

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

**Tuesday, July 28, 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-B)**

- A)** Approve regular meeting minutes of July 14, 2015
- B)** Approve Rainbow Valley Landfill Vouchers:  
City of Raymond - \$460

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

1

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, July 14, 2015**

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

**CALL TO ORDER – 9:00 AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Faith Taylor-Eldred, Community Development Director  
Joyce Kidd, Auditor  
Mary Goelz, Health & Human Services Director  
Eric Weston, Deputy Prosecutor  
Wayne Leonard, Juvenile Court Administrator

**GENERAL PUBLIC IN ATTENDANCE - None**

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

**PUBLIC COMMENT - None**

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

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

**Approve regular meeting minutes of June 9 and 23, 2015**

**Approve Rainbow Valley Landfill Vouchers:**

**City of Raymond - \$775**

**PUD #2 - \$46.15**

**SCS Engineers - \$15,375.74**

**Royal Heights Transfer Station, Inc. - \$768.60**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Steve Rogers, Chairman

ATTEST:

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Frank Wolfe, Commissioner

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Marie Guernsey  
Clerk of the Board

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Lisa Ayers, Commissioner

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

2015-31 <sup>2</sup>

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

CITY OF RAYMOND

230 2<sup>ND</sup> STREET

RAYMOND, WA 98577

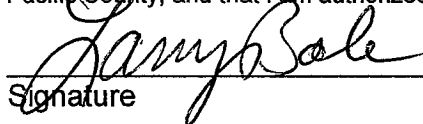
Vendor #	Date
Reference No. 2	Purchase Order Number

**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
103	7/8/15	LEACHATE TREATMENT	660	000	537	10	41	\$ 460.00

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

  
Signature

Pres.  
Title

7/14/15  
Date

Reviewed by:



Faith Taylor, Director  
Department of Community Development

Date

July 14/15

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

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

\_\_\_\_\_  
Date



# CITY OF RAYMOND

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

Invoice No.

103

## INVOICE

### Customer

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

Date 7/8/2015  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL JUNE 2015	\$450.00	\$450.00
1	ROAD MAINTENANCE	\$10.00	\$10.00
SubTotal			\$460.00
Shipping & Handling			
Taxes State			\$0.00
TOTAL			\$460.00

### Payment Details

- ☐ Cash  
☒ Check  
☐ Credit Card

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

Office Use Only

THANK YOU FOR YOUR BUSINESS!

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

**July 28, 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.

**PUBLIC HEARING** *(held in the Commissioners Meeting Room unless otherwise noted)*

10:00 AM Great Columbia Crossing Run Assembly Permit Application

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

10:30 AM Workshop w/ Treasurer re: foreclosures

2:15 PM Commissioner Rogers-Finance Committee Meeting *(Treasurer's Office)*

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**Call to Order**

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

**YEARS OF SERVICE AWARDS**

**15 Years:** Tammy Engel (DCD)

**25 Years:** Mike Kelm (DPW)

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

**Department of Community Development**

1) Approve Amendment #3 to the Contract with Watershed Company

**Health & Human Services Department**

2) Approve hire of Vinessa Karnofski, Wellspring Coalition Coordinator, Management, Grade 12 Step 2 and Carly Castaneda, Human Services Program Specialist, Union, Grade 13 Step 2, both effective July 21, 2015

**Sheriff's Office**

3) Acknowledge resignation of Bobbie Jo Bighill, Telecommunicator, effective July 31, 2015, and authorize filling of vacant Telecommunicator, Step 1

*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**

- 4) Approve Amendment #1 to fy2015 Tourism Service Contract with Tokeland-North Cove Chamber of Commerce
- 5) Vendor Claims:  
Warrants Numbered 127949 through 128093 - \$301,854.14
- 6) Approve regular meeting minutes of July 14, 2015

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 7) Consider approval of release of bid bond to Naselle Rock & Asphalt Co. regarding 2015 Chip Rock (2015-01 North County)
- 8) Consider adoption of Resolution 2015-038 for temporary closure of P Street for culvert removal/replacement

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 9) Consider approval of County Program Agreement #1563-44775 with DSHS for Early Intervention Program

**ITEMS REGARDING VEGETATION MANAGEMENT**

- 10) Consider approval of request to hire Wesley Eastham, Spartina Field Technician/Airboat Operator

**ITEMS REGARDING SHERIFF'S OFFICE**

- 11) Consider the following pertaining to purchase from 3M Company:
  - Approve purchase of Maintenance Service Agreement for the Automated License Plate Readers and Back Office System Software in the amount of \$2,900
  - Adoption of Resolution 2015-039 authorizing sole source purchase
  - Confirm Sheriff's signature on Maintenance Services Agreement and the Statement of Terms, Conditions and Warranties of Sales
  - Acknowledge 3M Software License Agreement for ALPR Products

**ITEMS REGARDING BOARDS & COMMISSION**

- 12) Consider approval of the appointment of Dustin Bilhimer, to a vacant position on the WRIA #24 Lead Entity Technical Advisory Group
- 13) Accept resignation from WRIA #24 Lead Entity Technical Advisory Group member, Craig Graeber

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**ITEMS REGARDING GENERAL BUSINESS**

- 14)** Consider adoption of Resolution 2015-032A authorizing Proposition E 9-1-1 to the voters of Pacific County
- 15)** Consider approval of Memorandum of Understanding for monthly stipend for Assessor's Chief Deputy, effective June 1 through December 31, 2015
- 16)** Consider approval of Snapshot Audit Agreement with SpyGlass; authorize Chair to sign
- 17)** Consider approval of Contract with Economic Development Council for personnel expenditures in accordance with Chapter 82.14.370(3)(a)
- 18)** Consider adoption of Resolution 2015-040 calling for a special election for annexing the City of Raymond to the Timberland Regional Library

**EXECUTIVE SESSION**

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

**PUBLIC HEARING 10:00AM**

- 20)** Consider approval of Great Columbia Crossing Run Assembly Permit Application

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

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7/28/15 mtg

⑤

## Years of Service Report

July 2015

Total Years of Service 15

Employee Name

Date of Hire

7/10/2000

Calculation Date

7/12/2000

ID Number

MGKEC

resigned  
6/30/15

Tammy L. Engel

7/3/2000

7/1/2000

ENGET

Total Years of Service 25

Employee Name

Date of Hire

7/16/1990

7/1/1990

ID Number

KELMM

Michael R. Kelm

Friday, March 06, 2015 - Emailed Alex - KB

7/7/15 c: Lisa - KB



REQUESTED MEETING DATE:

07/28/15


## 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 #: <u>1</u>
				Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt		
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required		
<input type="checkbox"/> OTHER: _____				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Tim Crose, Assistant Director	PHONE / EXT: 875-9356
SIGNATURE: 	DATE: 7/22/2015
NARRATIVE OF REQUEST The Department is requesting the BOCC to approve Amendment #3 of the contract with the Watershed Company to incorporate the tasks and work on the Shoreline Master Program after June 30, 2015. The contract will terminate June 30, 2016.  The budget for these tasks is \$57,963.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #3 to Contract for Professional Services with The Watershed Company in the amount of \$57,963, subject to adequate budget appropriations	

Name of Contractor: <u>The Watershed Company</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>Shoreline Master Program</u>	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input checked="" type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input checked="" type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
<b>Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.</b>	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):	
Public Works Project (RCW 39.04):	
<input type="checkbox"/> Limited PW Process (<\$35,000)	<input type="checkbox"/> Limited PW Process (<\$40,000)
<input type="checkbox"/> Small PW Process (<\$300,000)	<input type="checkbox"/> PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32):	
<input type="checkbox"/> < \$5,000 (attach 3 bids)	<input type="checkbox"/> \$5,000-\$25,000 (use small works roster)
<input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe) :
To be located at: _____	
Exceptions to Bidding (Please provide appropriate documentation):	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
<ul style="list-style-type: none"> <li>- Copy of Intergovernmental Agreement with other agency</li> <li>- Confirmation that vendor agrees to participation</li> <li>- Documentation that contract was awarded in compliance with bidding law</li> <li>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</li> </ul>	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): <b>\$57,963</b>	
TOTAL TAX: _____	
TOTAL SHIPPING/HANDLING: _____	
EXPENDITURE FUND #: <u>116</u> .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED?	Will supplemental be required?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED?	DESCRIBE MATCH:
<input type="checkbox"/> Yes <input type="checkbox"/> No	
MATCHING FUNDS REQUIRED?	AMOUNT OF MATCHING FUNDS:
<input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT FOR PROFESSIONAL SERVICES

Between  
Pacific County  
and the  
The Watershed Company  
**Amendment #3**

**WHEREAS**, the Professional Services Contract between Pacific County and the Watershed Company (TWC) effective the 1<sup>st</sup> of May, 2015, allows for amendment to the general scope of the Agreement and the services to be performed; and

**WHEREAS**, there is a need to amend the scope of work of the contract to address the work and tasks needed to complete and adopt the Shoreline Master Program (SMP) document,

**WHEREAS**, there is a need to amend the total amount of funding available to reflect the additional work that is being requested of TWC;

**NOW, THEREFORE**, Section 1, "Services", and Section 2, "Compensation", are hereby amended as follows:

**SERVICES:** See Exhibit A "Amendment #3 Scope of Work" for the work to be performed.

**COMPENSATION:** The County agrees to pay to TWC up to but not exceeding \$57,963 to perform the services amended in Section 1 from the time period of July 1, 2015, through June 30, 2016.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28<sup>th</sup> day of July, 2015.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Board of County Commissioners

The Watershed Company

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

\_\_\_\_\_  
A. William Way, President

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

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

ATTEST:

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

# **AMENDMENT #3 PACIFIC COUNTY SHORELINE MASTER PROGRAM SCOPE OF WORK**

## **Task 6 Draft Shoreline Master Program**

### **C. Assemble Draft SMP**

A set of community meetings (open houses), led by the consultant, will be held in August, 2015, at two different locations to present the preliminary draft SMP to the public and gather feedback. The feedback will be considered when the preliminary draft is revisited after receipt of comments from Ecology on the June 2015 Draft SMP. Consultant will prepare a brief summary of the events.

Consultant will lead the re-evaluation and revision of the draft SMP environment designations, policies, and regulations in response to Ecology comments on the June 30, 2015 draft materials, as necessary to assure that they are adequate to achieve no net loss of ecological functions.

Consultant will attend up to three (3) meetings with the Planning Commission prior to the delivery of a 2<sup>nd</sup> Draft SMP to Ecology.

A revised SMP submittal checklist will be prepared.

#### **Assumptions:**

The County shall review and provide comments on all product revisions.

**Anticipated Number of Meetings:** Up to three (3) meetings with the Planning Commission.

#### **Deliverables:**

1. One digital copy of a meeting summary from the Open House events.
2. One digital copy of a preliminary draft of the revised SMP for review and comment by staff and the Shoreline Planning Committee, including:
  - a. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
  - b. Final SMP designation maps (digital and hard copies).
3. One digital copy of final draft SMP for review by the County prior to submittal to Ecology.
4. One hard copy and one digital copy of revised draft SMP including designation maps for submittal to Ecology for review and comment.
5. One digital draft copy of an updated SMP Submittal Checklist for submittal to Ecology.

**Due Date:** November 30, 2015

**Task 6.C Budget:** \$22,513 (Note: this does not include \$4,924 remaining under existing contract for this task)

## **Task 9 Develop Final Draft SMP and Supporting Documents**

### **A. Revisit draft SMP; finalize SMP jurisdiction maps.**

Following receipt of Ecology comments on the 2<sup>nd</sup> Draft SMP submitted under Task 6, Consultant will lead the re-evaluation and revision of the draft SMP environment designations, policies, and regulations. Consultant will prepare final jurisdiction maps of Shorelines of the State identified in Task 3 that will be subject to the SMP.

## Exhibit A

This SMP version will be developed based on Planning Commission hearings conducted during Task 10 and will be considered the Shoreline Planning Committee recommended draft.

A revised SMP submittal checklist will be prepared.

Assumptions:

The County shall review and provide comments on all product revisions.

Anticipated Number of Meetings: None. Planning Commission hearings during this task will be conducted during Task 10.

Deliverables:

1. One digital copy of final PC draft SMP for review by the County.
2. One hard copy and one digital copy of revised draft SMP including jurisdiction maps for submittal to Ecology for review and comment.
3. One digital draft copy of an updated SMP Submittal Checklist for submittal to Ecology.

Due Date: February 8, 2016

Task 9A Budget: \$9,838 (Note: this does not include \$6,045 remaining under existing contract to prepare a No Net Loss Report)

## Task 10: Local Shoreline Master Program Adoption

### A. Assemble complete draft SMP

The County will lead, with assistance from the Consultant, the assembly of the complete final draft SMP for review and approval by the Planning Commissions and County Commissioners. This draft SMP shall include responses to Ecology comments on the draft submitted under Task 9 deliverables.

Assumptions:

The County shall be responsible for all hardcopy products and distribution to Planning Commission and County Commissioners.

Anticipated Number of Meetings: None

Deliverables:

Consultant shall provide a complete draft SMP in digital format, including any maps of environment designations.

