December 31, 2018

The terms for all members shall begin the first day of March, 2015 and terminate the December 31st, unless successors have not been qualified and appointed, in which case, the members shall continue in office until successors are qualified and appointed for the balance of the next succeeding term.

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

SECTION 4: DISMISSAL: Members are not to be absent more than two regular meetings per year. Violation of this section will be grounds for dismissal except under extenuating circumstances, of which dismissal can be waived at the discretion of the Board of County Commissioners.

The Members serve at the pleasure of the County Commissioners and may be removed for any cause.

SECTION 5: OFFICERS/STAFF: There shall be a Chair and Vice Chair. The Chair and Vice Chair will be selected by the membership of the Advisory Sub-Committee annually in January.

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

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

STAFF: An employee of Health & Human Services Department will provide clerical support for the sub-committee. They will prepare agendas, minutes and provide any public notice as required.

SECTION 6: MEETINGS: The Advisory Board shall determine the frequency of their meetings and shall be held in accordance with Open Public Meetings Act.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 10th day of March, 2015.

____ YEA ____ NAY; ____ ABSTAIN; and ____ ABSENT

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner



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

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03/10/15

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ 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): Vets Advisory Board
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334 ext 3334
SIGNATURE: 	DATE: 2/20/2015
NARRATIVE OF REQUEST At the February 18, 2015 meeting of the Veterans' Advisory Board, the members have requested to adopt the Rules of Procedure for the Pacific County Veterans' Advisory Board	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

PACIFIC COUNTY VETERANS ADVISORY BOARD

Rules of Procedure

WE, THE MEMBERS of the Veterans Advisory Board, Pacific County, State of Washington, do hereby adopt, publish, and declare the following rules of procedure:

1. Name and Membership.

The official name shall be "Pacific County Veterans Advisory Board". The Board shall consist of five (5) regular members and two alternates.

2. Purpose.

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

3. Meetings.

Regular meetings shall be held at 10:00 A.M. on the third Wednesday of every other month and shall be open to the public.

Special meetings may be called by the Chairman. Written notice shall be given to all members and the newspapers not less than twenty-four hours in advance.

If no matters over which the Veterans Advisory Board has authority are pending upon its calendar, a meeting may be cancelled.

4. Election of Officers.

Officers of the Veterans Advisory Board shall consist of a Chairman and Vice Chairman from its members.

The election of officers shall take place once each year on the occasion of the first regular meeting of each calendar year. Terms of office of each officer shall run until the subsequent election. If an officer ceases to be a member of the Veterans Advisory Board, a new election shall take place for the unexpired term at the next regular meeting, provided that a quorum is present.

5. Chairman.

The Chairman shall preside over the meetings of the Veterans Advisory Board and may exercise all the powers usually incident to the office. The Chairman shall have his/her own vote recorded in all deliberations of the Veterans Advisory Board.

The Vice Chairman shall, in the absence of the Chairman, perform all the duties of the Chairman. The Chairman and Vice Chairman, both being absent, the members present may elect for the meeting, a temporary Chairman who shall have full powers of the Chairman during the absence of the Chairman and Vice Chairman.

6. Quorum.

Three (3) members of the Veterans Advisory Board shall constitute a quorum for the transaction of business. Any action taken by a majority of Board members at any regular or special meeting of the Veterans Advisory Board, when those present constitute a quorum, shall be valid. However, any amendment(s) to these rules of procedure must be approved by three (3) regular Board members.

7. Removal of Members.

Any member of the Veterans Advisory Board may be removed by the Board of County Commissioners for inefficiency, neglect of duty, or malfeasance in office.

In the event a regular member is absent for three (3) consecutive meetings, without a valid and justifiable reason, the Board of County Commissioners shall be notified of the absences.

8. Agenda.

An agenda shall be prepared for each meeting and a copy delivered to each member at least four (4) days prior to the meeting and shall consist of the following order of business:

- a. Call to Order and Introduction of Board members and Staff
- b. Minutes of the previous meeting
- c. Correspondence
- d. Public Hearing(s)
- e. Old Business
- f. New Business
- g. Adjournment

9. Amendment Process.

The rules of procedure may be amended at any regular or special meeting of the Veterans Advisory Board by a majority vote, provided that at least three regular members vote in support of the amendment(s). Such new rules of procedure will take effect at the first meeting following the adoption of the new procedural rules.

DATED this _____ day of _____, 2015.

PACIFIC COUNTY
VETERANS ADVISORY BOARD

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairman

Steve Rogers, Chairman

Vice Chairman

Frank Wolfe, Commissioner

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board



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

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

REQUESTED MEETING DATE:

03/10/15

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

☐ 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: General Administration

DIVISION (if applicable): Risk Management

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334 ext 3334

SIGNATURE

Amanda Bennett

DATE: 2/24/2015

NARRATIVE OF REQUEST

After further investigation, Risk Management recommends to deny the Claim for Damages of #2015-02-001

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



Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
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☐ 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: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT: _____

SIGNATURE: 

DATE: 2/23/2015

NARRATIVE OF REQUEST

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

Adopt Resolution 2015-____ amending the Travel and Expense Policy as adopted via
Resolution 2012-054

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

RESOLUTION NO. 2015-_____

AMENDMENT TO THE PACIFIC COUNTY POLICY MANUAL

WHEREAS, Pacific County is dedicated to protecting the lives of their employees and providing a safe work environment; and

WHEREAS, a policy manual has been created to endeavor to provide the protection and provision of a safe work environment for all employees; and

WHEREAS, the policy manual needs to be periodically reviewed, modified, and occasionally updated by replacement; and

WHEREAS, the Board has determined that Travel and Expense Policy is in need of updating, now, therefore,

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that the attached Travel and Expense Policy is approved, adopted and shall become effective the 1st day of March, 2015. Upon becoming effective, the new policy shall rescind the policy adopted via Resolution 2012-054.

PASSED by the Board of Pacific County Commissioners the 10th day of March, 2015, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage.

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

PACIFIC COUNTY

Travel and Expense Policy

1. GENERAL POLICIES AND PROVISIONS

A. Applicability of Regulations

Unless otherwise provided by law, the provisions of this policy shall be applicable in reimbursing the travel and other necessary expenses of county officers and employees.

B. Definitions

- 1) "Employee": Employee shall include, but not be limited to, elected and appointed county officials, management, regular and part-time employees.
- 2) "Vehicle": Vehicle shall include all motor vehicles and is not limited to automobiles and pickup trucks.
- 3) "Official Station": The phrase Official Station is the city, town or other location where the employee's office is located or the city, town or location where his/her work is performed on a permanent basis.
- 4) "Official Residence": The Official Residence is the location where an employee owns a house or rents an apartment away from his/her Official Station, which is used as a domicile by his/her family.
- 5) "Official County Business": The phrase Official County Business shall mean all employee activities directly related to the county's business and the employee's responsibilities.
- 6) "Travel Status". "Travel Status" is defined as travel away from official station/residence as authorized by the elected official/department manager for county business.
- 7) "Away from Home": Travel which requires an employee to travel overnight or long enough to require substantial "sleep or rest".

C. Control of Travel

- 1) Officers and employees are expected to exercise prudent judgment when incurring travel expenses on official county business. Excessive or unnecessary expenses shall not be approved or reimbursed. The number of employees from an agency or department attending a particular meeting should be the minimum necessary to be consistent with the benefit derived.
- 2) The itinerary of an employee shall be planned to eliminate unnecessary travel in the performance of work assignments. Whenever it is feasible for two or more employees to travel on official business in one car, they should do so.