Due Date: TBD

### B. Complete SEPA review and documentation

The County will lead completion of a SEPA Checklist and determination. Consultant will review the draft SEPA Checklist and provide assistance as needed.

Anticipated Number of Meetings: None

Deliverables:

One set of review comments on the draft SEPA Checklist.

Due Dates: TBD

## Exhibit A

### C. Provide GMA 60-day notice of intent to adopt:

The County will complete the GMA notice process for the SMP and submit the SMP to the Department of Commerce. The Consultant will provide guidance and limited assistance as needed.

Anticipated Number of Meetings: None

Deliverables:

The County shall prepare and process the GMA notice including copies of all materials.

Due Date: TBD

### D. Hold public hearings:

The County shall hold public study sessions and hearings prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100.

Assumptions:

1. As needed, Consultant will provide supporting material content and respond to comments and questions.
2. The County shall compile the names and mailing addresses of all interested parties providing comment.
3. Staff will lead meeting coordination at the workshops and public hearings with Consultant providing support and relevant discussion.
4. Consultant will assist the County by providing supporting notes and responses during the County preparation of public hearing records.

Anticipated Number of Meetings:

1. Five (5) meetings are anticipated, including workshops and public hearings with the Planning Commission and Board of Commissioners, as requested.

Deliverables:

Background and presentation materials as needed for public hearings and workshop meetings.

Due Date: Content materials two weeks prior to dates for the workshops and public hearings.

### E. Prepare a responsiveness summary:

Prior to adoption of the draft SMP by the local elected body, Consultant, with County assistance, will prepare a summary responding to relevant comments received during the public hearings and the public comment period, discussing how the draft SMP address the issues identified in each comment.

Assumptions:

The County will compile all comments received. Consultant shall review and provide one set of comments on the draft summary of public comments received. The County shall review and provide comments on all product revisions.

Anticipated Number of Meetings: None

Deliverables:

1. One digital copy of a final summary of responses to relevant public comments received during the public hearings and public comment period.

Due Date:

Within seven (7) days following close of the public hearings or comment period, whichever is later.

## Exhibit A

### F. Adopt SMP and submit to Ecology:

The County will complete the adoption process for the SMP with assistance from Consultant and submit the locally-adopted Draft SMP to Ecology. The County will complete assembly of the SMP submittal package.

Consultant will complete a revised SMP submittal checklist.

#### Deliverables:

1. One digital draft copy of an updated SMP Submittal Checklist for submittal to Ecology if required.

Task 10 Budget: \$25,612

## Project Expenses

All expenses are included within the Tasks outlined above, estimated at 5% of project costs. These include mileage and other travel related expenses, standard State per diem rates, supplies, printing/plotting, and other reprographic services for production of deliverables as stipulated above.

## Consultant Project Budget for Amendment #3

Task 6C:	\$22,513
Task 9A:	\$9,838
Task 10:	\$25,612
<b>Total:</b>	<b>\$57,963</b>

## Summary of Year 3 Allocation

Year 3 Grant Funds:	\$112,425
TWC remaining budget from existing contract (by task)	
Task 6: Contingency	(\$4,924)
Task 7: Cumulative Impacts Analysis	(\$21,514)
Task 9: No Net Loss Report	(\$6,045)
TWC proposed Amendment #3 budget	(\$57,963)
Remaining Year 3 Funds (County)	\$21,979





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:

7/28/2015

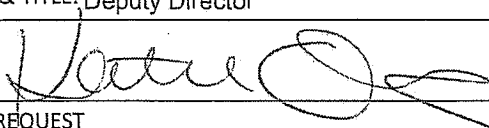
## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>2</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		Initial: _____ Date: _____
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal Required
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"/> PCEMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
<input type="checkbox"/> PACCOM	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Prosecutor
<input type="checkbox"/> Superior Court	<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Veg Mgmt	<input type="checkbox"/> WSU Ext.
<input type="checkbox"/> Other		

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 7-21-2015
NARRATIVE OF REQUEST Please find attached the new employee form for Vinessa Karnofski and Carly Castaneda. Vinessa will be filling the Wellspring Coalition Coordinator/Human Services Program Manager role previously held by Lindsey Hylton. This is a full time, grant funded position and is responsible for coordination of the Drug Free Communities Grant. Carly will be filling the Human Services Program Specialist position previously held by Melissa Sexton. The position is full time as well, partially funded through the DFC grant with the remainder funded through the state drug and alcohol prevention grant. Both have a start date of 7/21/2015. Please let me know if you have any questions. Thank you! (ex 2648)	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve hire of Vinessa Karnofski, Wellspring Coalition Coordinator, Management Grade 12 Step 2 and Carly Castaneda, Human Services Program Specialist, Union Grade 13 Step 2, both effective July 21, 2015, subject to adequate budget appropriations	

Board of Pacific County Commissioners  
PO Box 187 \* 1216 W Robert Bush Dr \* South Bend, WA 98586  
Phone 360-875-9337 / Fax 360-875-9335  
knoren@co.pacific.wa.us

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

**REQUESTED MEETING DATE:**

July 28, 2015

Agenda Item #:


3

TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD				
BOCC ACTION:		Initial	Date	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED			
<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 Management		
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Legal		
DISTRIBUTION LIST:				
<input type="checkbox"/> BF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CE	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PCFAA	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecution	<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.

**Res. 2010-013 EXHIBIT A**

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications Division
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: July 20, 2015
NARRATIVE OF REQUEST Please consider this courtesy notice of the resignation of Telecommunicator Bobbie Jo Bighill, effective July 31, 2015 (see attached letter). This vacancy will result in all special assignment personnel being pulled off assignment and assigned to call center duty for all hours worked, including the IT/Spillman Admin, and the Lead Telecommunicator, as PACCOM moves into it's busiest month of the year with several vacant positions and only 7 staff for 7 days a week, 24/7 coverage. It will also result in two vacant 8 hour shifts being filled with overtime each week until current trainees are prepared to take a shift on their own.  Notice is also being copied to the Auditor's Office and Civil Service. It is my intent to hire to fill this position as the earliest possible date.	
RECOMMENDED MOTION  Acknowledge resignation of Bobbie Jo Bighill, Telecommunicator, effective July 31, 2015, and authorize filling of vacant Telecommunicator, Step 1, subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

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

☐ OTHER: \_\_\_\_\_

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

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary

PHONE / EXT: 875-9334 ext 3334

SIGNATURE: 

DATE: 7/20/2015

#### NARRATIVE OF REQUEST

Tokeland North Cove Chamber of Commerce would like to amend their Scope of Work Attachment A for the 2015 Tourism Service Contract to design and maintain a new website to promote their presence on the Internet. The budgeted amount of \$4,000 remains unchanged.

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

Approve Amendment #1 to fy2015 Tourism Service Contract with Tokeland-North Cove Chamber of Commerce

Name of Contractor: <u>Tokeland-North Cove Chamber of Commerce</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>Tourism Service Contract Amendment #1</u>	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input checked="" type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
<b>Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input checked="" type="checkbox"/> Other (Describe) : <u>Tourism Service</u>
To be located at: _____	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
<ul style="list-style-type: none"> <li>- Copy of Intergovernmental Agreement with other agency</li> <li>- Confirmation that vendor agrees to participation</li> <li>- Documentation that contract was awarded in compliance with bidding law</li> <li>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</li> </ul>	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):   	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: <u>106</u> .xxx.xxx.xx.xx
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

**AMENDMENT #1**  
**TOURISM SERVICE CONTRACT**

**Lodging Tax Contract: Tokeland-North Cove Chamber of Commerce**

**Contract Reference: TDF106:TNCCOC2015**

**THIS AMENDMENT No. 1** formally amends that certain Tourism Service Contract made and entered into the 13<sup>th</sup> of January 2015, by and between the Tokeland-North Cove Chamber of Commerce, P O Box 132, Tokeland, Washington 98590 (“the ORGANIZATION”), and the Board of Pacific County Commissioners (“the BOARD”) on behalf of Pacific County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

**WHEREAS**, Section 9-Entire Agreement/Modifications allows for changes in the services to be performed if mutually agreed upon by both parties; and

**WHEREAS**, there is a need to amend Attachment A: Scope of Work in order for funds to be expended as listed in the Scope of Work.

**NOW THEREFORE**, all other provisions of the Tourism Service Contract remain in full force and effect as agreed upon the 13<sup>th</sup> day of January, 2015.

ORGANIZATION  
Tokeland-North Cove Chamber of Commerce

Board of County Commissioners  
Pacific County, Washington

\_\_\_\_\_  
Print Name                      Title

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

\_\_\_\_\_  
Signature                      Date

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

ATTEST:

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

\_\_\_\_\_  
Print Name                      Title

ATTEST:

\_\_\_\_\_  
Signature                      Date

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

**ATTACHMENT A: SCOPE OF WORK**

**2015 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:**

<u>Activity:</u>	<u>Estimated Number of Unduplicated Contacts/Actions</u>	<u>Budget</u>
Brochures Mailed/Distributed	500	\$100
Radio Ads	30	\$650
Print Ads*	10	\$1,000
In Person Contacts	2000	\$50
Digital/Social Media	1000	\$50
Website	5000	\$2150
		<hr/>
Total:		\$4,000

**\*NOTE:** *print ads must be placed more than 50 miles out of Pacific County*

**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, July 28, 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

127949                      thru                      128093                      \$ 301,854.14

Warrants Dated: July 17, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

JUL 20 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

6

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, July 14, 2015**

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

**CALLED TO ORDER – 9:01AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Faith Taylor-Eldred, Community Development Director  
Joyce Kidd, Auditor  
Mary Goelz, Health & Human Services Director  
Eric Weston, Deputy Prosecutor  
Wayne Leonard, Juvenile Court Administrator

**GENERAL PUBLIC IN ATTENDANCE - None**

**PUBLIC COMMENT – None**

**CONSENT AGENDA (Items 1-11)**

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

**Department of Public Works**

**Approve Amended Exhibit A to the Communications Facility Use Agreement  
with McDaniel Cellular; authorize Chair to sign**

**Approve appointment of Jacob Gerow, Engineering Technician, Grade 10  
Step 1, effective 7/20/2015**

**Department of Community Development**

**Confirm purchase of two Microsoft Surfaces in the amount of \$3,990.06**

**Approve the appointment of Nichol Duff, Planning Technician, Grade 10  
Step 10, effective July 1, 2015; Brandi Keightley, Administrative Asst. II,  
Grade 9 Step 6, effective July 20, 2015; Will Hamlin, Planner, Grade 13  
Step 1, effective July 1, 2015**



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**Health & Human Services Department**

Approve request to post, advertise and hire for vacant Administrative Assistant II, Grade 9, Step1, 0.80 FTE

**Auditor's Office**

Approve increase of Alex Gerow, to 0.85FTE to include the Wellness Coordinator job duties (0.05 FTE), effective July 1, 2015

**Assessor's Office**

Approve request to post, advertise, and hire vacant, budgeted Administrative Asst. II position at Grade 9 Step 1, 0.75FTE

**Sheriff's Office**

Approve appointment of Steve Ross, Deputy, Step 1, effective July 1, 2015

**General Business**

**Vendor Claims:**

Warrants Numbered 127729 through 127814 - \$91,158.95

Approve June, 2015 payroll; total employees: 178; total payroll \$681,606.34

Approve regular meeting minutes of June 9 and 23, 2015

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

Approve purchase of laptop computer from XI Computer Corporation off of the GSA Contract in an amount of \$2,325 plus sales tax, subject to adequate budget appropriations

Approve Special Event Application with Morehead Junior Grange Camp for use of Morehead Park from July 11-18, 2015, authorize Chair to sign

Approve Special Event Application with the Lower Columbia Gideons for use of Chinook County Park on August 18, 2015, subject to receipt of Certificate of Liability Insurance and authorize Chair to sign

Approve Special Event Use Application with Norman Olsen and Alyssa Caudill for use of the Fairgrounds on August 8, 2015, subject to Special Occasion Liquor License being obtained and receipt of Certificate of Insurance and authorize Chair to sign

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**Approve Special Event Use Agreement with the Bay Center Association to host their Annual Bay Center Days at Bush Pioneer County Park on August 1, 2015 and authorize Chair to sign**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve proposal submitted by Advanced Environmental Inc, of Olympia, in the amount of \$1,100 to conduct an Asbestos Hazard Emergency Response Act Survey and authorize Director to sign** *(Other proposals received from KD&S Environmental, Inc. of Montesano in the amount of \$3,250 and from Thermatech Northwest Inc. of Lakewood in the amount of \$1,380-\$1,425)*

**Approve extension of employment for temporary litter crew member, Mikayla Collins, to July 30, 2015, subject to adequate budget appropriations**

**Adopt Resolution 2015-033 authorizing appropriation transfer within Fund 116**

**ITEMS REGARDING JUVENILE COURT SERVICES**

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

**Approve FY2016-17 Consolidated Contract #1563-43145 and Evidence Based Expansion FY 2016-17 #1563-42654 with WA State Department of Social & Health Services and authorize Juvenile Court Administrator to sign**