- 3) Before placing an employee on travel status, the appropriate elected official or department head should determine whether it is more economical to reimburse the employee for meals and/or lodging, or require the employee to return to his/her official station or residence daily or on weekends.
- 4) Transportation shall be by the most economical means practicable, i.e. by coach or tourist class. All exceptions must be approved by the appropriate elected official or department head, in writing, including the justification for other than tourist class travel.

2. MEALS AND LODGING-BASIS FOR REIMBURSEMENT

Reimbursement shall be for authorized travel and expenses, subject to the restrictions provided herein, if such expenses are required or are necessary in the performance of official county business. The reimbursement for meals and lodging expenses incurred on official county business shall be based on the following.

A. Meal Reimbursement

- 1) In-County meals are not eligible for reimbursement unless they are in conjunction with an authorized conference, convention, training or meeting and pre-approved by the Board of County Commissioners.
- 2) The County will not reimburse any meals unless the employee is out of county and has traveled at least 50 miles from both their official workstation and official residence.
- 3) Employees shall be reimbursed for qualified meals at the median rate as provided in Attachment A of this policy, which shall be augmented on an annual basis as provided by OFM.
- 4) If the employee is placed in travel status, but not "away from home", qualifying meals will be reimbursed at the per diem rate as provided in Attachment A of this policy (per the IRS Taxable Fringe Benefit Guide, these meals are taxable as wages).
- 5) Meals that are not included in the conference/training registration shall be reimbursed on an individual meal basis if employee is not "away from home" (per the IRS Taxable Fringe Benefit Guide, these meals are taxable as wages).
- 6) Meal reimbursements will be allowed when an employee is required to be "away from home". For both the day travel begins and the day travel ends qualifying meals will be reimbursed per diem meal allowance as reflected in Attachment A (per the IRS Taxable Fringe Benefit Guide).
- 7) Agendas are required to be attached when traveling for all conferences/training.
- 8) If the employee chooses not to take part in the meal that is provided at the conference or training, that meal will not be reimbursed.
- 9) If an employee is required to travel outside of Washington State, meal reimbursements shall be paid at King County rates.
- 10) Individual exceptions to this policy will not be considered.

B. Lodging Reimbursement

- 1) Lodging reimbursement shall be based on the actual expense. Officers and employees are expected to exercise prudent judgment in the choice of overnight accommodations. Excessive charges for overnight accommodations will not be approved.
- 2) The County will not reimburse any lodging unless:
 - a. the employee has traveled outside of the county
 - b. the employee has traveled more than 50 miles from both their official workstation and official residence
 - c. the employee would have to leave their official residence prior to 5:30am to attend the start of a meeting
 - d. the employee would arrive at their official residence later than 10:00pm following the end of the conference/training

Two-Hour Rule

An employee will be eligible for meal expense reimbursement for each meal encompassed in the travel status if the employee is in a travel status for two hours beyond their normal work schedule. The two hours may be before, after, or a combination of both before and after the employee's normal work schedule. The two hours will not include the time it takes to stop and eat the meal.

3. OTHER TRAVEL EXPENSES

A. Reimbursable Transportation Expenses

Reimbursable transportation expenses shall include all necessary official travel on railroads, airlines, ships, buses, private automobiles and other usual means of conveyance.

B. Reimbursement for Use of Privately Owned Automobile

- 1) Reimbursement for use of privately owned automobiles shall be allowed at the current published IRS rate for business travel. Mileage shall be reimbursed as follows:
 - a. Mileage between points in the state is determined on the basis of distances shown on the latest Department of Transportation (D.O.T.) mileage chart, which shall be augmented with the latest D.O.T. road map.
 - b. Out-of-state mileage is determined on the basis of standard highway mileage guides.
- 2) Reimbursement shall be payable to only the official or employee whose automobile is being utilized.
- 3) Transportation expenses between an employee's official residence and official stations are not allowable, except when performing official county business outside the employee's normal working hours and with prior approval of the applicable official.