**ITEMS REGARDING PROSECUTOR'S OFFICE**

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

**Approve exception of Memorandum of Understanding with Local 367C regarding out of class pay for Josh Sedy at a Grade 13 Step 1 for hours worked on DSHS-Support Enforcement Matters, effective June 1, 2015 through December 31, 2015, subject to adequate budget appropriations**

**ITEMS REGARDING RISK MANAGEMENT**

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

**Approve purchase of Automated External Defibrillators (AEDs) and replacement battery in an amount not to exceed \$3,000, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING BOARDS & COMMISSION**

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

**Approve appointment of Mike Shults to the Civil Service Commission to fill an unexpired term, effective immediately**

**Accept resignation from Fair Board member, Lenora Tanaka**

**Accept resignation from WRIA #24 Lead Entity member, Steve Gray**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Interlocal Agreement with Fire District #1 for repayment of their portion of the cost to purchase dispatch radio equipment per Resolution 2014-065**

Consider adoption of Resolution 2015-032A authorizing Proposition E 9-1-1 to the voters of Pacific County – **DEFERRED**

**Adopt Resolution 2015-034 establishing the Tobacco-Free/Smoke-Free Policy, effective August 1, 2015**

**Accept Contract, Bond and insurance from Naselle Rock & Asphalt regarding the U Street Resurfacing Project**

**Adopt Resolution 2015-035 creating special revenue fund, Mental Health Fund 119**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Acknowledge resignation of Matt Jordan, RMT II and authorize posting, advertising and filling the vacant position at a Step 1**

**Adopt Resolution 2015-037 authorizing temporary road closure of 250<sup>th</sup> Street for culvert removal/replacement from August 10, through August 12, 2105**

**Award of the P Street Culvert Replacement Project to Hill & Sons Excavating in the amount of \$24,277.50 including WA State sales tax, subject to adequate budget appropriations** *(Other bids received from Lindstrom & Son Construction of Chinook in the amount of \$39,955.37, and from Lodestone Quarry Inc of Bay Center in the amount of \$50,982.75, and from Jubilee Construction LLC of Long Beach in the amount of \$31,424.45; all bids included sales tax)*

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Boundary Line Adjustment Application for the City of Raymond pertaining to County Parcel #'s 72052005013 and 72052000000 and authorize Chair to sign**

**Clarify and affirm that appropriations in the amount of \$35,000 adopted within the Prosecutor's adopted fy2015 budget for professional services expenditures (sub-object #41) include budget authority for the prosecutor to pay for the disposition of the remains of any indigent person per Chapter 36.39.030 RCW**

**ITEMS REGARDING ASSESSOR'S OFFICE**

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

**Approve the hire of Raquel (Rocky) Stamper, to fill vacant Appraiser position, Grade 10 Step 6, effective August 3, 2015, subject to adequate budget appropriations**

**ITEMS REGARDING SOUTH DISTRICT COURT**

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

**Approve the increase of Angela Simonson, Deputy District Court Clerk to 0.80 FTE, effective July 1, 2015, subject to adequate budget appropriations**

**EXECUTIVE SESSION – None**

**RECESS – 9:24AM**

**RECONVENE – 10:00AM**

**PUBLIC HEARING**

**ATTEND:** Chairman Rogers, Commissioner Wolfe, Commissioner Ayers, County Administrative Officer Kathy Spoor, and Deputy Prosecutor Eric Weston. There were no members of the general public in attendance.

Chairman Rogers opened the public hearing. No one stood to be sworn in and Chairman Rogers closed the public hearing.

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

**Adopt Resolution 2015-036 amending the Overall Economic Development Plan project list and rescinding Resolution 2014-039**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Contract for Service with Port of Willapa Harbor in the amount of \$25,000 a year for three years for the Taylor Industrial Park Infrastructure Upgrade, Port of Chinook in the amount of \$21,000 for one year for the Boat Hoist Dock Construction project, and with the City of South Bend in the amount of \$4,000 for one year for the Mary Rogers Pioneer Park project, all subject to adequate appropriations**

**Approve Vendor Claims, Warrants Numbered 127815 thru 127948 in the amount of \$857,047.42, subject to adequate budget appropriations**

**MEETING CLOSED – 10:03AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

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

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

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

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**OTHER BUSINESS FOR FILING**

Copy of letter from Sheriff Johnson identifying his management personnel as “at will” employees, including Undersheriff Ron Clark, Chief Criminal Deputy Pat Matlock, Chief Civil Deputy Denise Rowlett, Emergency Management Director Stephanie Fritts, and Emergency Management Deputy Director Scott McDougall

Letter from Skagit County Commissioners regarding Workforce Board WIOA Steering Committee Member.

Letter from Federal Emergency Management Agency (FEMA) regarding revised Flood Insurance Rate Map (LOMR).

Copy of resignation letter from Heather Rhoades, Civil Clerk, effective June 19, 2015

Interlocal Agreement Region VIII Education Service Center provided but not entered into.

Memo from Faith Taylor-Eldred, Director of Community Development regarding payment of travel expenses in the amount of \$910 to Kelly Rupp for facilitating meetings during the Shoreline Master Program update, from June 1, 2015 through June 30, 2015.

Memo from Juvenile Court Administrator, Wayne Leonard, regarding juvenile detention bed use update.



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:

July 28, 2015

## AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 7-21-15
NARRATIVE OF REQUEST  At the February 24, 2015 Meeting Naselle Rock & Asphalt Co. was awarded supply and delivery of chiprock to North County Willapa Stock Pile. A 5% bid bond was submitted which was to be held until delivery and acceptance of the product.  At this time the 5% bid bond presented by Naselle Rock & Asphalt Co. can be returned.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Authorize release of Bid Bond to Naselle Rock & Asphalt pertaining to the 2015 Chip Rock Bid (North County)	

## AGENDA REQUEST FORM

REQUESTED MEETING DATE:

7/28/2015

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

Agenda Item #: 8

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Mgmt

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

☐ 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: Department of Public Works

DIVISION (if applicable):

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

PHONE / EXT: 3368

SIGNATURE: Michael Collins

DATE: 7-21-15

#### NARRATIVE OF REQUEST

Resolution authorizing temporary road closure of P Street for culvert removal/replacement from August 18th, 2015 through August 20th, 2015.

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

Adopt Resolution 2015-<sup>038</sup> authorizing the temporary road closure of P Street for culvert removal/replacement from August ~~18~~<sup>17</sup> through August ~~20~~<sup>19</sup>, 2015



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. 2015-\_\_\_\_\_**

**IN THE MATTER OF TEMPORARY CLOSURE OF P STREET  
ROAD NUMBER 24010 AT MP 0.16 FOR CULVERT REPLACEMENT**

**WHEREAS**, the existing seven foot (7') diameter corrugated metal pipe cross culvert is failing on P Street at MP 0.16; and

**WHEREAS**, a temporary road closure for removal and replacement of the culvert is desired; and

**WHEREAS**, P Street proceeds Northeast from State Route 103 (at approx. 235<sup>th</sup>) and then exits onto to State Route 103 (at 249<sup>th</sup> Place); and

**WHEREAS**, alternate accesses are available to all residents; and

**WHEREAS**, the closure is expected to begin Monday, August 17, 2015 at approximately 6:30AM and conclude no later than Wednesday, August 19, 2015 at 5:00PM and will not be open to traffic at the conclusion of each work day; and

**WHEREAS**, notice will be posted in advance in the area prior to closure to warn the motoring public; now therefore

**BE IT HEREBY RESOLVED** a temporary road closure of P Street for culvert removal/replacement is allowed; and

**IT IS FURTHER RESOLVED** the temporary closure will adhere to the above work window; and

**BE IT STILL FURTHER RESOLVED** that advanced notice will be posted in the vicinity of the project for the local residents.

**PASSED** by the following vote this 28<sup>th</sup> day of July, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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



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

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

REQUESTED MEETING DATE:  
07/28/15

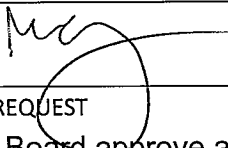
## AGENDA REQUEST FORM

### 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 #:	9
				Initial:	Date:
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				Review	<input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO:			<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE:	TIME:			<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER:					
DISTRIBUTION LIST:					
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court	
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer	
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt	
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.	
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other	

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 7-14-15
NARRATIVE OF REQUEST Request the Board approve and sign the County Program Agreement with Department of Social and Health Services program. This contract covers the Early Intervention Program that the health department has provided for DSHS for a number of years. This contract funding was included in the adopted 2015 budget, no supplemental will be needed. It covers 27 months of service beginning July 1, 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Country Program Agreement #1563-44775 with DSHS for the Early Intervention Program and authorize Chair to sign	

Name of Contractor: Department of Social and Health Services

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

County Program Agreement: Early Intervention Program, (EIP)

Indicate type:

- ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract  
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☒ State Contract

Contractor Type (check all that apply):

- ☐ For-Profit ☐ Private Organization/Individual  
☐ Non-Profit ☐ Public Organization/Jurisdiction  
☒ State ☐ Sub-Recipient  
☐ Federal ☐ Other

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

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

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

To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):

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

\*Resolution Required

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

Please attach the following:

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

- ☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution  
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids  
☐ Open Space/Timber Classification ☐ Post, Advertise, Fill Position (New Employee Form Required)  
☐ Other (please describe): \_\_\_\_\_

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

The early intervention program is a home visiting program for high risk families involved with Child Protective Services. CPS refers families to our Public Health Nurse when there are medical issues or concern that CPS feels need to be addressed so that the child is raised in a safe and nurturing environment.

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☒ Yes ☐ No


Will supplemental be required? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

 <p>Washington State Department of Social &amp; Health Services</p> <p><i>Transforming lives</i></p>	<b>COUNTY PROGRAM AGREEMENT</b> <b>Early Intervention Program (EIP)</b>	DSHS Agreement Number 1563-44775
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement on General Terms and Conditions, which is incorporated by reference.		Program Agreement Number  County Agreement Number
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS INDEX NUMBER 1231
DSHS CONTACT NAME AND TITLE Richard Morgan Contract Manager		DSHS CONTACT ADDRESS 1949 South State Street Tacoma, WA 984052850
DSHS CONTACT TELEPHONE (253)983-6240	DSHS CONTACT FAX	DSHS CONTACT E-MAIL MorgaRA@dshs.wa.gov
COUNTY NAME Pacific County Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586	
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001356	COUNTY CONTACT NAME Mary Goelz	
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL mgoelz@co.pacific.wa.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS
PROGRAM AGREEMENT START DATE 07/01/2015	PROGRAM AGREEMENT END DATE 09/30/2017	MAXIMUM PROGRAM AGREEMENT AMOUNT \$24,966.00
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>Exhibit A – Data Security Requirements; Exhibit B– Statement of Work; Exhibit C – Program Requirements; Exhibit D– Exit Code Definition; and <input checked="" type="checkbox"/>-Exhibit E – Budget</b>		
<b>Contract Purpose:</b> The purpose of these services is to control threats to child safety so children can remain safely in their own homes, while continuing to support families. These services at a minimum will: <ul style="list-style-type: none"> <li>• Place the child and their safety as the center of focus for service delivery</li> <li>• Assess the child's safety to remain in the home on an ongoing basis</li> <li>• Engage families in the focus to reduce safety threats</li> <li>• Work to increase safe parenting skills; and</li> <li>• Require immediate communication with the Children's Administration about safety threats to the child.</li> </ul>		
By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.		
COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE  Richard Morgan Contract Manager, CA/Region 3 South	DATE SIGNED

## Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse of Client" means the injury, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
  - b. "Agency" means a public or private agency or other organization providing services to DSHS clients.
  - c. "Authorized" means approved by a CA social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
  - d. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - e. "Case" means a family for which a risk of abuse or neglect has been determined and the family is open to CA services.
  - f. "CA" means Children's Administration, which is an Administration within DSHS.
  - g. "CA/ EIP Liaison" means the CA staff person who is responsible for maintaining contact with the Contractor and coordinating EIP services in the region.
  - h. "CFWS" means Children and Family Welfare Services, a program under CA.
  - i. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, and safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
  - j. "Client" means any child or adult who is authorized services by DSHS.
  - k. "Community Resources" means community supports and concrete services.
  - l. "Community Resource Directory" means a list of local resource agencies or individuals that provide supports for families.
  - m. "Community Supports" means services that are offered to families by community providers that may include but are not limited to: housing assistance, mental health services, public health services, alcohol and drug treatment, family and social support connections, financial assistance, domestic violence counseling and treatment, educational and employment assistance, parent education, legal services and cultural and language assistance.
  - n. "Contract" means the entire written County Program Agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
  - o. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - p. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.

## **Special Terms and Conditions**

- q. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
- r. "CPS" means Child Protection Services, a program under CA.
- s. "CPS Intake" is the process designated to record all referral reports concerning instances of suspected child abuse and neglect, determine if the referral meets referral screening criteria and make a disposition concerning the referral.
- t. "EFSS" means the CA program called Early Family Support Services.
- u. "EIP" means Early Intervention Program. A program provided by County Public Health Departments.
- v. "Face to Face Contact" means an in-home visit or visit at an alternative location with the referred family which is visual contact within the same room not to include any form of electronic contact, e.g., telephone or computer, with the exception of the use of such equipment as reasonable accommodation for a client with a disability.
- w. "FVS" means Family Voluntary Services, a program under CA.
- x. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- y. "KBS" means Knowledge, Behavior, and Status which is the problem rating scale for outcomes within the Omaha System.
- z. "LEP" means Limited English Proficiency, and indicates an individual's need for additional support and assistance in comprehending the English language.
- aa. "Omaha System" is the comprehensive classification rating and outcome tool used for EFSS and EIP. The Omaha System consists of the Problem Classification Scheme, Intervention Scheme, and Problem Rating Scale for Outcomes.
- bb. "Participation" means family participation in one or more of the services outlined in the Family Service Plan.
- cc. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
- dd. "Service Plan" means a plan written with input from the EIP nurse and family to address family needs and strengths, behaviorally directed goals, specific interventions and community referrals.
- ee. "Staffing" means a formal or informal meeting, conducted by a CA social worker or CA staff member with one or more of the following persons: other CA staff, Contractor and/or other provider, consultants, parents or others, for the purpose of reviewing or discussing, or for making decisions concerning, a client or case.
- ff. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

## **Special Terms and Conditions**

2. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from Children’s Administration as described in Exhibit A, and as required in the Section below entitled **Secure Management of Confidential Information**.
3. **Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.
4. **Program Requirements – Exhibit C.** The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.
5. **Exit Code Definitions – Exhibit D.** The Contractor shall utilize the Exit Code Definitions when documenting case closure with a family, attached as Exhibit D.
6. **Budget – Exhibit E.** If Exhibit E– Budget is checked on page 1 of the Contract, and Consideration Section 8 indicates payment for either service based on actual costs or in monthly payments then the Contractor’s budget for providing services under this Contract is attached as Exhibit E. Funds may be transferred between budget line items of the Contractor’s Budget subject to the following conditions:
  - a. Transfer of funds up to 10% of the budget line item must be requested in writing by the Contractor and may be made without amending this Contract;
  - b. Transfer of funds that exceeds 10% of the budget line item shall require a written amendment to this Contract prior to the transfer of funds between budget line items.

### **7. Secure Management of Confidential Information**

The Contractor shall ensure that all **Confidential Information** (also referred to as **Personal Information**) as defined in the General Terms and Conditions Section 1, acquired under this contract is used only for the provision of services under this contract and is handled with the utmost confidentiality as described in the General Terms and Conditions, Section 6, *Confidentiality*. In addition:

- a. Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements**.
- b. **Failure to comply with applicable requirements may result in termination of this contract.**
- c. The contractor shall provide Security Incident Response in accordance with the CA Incident Response Plan for Providers which can be accessed at <https://www.dshs.wa.gov/ca/>.

### **8. Consideration**

- a. Maximum Contract Amount. The maximum amount of total compensation payable to the Contractor for satisfactory performance of the work under this Contract is \$24,966.00.
- b. Allocated Funds. Allocated funds not expended during the period ending on September 30th, 2017 shall not be carried forward into any subsequent contractual period.
- c. Vendor Rate Increase. In the event of a legislatively mandated vendor rate increase for the services under this Contract, the rates under this Contract shall be adjusted accordingly and incorporated into this Contract as of the date the new rate becomes effective.
- d. Rate of Payment. DSHS will pay Contractor:

## Special Terms and Conditions

- (1) DSHS will pay Contractor for actual costs related to services provided to CA referred families during the period of this Contract.

**9. Billing.** The Contractor shall submit the following documents, prepared in the manner prescribed by DSHS, to invoice services performed under this Contract:

DSHS may choose to pay the Contractor for services under this Contract through FamLink as an alternative method to the invoice billing process, described below. The Contractor shall be notified in writing of any change in the billing process.

- a. A-19 Invoice. The Contractor shall submit a monthly invoice for services performed under this Contract on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DSHS.

- (1) The A-19 invoice shall state the amount of each cost or expense incurred by Contractor in the preceding calendar month that is based on the items listed in the Budget Exhibit. Costs or expenses listed in the A-19 invoice must match the corresponding items listed in the Budget Exhibit for costs or expenses that will be incurred by the Contractor.
- (2) The cost or expense billed for each such item shall be charged against the total amount listed for that item in the Budget Exhibit. The cumulative dollar amount for each such item, for all invoices submitted by Contractor, shall not exceed the total dollar amount stated for that item in the Budget Exhibit.

- (3) The A-19 invoice shall clearly indicate that it is:

"FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS CONTRACT NO.  
FOR THE MONTH OF           , 20   "

- (4) The A-19 invoice shall be submitted to:

Richard Morgan, Contract Manager  
Children's Administration  
1949 South State Street

Tacoma, WA 98405-

- (5) The Contractor shall contact Richard Morgan at (253) 983-6433 concerning billing questions.

- (6) The Contractor shall bill for each month of service on a separate A-19 invoice. The A-19 invoice shall state the month services were provided.

**10. Payment**

- a. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- b. CA will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
- c. DSHS will make payment within thirty (30) days of receipt of a properly completed invoice for services.
- d. DSHS may stop payment to the Contractor if reports required under this Contract are delinquent,



## Special Terms and Conditions

i.e., not submitted within 10 days of the due date, or incomplete.

- e. DSHS may, at its sole discretion, withhold or deny payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

### 11. Subcontracting

Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS's rights or remedies available under this Contract.

### 12. Payment Only for Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

### 13. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.
- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DSHS.
- d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

### 14. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

### 15. Overpayments

In the event that DSHS establishes overpayments or erroneous payments made to the Contractor under this Contract, DSHS may secure repayment, plus interest, if any, by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS.

### 16. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any

## **Special Terms and Conditions**

person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

### **17. Investigations of Contractor or Related Personnel**

DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

- a. Result in a conviction for violating a local, state or federal law, or
- b. In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS clients.

DSHS may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.

### **18. Removal of Individuals from Performing Services**

- a. In the event that any of Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor assure DSHS that such individual will not provide services to DSHS clients under this Contract.
- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within 24 hours, disallow that person from providing direct services to DSHS clients. Failure to do so may result in a Compliance Agreement Plan and possible suspension or termination of this Contract.

### **19. Compliance Agreement**

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may, at its option, establish a Compliance Agreement. When presented with a Compliance Agreement, Contractor agrees to undertake the actions specified in the Agreement within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

### **20. Insurance.** For purposes of this Contract:

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Contract, that:

## Special Terms and Conditions

- \_\_\_\_\_ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
- \_\_\_\_\_ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, upon request, provide certificates of insurance to that effect to the DSHS Contact on Page 1 of this Contract.
- c. The Contractor shall ensure that all subcontractors providing client services under this Agreement meet the insurance requirements specified below.

### 21. Insurance Requirements

For the purpose of this section, the term "Contractor" as used in the following provisions shall mean the Contractor and its subcontractors, and the term "Contract" shall mean this Agreement and the Contractor's subcontract with a subcontractor.

The Contractor shall ensure that all subcontractors have and maintain insurance with the following types and limits of coverage. The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor has and maintains insurance as required by this Agreement.

#### a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

**In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:**

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department

## **Special Terms and Conditions**

of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Business Automobile Liability Insurance

If a Contractor transports DSHS clients, the Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

c. Professional Liability Insurance

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

i. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

## **Special Terms and Conditions**

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

l. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor

## **22. Resolution of Differences**

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided below, in the section titled "Disputes".

A copy of the regional conflict resolution process is available from the DSHS Contact person listed on Page 1 of this Contract.

## **23. Disputes**

- a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:
  - (1) A statement identifying the issue(s) in dispute; and
  - (2) Contractor's name, address and contract number.
- b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.
- c. A copy of the current CA dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current CA's dispute resolution process should

## Special Terms and Conditions

be sent to:

DSHS/Children's Administration  
Attention Contracts Management Unit  
P.O. Box 45710  
Olympia, WA 98504-5710

This dispute resolution process is the sole administrative remedy available under this Contract.

### **24. Braam Considerations**

In the event that CA should need to include additional requirements relating to the services provided under this Contract, as part of CA's obligation to meet the requirements of Braam v. State of Washington, the parties agree to negotiate in good faith the incorporation of such additional requirements in this Contract, either by an amendment to this Contract or by a revised contract that would replace this Contract.

## Exhibit A – Data Security Requirements

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

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
  - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

    - (d) Keeping them in locked storage when not in use
    - (e) Using check-in/check-out procedures when they are shared, and
    - (f) Taking frequent inventories
  - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
  - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.



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

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

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

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

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

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives,	

portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

## STATEMENT OF WORK Early Intervention Program (EIP)

### ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Philosophical Principles used in the Delivery of EIP Services
3. Client Eligibility and Referral for Services
4. Referral Procedures
5. Service Coordination with CA
6. Dual Case Management with Another Agency
7. Family Centered Practice Model
8. Provision of Services
  - a. Face to Face Contact
  - b. Initial Screen
  - c. Service Delivery
  - d. Brief Intervention Path
  - e. Assessment and Comprehensive Service Path
  - f. Service Plan
  - g. 90-Day Reviews
  - h. Exit from the EIP Program
  - i. Exit Summary
9. Reports
10. Program Improvements

The Contractor shall ensure that services provided under this Contract at all times meet the specifications described in this Statement of Work Exhibit.

#### 1. Intent of Services

- a. Early Intervention Services is a home visiting nurse program which shall address health conditions, physical growth, child development, social-emotional health, caretaking/parenting, and home safety issues for children served by CA. EIP nurses shall provide assessments, education/counseling, care management, and linkage into community programs for identified concerns.
- b. The Contractor shall provide EIP services through direct services to families and/or by linking families to community resources to accomplish the following goals for families:
  - (1) Reduce risk of abuse or neglect of children in the home;
  - (2) Enhance parenting skills, family and personal self-sufficiency, and family functioning;
  - (3) Reduce stress on the family;
  - (4) Reduce the likelihood of additional referrals to CPS;
  - (5) Enhance the health and well being of children and their families; and
  - (6) Facilitate linkages to health and community services.

## 2. Philosophical Principles used in the Delivery of EIP services

- a. Individualized, tailored intervention;
- b. Empowerment approaches;
- c. Community support building approach;
- d. Strengths perspective;
- e. Cultural competence;
- f. Developmental appropriateness; and
- g. Outcome driven service plans.

## 3. Client Eligibility and Referral for Services

- a. Eligibility. Families are eligible for EIP services who meet the following criteria:

(1) Have a child ages birth to six who has issues related to his/her:

- (a) Nutrition;
- (b) Physical growth;
- (c) Social-emotional health;
- (d) Hygiene;
- (e) Developmental patterns;
- (f) Medical conditions;
- (g) Access to health care;
- (h) Attachment with caregiver; or
- (i) Risks for injuries from home safety hazards.

OR

(2) Have a school aged child or youth who has medical neglect or problems with chronic health conditions.

**Infants and young children under three are of highest priority and should be served first whenever possible**

- b. Referrals. EIP services are designed to be a cooperative service between CA and the contracted nurse. Both CA and the EIP nurse shall work together to provide service delivery in a coordinated approach. All EIP service plans should be developed in consultation with the CA social worker. All families must be referred to EIP by a CA social worker. Families may be referred from CPS, Family Voluntary Services, or Child and Family Welfare Services as follows:

(1) Open Child Protective Services (CPS) Cases: Includes children who have been investigated by CPS and are residing with their biological parent or legal caregiver. Referral can be made to EIP:

- (a) CPS social worker has interviewed the family and has identified an issue relating to the

child's health, growth, development, caretaking/parenting, or home safety.

- (b) Families are opened for brief assessment and must be closed when the CPS social worker closes their case. The EIP Nurse links family to needed community resources and services.

(2) Open Family Voluntary Service (FVS) Cases: Includes children who are opened to FVS services and have an active service plan in place.

- (a) FVS social worker has interviewed the family and has identified an issue relating to the child's health, growth, development, caretaking/parenting, or home safety.
- (b) The CA family's service plan indicates a goal related to the child's health, growth, development, caretaking/parenting, or home safety and the family would benefit from having an EIP nurse home visitor to address these issues in the CA service plan.
- (c) Priority for EIP eligibility is given to child(ren) in home or returning to the home within 60 days.

(3) Open Child and Family Welfare Service (CFWS) Cases: Includes children who are in relative placement, foster care, or in-home dependencies:

- (a) CFWS social worker has interviewed the family and has identified an issue relating to the child's health, growth, development, parenting, or home safety.
- (b) An EIP referral may be appropriate for a brief nurse consultation when the child enters foster care or out-of home placement and has an immediate health care management problem that requires health assessment, case coordination, care management education, and linkage into health care services.
- (c) A child in out-of home placement and who is being returned to a caregiver or permanent placement within 60 days and has a health care management problem. The home visiting nurse is to provide health assessment, case coordination, caregiver care management education, and linkage into health care services.
- (d) Priority for EIP eligibility is given to child(ren) in home or returning to the home within 60 days.