C. Miscellaneous Travel Expenses

- 1) Miscellaneous travel expenses essential to the transaction of official county business are reimbursable to the employee. Reimbursable expenses include, but are not limited to:
 - a. Taxi fares, car rentals, parking fees, and ferry and bridge tolls
 - b. Registration fees required in connection with attendance at conventions, conferences and official meetings.
 - c. Rental of room in a hotel or other place, which is used to transact official business. The room rental is reimbursable as a separate item and must be authorized by the official or department head in advance.
 - d. Charges for necessary clerical services in connection with the preparation or transmission of reports and/or correspondence, when authorized by the elected official or department head.
- 2) Certain travel expenses are considered personal and not essential to the transaction of official county business. Such non-reimbursable expenses include, but are not limited to:
 - a. Laundry, valet service and entertainment expenses, alcoholic beverages, radio or television rental, non-meal tips and gratuities, and other items of a similar nature.
 - b. Taxi fees, car rentals and other transportation costs to places of entertainment and other similar facilities.
 - c. Costs of personal "trip insurance" and medical and hospital services.
 - d. Personal telephone calls to the home of an employee except for a brief call made to advise the employee's family of a change in travel plans.

D. Expenses paid on behalf of others shall not be reimbursed.

4. MISCELLANEOUS REQUIREMENTS

A. Leave of Absence During Travel

Whenever a traveler takes a leave of absence of any kind due to his illness or injury, not due to his own misconduct, the authorized reimbursement for meals and lodging may be continued during the leave period, but not to exceed the total cost authorized for private car mileage or common carrier in returning the employee to his official station and then back to the assignment.

B. Travel for Convenience for Employee

- 1) If an employee elects to return to his official station or residence after the close of a regularly scheduled working day, the maximum reimbursement shall be the lesser of either:
 - a. The travel expense incurred in returning to his official station or residence, or
 - b. The amount which would have been allowable had the employee remained at his temporary station.

- 2) If an employee elects to return to his base, as set forth above, he shall return to his temporary duty station in time to observe the regularly scheduled working hours.
- 3) No reimbursement for lodging or meals shall be paid to an employee for extra field time incurred traveling to a destination for his own convenience in advance of the necessary time for arrival, nor shall he/she be paid for extra field time incurred if he remains at the destination following the official meeting or other work assignment whenever it is for his/her own convenience.

5. PREPARATION OF TRAVEL EXPENSE VOUCHERS

A. Submission of Vouchers

- 1) All travel expense vouchers must be completed in accordance with the instructions contained herein, and in the detail required on the Travel Expense Voucher furnished by the County.
- 2) The vouchers are to be prepared in ink or typewritten and signed in ink.
- 3) Employees wishing to arrange prepayment of fixed conference registration and/or lodging expenses directly to a sponsoring agency or lodging establishment may do so by submitting registration and reservation documentation in advance to the Auditor's Office. Employee's requesting reimbursement of non-refundable airline, bus or train ticket expenses may submit paid receipt(s) for reimbursement prior to return to the Employee's Official Station.

B. Receipts and Information Required in Support of Travel Vouchers

- 1) Where reimbursement is for actual cost of lodging, each claim must be supported by a valid, itemized receipt.
- 2) Dated receipts for allowable expenditures for any amounts claimed shall be required for all expenses except meals and attached to the voucher; except for small expenses paid where no receipt is traditionally provided in conjunction with official travel and are reimbursable with the employee's signed stated of the time, place, and purpose of the expense.

6. COUNTY COMMISSIONER TRAVEL

Pacific County Commissioners are authorized to use their private vehicle for all official transportation, including but not limited to, attendance at business meetings, workshops, and conferences. The point of origin for mileage reimbursement shall be the Commissioner's official residence within their district. Payment for mileage reimbursement will be at the same rate that is established for other official County travel.

ATTACHMENT A

MEAL RATES

Breakfast \$14.00

Lunch \$17.00

Dinner \$25.00

TOTAL \$56.00

DRAFT

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.