#### **4. Referral Procedures**

- a. CA shall have sole responsibility for referring clients to the Contractor under this Contract. All referrals must be initiated in writing by CA. CA will not pay for any families served under this Contract who were not referred by CA.
- b. CA shall submit a written EIP referral to the Contractor which will authorize services.
- c. The Contractor shall adhere to the referral procedures set forth in the CA regional/local protocol.
- d. Referral review.
  - (1) The Contractor shall review the EIP referral to ensure:
    - (a) The referral meets the eligibility criteria and the family and has identified an issue relating to the child's health, growth, development, caretaking/parenting, or home safety concern that necessitates nursing interventions;
    - (b) The reasons for requested EIP intervention are clear and are appropriate for nursing services;

(c) Clients case numbers, clients names and dates of births, and client contact information are provided; and

(d) Assigned CA social worker names and contact information is provided.

(2) If the referral does not have the above information or the information is unclear, the Contractor shall contact the referring CA social worker, or their agency EIP program leads, or the CA EIP liaison to obtain the needed information.

(3) Upon receipt of the referral, the EIP nurse shall telephone the referring CA social worker to inform them of their assignment to the case and discuss coordination of services for the family.

**5. Service Coordination with CA.** The Contractor shall ensure that the assigned EIP nurse:

- a. Works collaboratively with the CA social worker to determine the EIP nurse's role in working with the needs of children in order to coordinate, but not overlap, service delivery;
- b. Reviews the CA's family assessment, if services have warranted its development; and
- c. Develops a family assessment, if CA has not developed one.

**6. Dual Case Management with Another Agency**

- a. If the Contractor and another agency are performing case management services for the same family, the Contractor shall facilitate a staffing with the other agency to assure that the family's needs are met in a coordinated approach.
- b. The Contractor shall ensure services being provided under this Contract are not being charged to another funding source which would result in duplicate payment.

**7. Family Centered Practice Model**

The Contractor shall provide services consistent with the "The Washington State Division of Children and Family Services Family Centered Practice Model". It shall be the Contractor's responsibility to obtain information on the Family Centered Practice Model from CA. Information about the Family Centered Practice Model is available at <https://www.dshs.wa.gov/ca/advancing-child-welfare/solution-based-casework>

**8. Provision of Services**

The Contractor shall deliver services as follows for CA referred families:

a. **Face to Face Contact.** The Contractor shall:

- (1) Attempt to make initial contact with the family within three (3) working days of acceptance of the referral from CA. Initial contact may be via a telephone contact or face to face contact.
- (2) Notify the CA social worker in writing within 10 working days if the family is unavailable or unwilling to meet with the Contractor for an initial face to face home visit.
- (3) Make, at a minimum, two home visit attempts before closing a case. If a second home visit attempt is not completed, the Contractor shall document on the Exit Summary the reason a second attempt for a home visit was not completed.
- (4) Immediately notify the referring social worker and complete an Exit Summary if the family has moved from the service area and is not available for any face-to-face contact.

**b. Initial Screen**

- (1) The EIP nurse shall conduct an initial screening to determine the family or child's:
  - (a) Health care needs, to include physical and developmental health, social-emotional health, and dental health; and
  - (b) Issues relating to home safety, basic needs, parenting skills, parental delays, and home environment.
- (2) Based on the initial screening, the EIP nurse, family, and CA social worker will determine the service path for the family. The service path will be either a Brief Intervention Path or an Assessment and Comprehensive Service Path.

**c. Service Delivery**

- (1) Schedule services at the family's convenience and tailor to accommodate a family's work schedule whenever possible.
- (2) Make EIP nurses available to testify at court hearings when subpoenaed. When requested by CA staff, EIP nurses shall participate in CA EIP meetings, Child Protective Team (CPT) or case staffings, and child fatality reviews for EIP involved families. If EIP nurses are not able to attend in person, the Contractor shall provide a written summary of the family's progress.
- (3) Length of Service. EIP services shall be provided only while the case is open to CA.

**d. Brief Intervention Path**

- (1) The Brief Intervention Path is a short-term intervention designed to:
  - (a) Provide health and developmental assessments for the identified child;
  - (b) Assist the CA social worker with case planning information;
  - (c) Connect the family with community services; and
  - (d) Provide brief and focused teaching and guidance in areas identified in the screening process.
- (2) The Brief Intervention shall be completed within 90 days and an Exit summary completed within 10 days of case closure.

**e. Assessment and Comprehensive Service Path**

- (1) Assessment. The Contractor shall work with the assigned CA social worker and family so that a complete family assessment is created that identifies or addresses the family's:
  - (a) Current protective factors;
  - (b) Current strengths and successes of the family that can be built upon to address need;
  - (c) Current safety or health risk factors;
  - (d) Natural support systems, such as friends, family, community members, and groups;
  - (e) Physical health and social-emotional health care needs;
  - (f) Attainment of developmental milestones and physical growth;
  - (g) Service and/or support needs of the children; and

(h) Circumstances that led to the crisis.

(2) **Identified Priorities.** After the assessment is completed, the EIP nurse shall utilize the Omaha System for identified priorities.

(a) The EIP nurse shall identify the top two to three Omaha problems that are of priority for EIP interventions.

(b) The EIP nurse shall score each selected Omaha problem using the Knowledge, Behavior, and Status (KBS) scoring system as defined by the Omaha System in conjunction with the CA KBS manual.

(c) The results of the Omaha scores shall be recorded on 90 day reports and Exit summary reports.

f. **Service Plan.** The EIP nurse may contribute to the CA service plan by assisting the social worker in the identification of:

(1) The top two to three Omaha priorities for the client. The nurse, in conjunction with the family and CA social worker, shall develop specific behaviorally driven goals and objectives that support the target areas identified through the family assessment process and supported by the Omaha priorities.

(2) The client's individualized interventions designed to increase protective factors, decrease risk factors, and target child safety and well-being outcomes. The Contractor shall focus on the following:

(a) Physical health;

(b) Wellness;

(c) Social-emotional health;

(d) Home safety;

(e) Caretaking/parenting; and

(f) Developmental issues.

(3) The family's internal and external support networks and service providers and plans for utilization.

g. **90-Day Reviews**

(1) The Contractor shall complete the EIP 90 Day Review form when providing services to families up to and beyond 90 days. The 90 Day Review form is #10-479 and may be accessed at: <http://www.dshs.wa.gov/forms/eforms.shtml>

(2) Contractor shall submit reports at 90 day service intervals or when CA requires service reports for court proceedings.

h. **Exit from the EIP Program.** The Contractor shall staff with CA to determine whether to close an EIP case if one or more of the following occurs:

(1) Family refused service;

(2) Children removed from parent/caregiver;



- (3) Family moved from contractor service area;
- (4) Family was referred to another program or service that is more appropriate than the EIP intervention;
- (5) CA is closing the case; or
- (6) Services were completed.

**i. Exit Summary**

- (1) The Contractor shall complete the EIP Exit Summary on completion of services with families served under the EIP Contract. The EIP Exit Summary form is #10-475 and may be accessed at: <http://www.dshs.wa.gov/forms/eforms.shtml>
- (2) The Contractor shall submit the Exit Summary to the CA social worker within 10 working days of case closure.

**9. Reports**

- a. Written reports must be submitted by secure email to the DSHS contacts identified below. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/ca/partners/intro.asp>
- b. The Contractor shall submit the following monthly reports, in a format prescribed by CA as instructed below, unless specified differently in the regional protocol:

<b>EIP Contractor Reports</b>	<b>Submit to:</b>	<b>Due Date</b>
<ul style="list-style-type: none"> <li>• <b>EIP Monthly Report</b></li> </ul>	<p><b>1 electronic copy to the EIP CA regional liaison</b>  Name: Andrea Ringer  Email: <a href="mailto:ringeal@dshs.wa.gov">ringeal@dshs.wa.gov</a></p> <p><b>1 electronic copy to the EIP CA headquarters liaison</b>    Mireya Beltré, MSW  HQ Family Voluntary Services  Program Manager  <a href="mailto:beltrMA@dshs.wa.go">beltrMA@dshs.wa.go</a></p>	By the 15 <sup>th</sup> of the month for services provided in the previous month
<ul style="list-style-type: none"> <li>• 90 Day Review</li> <li>• Exit Summary</li> </ul>	1 copy of each to the assigned CA social worker	By the 15 <sup>th</sup> of the month for services provided in the previous month
<ul style="list-style-type: none"> <li>• Annual (Contract period) roll-up report to include: <ul style="list-style-type: none"> <li>○ # of referrals</li> <li>○ # of unduplicated children served</li> <li>○ # of unduplicated families (cases) served</li> <li>○ # of families (cases) exited from EIP for: <ul style="list-style-type: none"> <li>▪ # of families-Provider</li> </ul> </li> </ul> </li> </ul>	<p><b>1 electronic copy to the EIP CA regional liaison (as above)</b></p> <p><b>1 electronic copy to the EIP headquarters liaison (as above)</b></p>	<b>By the 15<sup>th</sup> of the month of July each year of contract.</b>

<ul style="list-style-type: none"> <li>unable to make contact</li> <li>▪ # of families-Provider determined family does not need EIP</li> <li>▪ # of families - Family refused services</li> <li>▪ # of families -Family was referred to another program within CA</li> <li>▪ # of families - Service were completed</li> <li>▪ # of families -Provider referred EIP case back to CPS as higher risk</li> <li>▪ # of families – re-referral and accepted for investigation</li> <li>○ # of cases with another CPS referral received while family was participating in EIP</li> <li>○ # of families enrolled in community resource and referral services</li> <li>○ # of families enrolled in Family Engagement Services</li> <li>○ Of total # of families, what % improved KBS scores in caretaking and parenting over time</li> </ul>		
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c. **DSHS may stop payment to the Contractor if reports required under this Contract are delinquent or incomplete.**

d. Additional Data

DSHS may request additional measurable service and outcome data for services provided. In the event DSHS so requests, DSHS commits to work with the Contractor to develop data elements. If so requested, the Contractor agrees to provide data collection in a manner prescribed by DSHS.

#### 10. Program Improvements

The Contractor agrees to collaborate with CA to develop and implement program changes which may include: a standardized assessment tool, performance measures, and service standards.

## PROGRAM REQUIREMENTS Early Intervention Program (EIP)

### ORGANIZATION OF PROGRAM REQUIREMENTS

1. Qualification Requirements
2. Licensing or Statutory Requirements
3. Required License in Good Standing
4. Staff and Subcontractor Training
5. Annual EIP Provider Meetings
6. Evaluation of Contractor
7. No Transportation of DSHS Clients
8. Records
  - a. Client Records
  - b. Administrative Records
  - c. Personnel and Subcontractor Records
9. Operating Procedures
10. Degree Requirements
11. Background Checks
12. Health and Safety of CA Clients
13. Corporal Punishment Prohibited
14. Smoking Prohibited in Presence of Client Children and Foster Youth
15. Culturally Relevant Services
16. Interpretation and Translation
17. Confidentiality – Additional Requirements
18. Auditing and Monitoring
19. Office of the Family and Children's Ombudsman (OFCO)

The Contractor shall ensure that all qualifications for employees, volunteers, or subcontractors, performance expectations and program requirements for services provided under this Contract at all times meet the specifications described in this Program Requirement Exhibit.

#### 1. Qualification Requirements

- a. The Contractor shall ensure that employees, subcontractors, and/or volunteers providing services to DSHS clients under this Contract have the following minimum qualifications:

- (1) Holds a current license to practice as a registered nurse by the State of Washington;
- (2) Has a minimum of two years working with children and families; and
- (3) Has experience providing a home visitation model of service delivery.

OR

- (4) Has completed a Bachelor of Nursing Program and currently is serving as a Public Health Nurse in a Local Health Jurisdiction.

- b. Exceptions for Required Staff Qualifications

If the preferred candidate does not meet the requirements for the minimum home visiting experience, the Contractor shall request an exception by submitting the following information to the CA headquarters program manager for EIP:

- (1) Documentation of the individual's credentials and work experiences;
- (2) Documentation of related coursework, conferences, and other training;
- (3) Reasons why applicant was chosen;
- (4) How the Contractor plans to supervise the applicant;
- (5) Training plan; and
- (6) Position description for which the exception is being requested.

DSHS/Children's Administration  
Attention: EIP Program Manager  
PO Box 45710  
Olympia, WA 98504-5710

## **2. Licensing or Statutory Requirements**

- a. The Contractor shall meet or exceed all minimum licensing or certification requirements or other requirements as required by statute.
- b. When licensing, certification, or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.

## **3. Required License in Good Standing.**

- a. If the Contractor or any of the Contractor's staff are required to be licensed to provide any of the services under this Contract, the required license must be in good standing at all times during the term of the Contract.
- b. In the event that a required license is suspended, or if any limitations or restrictions are placed on the license, the Contractor shall notify the DSHS Contact person listed on Page 1 of this Contract

## **4. Staff and Subcontractor Training.**

### **a. Omaha System**

The Contractor shall ensure that all direct service staff have completed the Omaha Training. The Omaha training can be obtained through King County Health Department or the Tacoma-Pierce County Health Department. Training is to be paid by the Contractor through the allotted Contract dollars.

### **b. Mandated Reporter Training**

- (1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in CA's Mandated Reporter Toolkit within 30 days of the effective date of a first time CA Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two

(2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.

- (2) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>

## **5. EIP Provider Meetings**

It is expected under this Contract that, at a minimum, one Contractor representative shall attend any scheduled CA's EIP provider meetings.

## **6. Evaluation of Contractor**

- a. DSHS may evaluate the Contractor's performance during the term of the Contract. Areas of review may include, but are not limited to, the following:
- (1) Reports required under this contract are complete and submitted in a timely manner;
  - (2) Families are referred to appropriate community resources; and
  - (3) EIP direct service staff participate in all EIP program meetings and trainings as required by CA.
- b. If the Contractor fails to meet any of the performance measures, DSHS may terminate this Contract.

## **7. No Transportation of DSHS Clients.** The Contractor shall not provide transportation to DSHS clients under this Contract.

## **8. Records**

### **a. Client Records**

The Contractor shall maintain individual client records and shall promptly submit to DSHS a copy of such records upon request. At a minimum, individual client records must include:

- (1) CA Intake Referral Summary Report;
- (2) Additional referral information, if applicable;
- (3) Client Assessment;
- (4) Client Screenings;
- (5) Family Service Plan;
- (6) 90 Day Reviews;
- (7) Exit Summary;
- (8) KBS scores and supporting documentation;
- (9) Contacts with the family to include: date of contact, name(s) of member(s) present, and charting notes; and

(10) Contacts with CA social worker and service providers.

b. Administrative Records

The Contractor shall retain the following administrative records:

- (1) Community Resource Directory that lists: name of agency, address, telephone number, description of available resources and supports for families;
- (2) Monthly Reports;
- (3) Fiscal records that shall substantiate costs charged to DSHS under this contract;
- (4) Audits, license review, contract monitoring and corrective actions required and action taken;
- (5) Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract;
- (6) Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- (7) Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth", as stated above in Section 11;
- (8) A copy of any subcontract or other agreement for subcontracted services and the provider's qualifications;
- (9) Copy of the Certificate of Insurance for each subcontractor; and
- (10) Protected group data:
  - (a) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
  - (b) A list of all clients served that addresses date of birth, sex, and race.

*When collecting protected groups data, the Contractor shall inform staff and clients that (1) the furnishing of the information is entirely voluntary; (2) the refusal to furnish the data shall not have adverse effects.*

c. Personnel and Subcontractor Records

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, (2) volunteers, and (3) any subcontractor's staff and employees who may have contact with DSHS clients in performing duties or providing services under this Contract:

- (1) DSHS criminal history background check approval;
- (2) Any other criminal history background checks;
- (3) Current license(s) or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- (4) Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;

- (5) Documentation of academic history and credentials, as applicable;
- (6) Employment and experience history;
- (7) Job description;
- (8) Annual performance evaluations;
- (9) Training records, as applicable;
- (10) Hours worked and payment records;
- (11) Staff training log;
- (12) Signed statements to adhere to confidentiality of client information;
- (13) Signed statements acknowledging duty to report child maltreatment; and
- (14) Copy of each signed subcontract or other agreement for any subcontractors.

## **9. Operating Procedures**

- a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address:
  - (1) Referral process steps;
  - (2) Communication links (contact persons);
  - (3) Case updating requirements;
  - (4) Case termination and extension procedures;
  - (5) Scheduling process;
  - (6) Training collaboration, if any;
  - (7) Report and feedback process;
  - (8) Emergency procedures.
- b. The Contractor shall submit a copy of the written operating procedures to the DSHS Contact identified on Page 1 of this Contract.
- c. The Contractor and CA shall each retain a copy of the written operating procedures.

## **10. Degree Requirements**

The Contractor shall ensure that any degrees required of the Contractor or the Contractor's staff under this Contract, or by statute, shall meet the following requirements before the Contractor shall provide services under this Contract:

- a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;
- b. The degree must be awarded by a public or private 4-year or 2-year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is

accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one of the following regional accreditation boards for the United States:

- (1) MSA – Middle States Association
  - (2) NWCCU – Northwest Commission on Colleges and Universities
  - (3) NCA – North Central Association of Colleges and Schools
  - (4) NEASC – New England Association of Schools and Colleges
  - (5) SACS – Southern Association of Colleges and Schools
  - (6) WASC – Western Association of Schools and Colleges
- c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: [www.aihec.org](http://www.aihec.org).
  - d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.
  - e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: [www.chea.org](http://www.chea.org).
  - f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

## **11. Background Checks**

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.
- c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06, or successor statutes has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.
- e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), or successor statute, has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.



## **12. Health and Safety of CA Client Children**

- a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the CA referral, the Contractor shall immediately report this information to the referring CA social worker and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.
- b. Contractors are mandated reporters under Chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring CA social worker. The Contractor shall follow verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.
- c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".
- d. Written notification required by the Contractor shall include notification by fax or by e-mail.

## **13. Corporal Punishment Prohibited**

Corporal punishment of children in the Department's care or custody is prohibited. Corporal punishment is any act which willfully inflicts or causes the infliction of physical pain on a child. The Contractor, and the Contractor's agents and employees, shall not administer corporal punishment to children served under this Contract.

## **14. Smoking Prohibited in Presence of Client Children and Foster Youth**

Smoking in the presence of client children, including the use of e-cigarettes, is prohibited. This prohibition extends to, but is not limited to, the following circumstances:

- a. When transporting client children under age 18 and foster youth 18 to 21 years of age;
- b. When there is direct contact with client children under age 18 and foster youth 18 to 21 years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted.

## **15. Culturally Relevant Services**

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer. <http://www.dshs.wa.gov/sites/default/files/SESA/odi/documents/CA-2014.pdf>

## **16. Interpretation and Translation**

- a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and

translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.

- d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.

#### **17. Confidentiality – Additional Requirements**

This Contract imposes the following additional requirements to the section titled *Confidentiality*, set forth as one of the General Terms and Conditions of this Contract:

- a. **Consent by Minor.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.
- b. **Encrypted Email Account.** The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at CA's website, located at: <http://www.dshs.wa.gov/ca/partners/intro.asp>.

#### **18. Auditing and Monitoring**

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
- d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

#### **19. Office of the Family and Children's Ombudsman (OFCO)**

- a. The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under Chapter 13.34 without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of 13 years, unless law otherwise specifically prohibits such release.
- b. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.

**Exit Code Definitions**  
**Early Family Support and Early Intervention**  
**Exit Summary Code Definitions**

Code	Definition
1a. Family Engagement and Assessment Services Completed	The family has engaged <u>in ongoing services</u> with a provider and has identified goals and priorities for services. The family has engaged in interventions or services outlined in the service plan to address risk factors for child abuse and neglect and support family strengths and protective factors.
1b. Community Resource and Referral Completed	The family has initiated community services.
2. Initial Screening Visit Only	The family engaged in the initial screening visit with the provider and declined further services either directly or by agreeing to services and then failing to show for appointments.
3. Participated in Services but did not complete service plan due to:	
a. Change in Circumstance	3a. The family engages in services to a level the provider believes will benefit the family to some degree, but further services are discontinued due to change in circumstances.
b. Refused	3b. The family engages in services to a level that the provider believes the children will benefit to some degree from the changes that will occur, but the family <u>refuses to further engage in services</u> prior to addressing all risk/protective factors for child abuse and neglect. (The provider <b>MUST</b> write the activities the family participated in on the exit summary.)
Family has reached the service limit and is not longer eligible for services.	The family continues to participate in services and is no longer eligible for EFSS services.
4a. Family has transferred to other community services.	4a. The Family has transferred to other community services.
4b.No other community services are available.	4b. The community does not have appropriate services for the family.
5.All services declined	<u>Provider contacts family by phone, or in person and the family declines to participate in services.</u>
6.Unable to locate family	The provider is not able to physically locate the address or the family at the address provided.
7.Unable to contact	Family does live at the identified address but the provider is not able to contact the family through at least 2 attempted home visits; and phone calls and/or letters.

8.Services not needed	Family was contacted in person and is already engaged in community services that address the allegations, thus services would be duplicative and would not be necessary.
8a. Self Report	8a. Client self reported, unable to verify
8b. Verification received	8b. Provider verified other service involvement
9.Returned to CPS due to high level of risk <b>EFSS Only</b>	Prior to contact with the family CPS receives additional information accepts the case for investigation or after further discussion with CA results in accepted investigation.
10. New CPS referral. Assigned for investigation <b>EFSS Only</b>	Anytime after the first face-to-face visit, an additional referral is made to CPS <b>and</b> the case is accepted for investigation.
11. Participated in Services then family moved.	Family no longer in EFSS service area and cannot receive services.
12. Child Placed in out of home care	Child has been placed in out of home care through a dependency or court intervention

**Budget  
Early Intervention Program (EIP)**



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:

7/28/2015

## AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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: Vegetation Mgmt

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Jeff Nesbitt

PHONE / EXT: 360 942-7758

SIGNATURE: Jeff Nesbitt

DATE: 7/22/15

#### NARRATIVE OF REQUEST

Requesting BOCC approval to hire Wes Eastam as  
Spartina field tech / Airboat operator, at 17.00 per  
hour.

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

Approve hire of Wesley Eastham, Spartina Field Technician/Airboat Operator, at a rate of \$17 per hour,  
effective \_\_\_\_\_, subject to adequate budget appropriations



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

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

REQUESTED MEETING DATE:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ 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: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy

PHONE / EXT: 3395

SIGNATURE: /s/ Denise L. Rowlett

DATE: 7/22/2015

#### NARRATIVE OF REQUEST

Request the BOCC confirm the Sheriff's signature on the Statement of Terms, Conditions and Warranties of Sale and the Maintenance Services Agreement with 3M Company and approve purchase of the maintenance services agreement for the Automated License Plate Readers and Back Office System Software totaling \$2,900.

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

Approve purchase of Maintenance Service Agreement for the Automated License Plate Readers (APLR) and Back Office System Software (BOSS) in the amount of \$2,900; Adoption of Resolution 2015-039 authorizing sole source purchase; Confirm Sheriff's signature on Maintenance Services Agreement and the Statement of Terms, Conditions and Warranties of Sales; Acknowledge 3M Software License Agreement for ALPR Products; all subject to adequate budget appropriations

Name of Contractor: <u>3M Company</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>Maintenance Services Agreement</u>	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
<b>Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input checked="" type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input checked="" type="checkbox"/> Other (Describe) :
To be located at: _____ Maintenance Services Agreement	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input checked="" type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
<u>*Resolution Required</u>	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
<ul style="list-style-type: none"> <li>- Copy of Intergovernmental Agreement with other agency</li> <li>- Confirmation that vendor agrees to participation</li> <li>- Documentation that contract was awarded in compliance with bidding law</li> <li>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</li> </ul>	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ
<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal
<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input type="checkbox"/> Other (please describe): _____	
<b>BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):</b>	
ALPRs were purchased from Federal Signal Corp. in 2011 for \$34,944.72 (two 2-camera ALPRs, mapping, system installation).	
TOTAL COST/AMOUNT (include sales & use tax): <b>\$2,900.00</b>	
TOTAL TAX:	
TOTAL SHIPPING/HANDLING:	
EXPENDITURE FUND #: <u>001</u> .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:



## MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (this "Agreement") is made as of May 29, 2015 ("Effective Date"), by and between 3M COMPANY, acting through the Automated License Plate Reader ("ALPR") Business of its Traffic Safety & Security Division ("3M") and Pacific County Sheriff's Office, a County Government Entity ("Customer"). 3M and Customer are collectively referred to as "Parties" and individually as a "Party."

### 1. PRODUCTS & SERVICES

1.1 This Agreement describes the terms under which 3M will provide to Customer those maintenance services described in Exhibit A (collectively, the "Services") and the ALPR equipment and software described in Exhibit B (the "Products"), which have been or will be installed at the Customer site(s), also provided in Exhibit B (the "Customer Site").

### 2. TERM

This Agreement's term will begin on the Effective Date and expires on its first anniversary, unless sooner terminated as stated in this Section 2 (the "Term"). A Party may terminate this Agreement by notice to the other Party if that other Party has breached any obligation under this Agreement and failed to cure such breach within thirty days after notice of that breach. At the Term's end (regardless of cause), no Party is relieved of any existing and unfulfilled obligation, including, without limitation, payment of any amount due.

### 3. RESPONSIBILITIES & FEES

3.1 Customer will appoint a Customer employee to act as 3M's primary contact for Services ("Customer Contact") who will be trained, qualified, available and authorized to: (a) communicate all necessary information and initiate all Service requests to 3M, whether to be provided via 3M's phone support or a Technician; and (b) under 3M's verbal direction, perform Product diagnostic testing and install Software releases.

3.2 Customer will ensure that 3M has timely access to appropriate Customer personnel to perform all Services and that all Customer personnel with access to any 3M Product is adequately qualified and suitably trained to ensure his/her safety and to safeguard that Product. Customer will respond promptly to any 3M request for information, authorization or other decision reasonably necessary for 3M to perform Services. When a Technician is performing Services at a Customer Site, Customer will provide that Technician with: (a) suitable and safe access to Customer's facilities and systems; and (b) suitable space and associated resources, including any necessary computing and office support resources such as a sheltered, lighted and climate controlled environment with 120 volt power.

3.3 3M will perform the Services in exchange for the Maintenance Fee and reimbursement of Travel Expenses (all collectively referred to as "Fees"). Payment terms for Services are net thirty (30) days from the date of 3M's invoice, payable in United States dollars. Customer shall be billed yearly in advance for Services to be performed. Fees do not include any taxes that may be due, which are Customer's responsibility.

3.4 Upon 3M's failure to receive payment within thirty (30) days, in addition to any other remedies which 3M may have, it shall have the right to (i) repossess Goods and Software as to which full payment has not been received (ii) suspend further performance under this and/or other agreements with Customer, and (iii) terminate this agreement and/or other agreements with Customer, which other agreements 3M and Customer hereby amend accordingly. Customer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. On all currency-based transactions, interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually or, if lower, the maximum rate permitted by law, from the date on which it is due until it is paid, shall be added to past due accounts. Should Customer's financial responsibility become unsatisfactory to 3M, cash payments or security satisfactory to 3M may be required by 3M for future performance of Services. If such cash payment or security is not provided, in addition to 3M's other rights and remedies, 3M may discontinue performance

of Services including suspending any Software license without liability. Customer shall be responsible for payment upon receipt of an invoice, and 3M shall not be responsible for sending Customer more than one invoice.

#### 4. LIMITED SERVICE WARRANTY & REMEDY

4.1 3M warrants to Customer for ninety (90) days from the date on which 3M performs a Service ("Service Warranty Period") that the Service will be performed in a workmanlike manner. Customer will promptly review a Service and is deemed to have accepted that Service, unless that Service fails to conform to the 3M Warranty and is rejected by Customer within the Warranty Period. 3M further warrants that 3M parts or components provided under this Agreement will be free from substantial defects in material and workmanship under normal use and service, wear and tear excepted, for one (1) year ("Parts Warranty Period") from the original date of purchase. The Service warranty and the Parts warranty are collectively referred to as the 3M Warranty.

4.2 The 3M WARRANTY DOES NOT APPLY TO THE EXTENT THE PRODUCT TO WHICH THE SERVICE RELATES IS: (a) provided for beta, evaluation, testing or demonstration purposes; (b) has been modified, altered, repaired, or serviced by anyone except 3M; (c) has not been stored, applied, installed, operated, repaired, or maintained in accordance with all recommendations, instructions supplied by 3M in its product and service literature, technical documents, websites, and other information; (d) damaged through contact with a person or thing, misuse, accident, vandalism, neglect, or other action by anyone other than 3M; (e) affected by environmental conditions, such as power fluctuations, improper power supply, or activity by animals or insects; or (f) any malfunction resulting from a Product's use with any software, firmware, equipment, accessory, or other product not made by 3M.

4.3 If 3M determines that the Service did not conform to the 3M Warranty during the respective Warranty Period, then, as CUSTOMER'S EXCLUSIVE REMEDY, 3M will, at its option: (i) re-perform that Service at 3M's expense; or (ii) refund any applicable Fee. If 3M makes any other determination, then any 3M resulting fees and/or costs will be paid, or reimbursed, by Customer.

4.4 For Customer's convenience, 3M may provide specifications, bulletins, engineering or technical information, recommendations, installation and operation instructions, and other information or materials relating to Products and Services ("Other Information"), but the Parties acknowledge that 3M makes only the 3M Warranty and does not warranty any Other Information. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING IF A SERVICE FITS ITS PARTICULAR PURPOSE AND IS SUITABLE FOR ITS NEEDS.

#### 5. CONFIDENTIALITY

The Parties agree that this Agreement's terms are their mutual confidential information and may not be disclosed to a third party during the Term and for three year(s) thereafter, without the other Party's consent, except 3M may disclose to its subcontractors such information as is necessary for performance of 3M's obligations. This Section 5 does not apply to information that was: (a) in the public domain; (b) already in the receiving Party's possession; (c) disclosed to the receiving Party by a third party; or (d) independently developed by the receiving Party. Except as stated in this Section 5, the Parties do not intend to convey any of their confidential information to each other.

#### 6. DISPUTE RESOLUTION

6.1 This Agreement will be construed and enforced according to the laws of the State of Minnesota, without regarding to its conflicts of law rules. Any litigation regarding a Service or this Agreement will be brought only in the state or federal court located in Ramsey County, Minnesota, and the Parties consent to the personal jurisdiction of such courts. No provision of this Section 6 will preclude either Party seeking injunctive relief to prevent immediate or irreparable harm to it, but the dispute resolution process stated in Subsection 6.2 will otherwise be fully exhausted before the commencement of any litigation.

EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF, OR RELATED TO, A PRODUCT ON WHICH 3M PERFORMS SERVICES, SERVICE, FEE, AND/OR THIS AGREEMENT. Any lawsuit or other action, regardless of form, relating to a Product, Service, Fee or this Agreement must be commenced within one year after the cause of action occurred.

6.2 Before commencing any litigation regarding a Product on which 3M performs Services, a Service, a Fee, and/or this Agreement, the Parties will enter into non-binding mediation conducted by a mutually selected mediator with experience in the industry. Each Party will pay its own attorneys' fees and the Parties will share equally the other mediation costs. If the mediation does not resolve the Parties' dispute(s) to their mutual satisfaction within four months after a written mediation request is made by a Party, either Party may commence an action, but only as stated in Subsection 6.1. All the Parties' negotiations pursuant to this Section 6 are confidential and will be treated as settlement negotiations for all purposes.

## 7. GENERAL PROVISIONS

7.1 The Parties are not partners, and their relationship will be one of seller and buyer of services. A Party has no right or authority to obligate, or to otherwise act as agent for, the other Party for any purpose. Customer will not assign any of its rights or obligations under this Agreement (an "Assignment") without 3M's prior written approval or such Assignment will be a default under this Agreement. An Assignment will include any transfer of at least 50% of Customer's assets or ownership. No Assignment will relieve Customer of any accrued obligation under this Agreement.

7.2 A Party will not be responsible for the delay in its performance of any obligation under this Agreement, except failure to pay any amount due, caused by acts of God, legal restrictions, inability to obtain Service Parts, or any other condition beyond its reasonable. If any of this Agreement's terms is, for any reason, held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, then this Agreement will be deemed severable and the remainder of this Agreement will be enforceable, provided that a Party's rights are not substantially impaired.

7.3 All notices required or permitted under this Agreement will be given in writing and delivered personally, including via any nationally recognized overnight delivery service, to: (a) 3M at: 3M Center, Building 225-4N-14, Saint Paul, MN 55144-1000, Attention: Inside Sales; and (b) Customer at: Pacific County Sheriff's Office, PO Box 27 South Bend, WA 98586, Attention: Chief Deputy. Either Party's address change will be promptly communicated in writing to the other Party.

7.4 This Agreement (including any Exhibits) constitutes the Parties' entire agreement relating to its subject matter and supersedes all of their prior agreements and understandings, whether written or oral. No Party has relied on any warranty or other statement not in this Agreement. This Agreement may only be modified by a written document signed by the Parties. A Party's delay(s) and/or failure(s) to require strict performance under this Agreement will not waive its right subsequently to require such strict performance. This Agreement was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel. All obligations related to warranty, remedy, indemnification, limitation of liability, dispute resolution and other covenants will survive the Term's end (regardless of cause) to the full extent necessary to protect the Party in whose favor they run.

7.5 EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND FOR ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 5, 3M WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR DIRECT (other than the Limited Remedy), SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS), OR PUNITIVE DAMAGES IN ANY WAY RELATED TO A PRODUCT ON WHICH 3M PERFORMS SERVICES, THE SERVICES, FEES, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. 3M'S LIABILITY FOR ALL DIRECT DAMAGES SHALL NOT EXCEED THE VALUE OF AMOUNTS PAID UNDER THIS AGREEMENT.

AGREED AND ACCEPTED:

**3M COMPANY**

By: \_\_\_\_\_

Printed Name: Amanda McKee

Title: 3M Public Safety Inside Sales Representative

Pacific County Sheriff's Office

By: 

Printed Name: Scott L. Johnson

Title: Sheriff

**EXHIBIT A TO MAINTENANCE SERVICES AGREEMENT**  
**SERVICES AND PRICING**

**Maintenance Fee:**

1.1 The Maintenance Fee is \$ 2,900.00 /yearly, paid in accordance with the terms of Section 3.3.

**Scope of Services:**

1.2 During the Term (as defined in Section 2), 3M will perform the following Services related to Products:

1.2.1 In exchange for the Maintenance Fee, 3M will provide for all Products:

(A) Telephone technical support on 3M's technical support business days from 7 a.m. until 6 p.m. (Central Time); and

(B) For any Product maintenance to be performed at the applicable Customer Site, all 3M technician ("Technician") labor time and any service parts needed to perform the Service ("Service Parts"), but Customer will reimburse 3M for the Technician's Travel Expenses as defined below.

1.2.2 For any Product that is software for which Customer has a current, valid 3M license agreement ("Software"), 3M will also provide any Software bug fix or planned version release at no additional charge as long as Customer installs such fix. If a Technician is required to travel to the Customer Site to provide that Software update or release, then Customer will pay the Travel Expenses.

1.2.3 Any additional services must be requested by the Customer in writing and will be subject to this Agreement's terms and charged at 3M's then-current hourly rates.

1.3 The following items are out of scope:

- a. Equipment or software requiring repair due to the negligence, misuse or vandalism by Customer or another third party not under 3M's control;
- b. Training;
- c. Repair or maintenance due to use of non-manufacturer approved suppliers or connections; and
- d. Consumables.
- e. Adjustments to the Optical Character Recognition (OCR) Engine utilized in Customer's ALPR system(s).

1.4 Certain Services require Customer to have a high speed Internet connection and Customer acknowledges that it is Customer's sole responsibility for obtaining and maintaining such Internet access prior to arrival of 3M's Technician.

1.5 Travel Expenses:

Meals, transportation, lodging, and miscellaneous expenses are considered "Travel Expenses" and are billed at actual cost plus a ten percent (10%) administrative fee. The cost of shipping supplies required for Services are likewise charged at cost plus ten percent (10%). Payment of all Travel Expenses is in accordance with the payment terms defined in Section 3.3.

**EXHIBIT B TO MAINTENANCE SERVICES AGREEMENT**

**PRODUCTS AND CUSTOMER SITES**

<b>ALPR Equipment and Software</b>	<b>Equipment and Software Identifications</b>	<b>Customer Site - Address</b>
3M Two Camera Mobile ALPR System	KX208P57420124 1A4108501 KX205P56420262 KX203P56420008	300 Memorial Drive South Bend, WA 98586
3M Two Camera Mobile ALPR System	KX208P57420124 1A4110785 KX205P56420269 KX203P56420009	300 Memorial Drive South Bend, WA 98586
3M Back Office System Software (BOSS)		300 Memorial Drive South Bend, WA 98586



## 3M SOFTWARE LICENSE AGREEMENT ALPR PRODUCTS

**IMPORTANT:** THIS 3M SOFTWARE LICENSE AGREEMENT ("SLA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL PERSON OR A SINGLE LEGAL ENTITY REFERRED TO IN THIS SLA AS "YOU" OR "LICENSEE") AND 3M COMPANY ("3M"). BY INSTALLING, COPYING, ACCESSING OR OTHERWISE USING THE 3M SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS SLA. IF YOU DO NOT AGREE TO THE TERMS OF THIS SLA, YOU ARE PROHIBITED FROM INSTALLING, COPYING, ACCESSING OR OTHERWISE USING THE 3M SOFTWARE, AND YOU MUST RETURN THE 3M SOFTWARE, WITH ITS ORIGINAL PACKAGING AND DOCUMENTATION, TO 3M FOR A REFUND, IF APPLICABLE.

**1. 3M Software.** As used herein, the term "3M Software" means any software embedded or pre-installed in a 3M ALPR product or provided for installation on a PC or other computing device, including, without limitation, 3M's Back Office System Software (BOSS), BOSS Portal and 3M License Plate Capture software products. "3M Software" includes all accompanying software documentation and instructions, and all 3M Software revisions, updates and upgrades unless accompanied by a separate license agreement.

### **2. Limited License.**

General: Subject to the terms and conditions of this SLA, including payment of all applicable license fees, 3M grants to Licensee a limited, perpetual, non-exclusive, non-transferable license to use the 3M Software, in object code form only, solely for Licensee's own benefit and business purposes.

Embedded 3M Software: Licensee may use embedded or pre-installed 3M Software only with the product with which it is provided. Use of such 3M Software with any other product or device is prohibited.

Application Software: 3M Software provided for installation and use on a PC or other computing device requires purchase of an individual license for each such installation. For each such license, Licensee may install and use the 3M Software on a single computer or install and store the 3M Software on a storage device, such as a network server, that is used only to install the 3M Software on Licensee's other computers over an internal network (provided, however, that Licensee has purchased a license for each computer on which the 3M Software is installed and run). Licensee may physically transfer the 3M Software between computers provided that it is used on only one computer at any given time for each individual license purchased. A license for the 3M Software may not be shared, installed or used concurrently on different computers or virtual machines. Licensee may make one copy of the 3M Software in machine-readable form solely for backup purposes. If the 3M Software contains documentation that is provided in electronic form, Licensee may print one copy of such documentation. Licensee must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the 3M Software. Licensee may not copy any printed materials accompanying the 3M Software.

**3. Prohibited Use.** In addition to the restrictions stated above, Licensee is prohibited from: (i) decompiling, reverse engineering or otherwise attempting to access the source code of the 3M Software, (ii) renting, loaning, or sublicensing the 3M Software to any other party; (iii) using the 3M Software to provide products or services to any other party, including but not limited to providing outsourcing, online, consulting or training services or performing as a service bureau for another party; and (iv) any other use of the 3M Software that is not expressly authorized by 3M as set forth herein. All rights to the 3M Software that are not expressly granted herein are reserved to 3M.

**4. Termination.** In addition to its other remedies at law and in equity, 3M may terminate this SLA and the license grants herein if: (i) Licensee is in material breach of any term or condition hereof; or (ii) if Licensee fails to make timely payment of any license or support fees due to 3M; and (iii) such default is not cured within ten (10) business days of Licensee's receipt of written notice of such default. In the event of such termination, Licensee shall immediately cease all use of the 3M Software and, within thirty (30) days of such termination, return, delete or destroy the 3M Software and all copies thereof, and certify, in writing to 3M, as to the same.

**5. Confidentiality.** Licensee acknowledges that the 3M Software contains valuable confidential, proprietary and trade secret information belonging to 3M. Licensee agrees to keep the 3M Software confidential and to use the 3M Software only as necessary to exercise the license rights granted in this SLA. Licensee shall disclose the 3M Software to its employees and agents only to the extent that such disclosure is necessary in the ordinary performance of their job duties, and only to such employees and agents as agree to be bound by the terms of this SLA.

**6. Ownership of Intellectual Property.** Licensee acknowledges that 3M owns the 3M Software and all modifications and derivative works thereof, regardless of author. Licensee disclaims and waives all right, title and interest in the 3M Software other than the license rights expressly set forth herein. To the extent that Licensee is

ever deemed to have any right, title or interest in the 3M Software, or in any modification or derivative work thereof, Licensee agrees to assign, and hereby assigns the same to 3M.

**7. Limited Warranty.** 3M warrants that for twelve (12) months following shipment of the 3M Software to Licensee, the 3M Software will perform materially in accordance with the written specifications and documentation provided by 3M. Licensee shall provide 3M with written notice of any warranty claim promptly within the warranty period stated above. As Licensee's sole and exclusive warranty remedy, 3M shall, at 3M's option and expense, (i) repair or replace the nonconforming 3M Software or (ii) refund any software license fees prepaid by Licensee. 3M DISCLAIMS, AND LICENSEE WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 3M DOES NOT WARRANT THAT THE 3M SOFTWARE WILL PERFORM UNINTERRUPTED OR WITHOUT ERROR. THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY UNAUTHORIZED USE OF THE 3M SOFTWARE, USE OF THE 3M SOFTWARE OTHER THAN IN ACCORDANCE WITH 3M'S WRITTEN INSTRUCTIONS AND DOCUMENTATION, USE OF 3M SOFTWARE WITH PRODUCTS AND SERVICES NOT PROVIDED BY 3M, AND AS TO 3M SOFTWARE THAT HAS BEEN DAMAGED OR MODIFIED OTHER THAN BY 3M.

**8. Limitation of Liability.** 3M SHALL NOT BE LIABLE TO LICENSEE OR ANY PERSON FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SUBJECT MATTER OF THIS SLA, ANY BREACH OR FAILURE TO PERFORM HEREUNDER, OR LICENSEE'S USE OF OR INABILITY TO USE THE 3M SOFTWARE, EVEN IF 3M HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL 3M'S ENTIRE LIABILITY ARISING FROM THE 3M SOFTWARE OR THIS SLA EXCEED THE AMOUNT ACTUALLY PAID TO 3M BY LICENSEE FOR THE 3M SOFTWARE.

**9. Compliance with Laws.** Licensee is solely responsible for determining whether its use of the APLR software complies with applicable laws and regulations, including but not limited to those governing the collection, storage and use of personally identifiable information. Use of BOSS software permits Licensee to share ALPR data with other BOSS licensees. Licensee is solely responsible for establishing and maintaining policies, procedures and third-party agreements relating to such information sharing as required by law.

**10. U.S. Government Restricted Rights.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(1) or otherwise, the 3M Software is a "commercial item," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U.S. government shall be governed solely by the terms of this SLA and is prohibited except to the extent expressly permitted herein.

**11. Governing Law and Attorneys' Fees.** This SLA is governed by the laws of the State of Minnesota, USA, excluding its conflict of laws rules, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. Licensee consents to jurisdiction and venue in the state and federal courts located in Ramsey County, Minnesota, USA, and agrees that all disputes arising from this SLA shall be venued exclusively in such courts. In any action or suit to enforce any right or remedy under this SLA or to interpret any provision of this SLA, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

**11. General.**

**Audit and Inspection.** Upon 3M's request, with reasonable notice and during Licensee's normal business hours, licensee agrees to provide 3M and its agents reasonable access to Licensee's business records relating to Licensee's installation and use of the 3M Software, to enter and inspect any location where the 3M Software is stored, installed or in use, and to access and operate the 3M Software, for the purposes of auditing and verifying Licensee's compliance with this SLA.

**Assignment.** Licensee shall not assign, pledge, hypothecate, subcontract, sublicense or otherwise transfer, assign or delegate any of its rights, duties and/or obligations under this SLA (an "Assignment") without 3M's prior written consent. "Assignment" includes any transfer of at least fifty (50%) percent of Licensee's assets or equity ownership. Any Assignment made without 3M's prior written consent is void and cause for termination of this Agreement.

**Waiver.** The failure of 3M to insist upon strict performance of any covenants or obligations hereunder, irrespective of the length of time for which such failure continues, shall not be deemed a waiver of 3M's right to demand strict compliance in the future. No express or implied consent to, or waiver of, any breach or default of the performance of any obligations hereunder shall constitute a consent to, or waiver of, any other breach or default in the performance of the same or any other obligations hereunder. No term or provision of this SLA will be deemed waived and no breach will be deemed excused, unless such waiver is in writing and signed by 3M.



Severance and Interpretation. If any provision of this SLA is found to be illegal or unenforceable, such provision will be deemed to be deleted or narrowly construed to such extent necessary to make it enforceable, and this SLA will otherwise remain in full force and effect. If an ambiguity or question of intent arises, this SLA will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this SLA.

Export. Licensee is prohibited from exporting the 3M Software from the country in which it was purchased without the prior written authorization of 3M and, if so authorized, then only in compliance with applicable export laws and regulations.

Survival. Upon termination of this SLA, sections of the SLA that, by their nature, would be reasonably expected to survive termination of the SLA, shall so survive and remain in effect indefinitely.

Entire Agreement. This SLA constitutes the entire agreement between Licensee and 3M with respect to the subject matter hereof. In the event of conflict between the terms and conditions of this SLA and any other agreements or representations by or between the parties hereto, whether oral or written, this SLA shall govern. The terms of this SLA cannot be modified by any terms in any printed forms, including but not limited to purchase orders, and can only be modified or amended by express, written consent of both parties.

\* \* \*



## Statement of Terms, Conditions and Warranties of Sale

3M Company  
Traffic Safety & Security Division

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

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

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

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

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

8. **Destination** – 3M reserves the right to decline or cancel contracts received directly or indirectly where the ultimate destination of the Goods is a country with which it is not lawful for a United States company to trade or where the law of the destination country prohibits the importation of the Goods.
9. **Regulation** – The Customer, in placing the order with 3M, is deemed to warrant compliance with every applicable legal or regulatory requirement of any government or other relevant authority and those necessary licenses or permits required in connection with the contract have been lawfully obtained by the Customer prior to the shipment of the Goods.
10. **Consignment** – 3M may make any extra charge as required to ship Goods in consignments of smaller quantities than originally quoted.
11. **Illustrations and Brochures** – All descriptive literature and illustrations given are intended as a general guide of the Goods described and none of these shall form part of the contract nor shall any provision contained therein be deemed to be a representation, warranty, term or condition of or relating to the contract or constitute a collateral contract. All drawings prepared by 3M in connection with the Goods and the copyright of such drawings shall remain at all times the property of 3M.
12. **Specifications** – 3M follows a policy of continual product or component development, which may be implemented without notice and without affecting the validity of this contract, and, unless 3M agrees otherwise in writing, 3M shall not be responsible for providing Customer with any product improvements that occur after the date of sale. 3M shall not be liable for failure to attain performance figures stated in the contract unless these have been guaranteed within a specific margin of tolerance.
13. **Weights and Measurements** – 3M drawings, descriptive matter, weights, dimensions, and shipping specifications are approximate only, unless specifically guaranteed. Cable is provided within +10% of specified length.
14. **Cancellation and Returns** –
  - a) Contracts may only be altered or cancelled by the Customer with the written consent of 3M who shall, upon giving such consent, be entitled to invoice the Customer for any and all costs and lost profits arising out of the cancellation.
  - b) Goods returned not due to 3M error are assessed a fifteen percent (15%) restocking and handling charge with a minimum charge of \$100 plus all transportation charges. In order to be accepted by 3M, Goods returned under this Section must be returned within ninety (90) days of shipment.
15. **Limited Warranty – Hardware Limited Warranty:** Customer assumes the responsibility for the selection of a particular Good to achieve its intended results, and for the installation, use, and results obtained therefrom. Subject to the limitations of liability set forth in Section 16, 3M warrants the hardware it manufactures to be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of shipment ("Hardware Warranty Period"). 3M's obligation under this warranty shall be limited to the repair or exchange of any part or parts which may prove defective under normal use and service during the Hardware Warranty Period and which our examination shall disclose to our reasonable satisfaction to be defective. Any field engineering required to resolve a hardware warranty item will be billed in accordance with Paragraph 27.

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

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than 3M's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to 3M in the selection or design of the Goods and the preparation of

3M's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Customer's discovery of any warranty defects within the Hardware Warranty Period, Customer notifies 3M thereof in writing, 3M shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods found by 3M to be defective. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects. Goods repaired or replaced during the Hardware Warranty Period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

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

Software Limited Warranty: The 3M Software Warranty is as set forth in Section 7 of the 3M Software License Agreement for ALPR Products ("SLA").

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

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

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

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

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

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

It is expressly understood that any technical advice furnished by 3M with respect to the use of the Goods, Software or in connection with the Services is given without charge, and 3M assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Customer's risk.

17. **Inspection** – There shall be no special tests of the Goods except as provided for either in 3M quotation or in the Customer's order and, if the Customer fails, after fourteen (14) business days notice, to attend or to be represented at any such tests, they may be conducted by 3M in the Customer's absence. Results of such tests will be binding upon the Customer. Further, if the Goods fail to meet such tests, the Customer may reject the Goods within ten (10) business days of

the date of delivery to the Customer. After this time, if not rejected, the Goods shall be deemed accepted. During the ten (10) business day time period, the Customer must provide to 3M in writing the specific reason/s the Goods are being rejected. If no such writing is provided, the Goods are deemed to have been accepted by the Customer.

18. **Indicated Delivery Dates** – Delivery dates are approximate only and 3M shall be under no liability to the Customer in respect of any delay or non-delivery of the Goods however caused.
19. **Partial Deliveries** – 3M reserves the right to dispatch part of the order and each installment shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of the obligation to accept remaining deliverables. The order shall not be cancelable by the Customer for delays in delivery of any installment.
20. **Date and Place of Deliveries** – Delivery shall be FOB 3M's facility in Knoxville, TN. The Customer is responsible for all shipping costs to the final point of destination. Shipping shall take place when the Customer receives 3M invoice addressed to the Customer informing the Customer that the Goods are ready for dispatch. Where such invoice is sent to the Customer by the United States Postal Service, it shall be conclusively presumed to have been received by the Customer on the fifth working day after mailing in the United States.
21. **Risk** – The risk of loss in the Goods will pass to the Customer on delivery in accordance with paragraph 20 above.
22. **Labeled and Listed Products** – Whenever the Goods comprise products which have been certified as labeled and listed by approved certification authorities ("Labeled and Listed Products"), it is the sole responsibility of the Customer to ensure that the Labeled and Listed Products are operated and serviced only in accordance with the instructions contained in any relevant 3M product user and maintenance manual in accordance with 3M guidelines referred to in paragraph 15.
23. **Storage and Delayed Delivery** – If the Customer fails to give instructions for shipment within fourteen (14) days of received advice from 3M that the Goods are ready for shipment (as provided by paragraph 20 above), payment shall be due forthwith and 3M shall be entitled to store the Goods at any available place at the Customer's risk and expense.
24. **Property** – Ownership of Goods will pass to the Customer when 3M has received payment in full and, until such time as this shall occur, the Goods shall be stored by the Customer separately from all other goods and shall be clearly marked by the Customer as being the property of 3M.
25. **Shortage in Delivery or Damage or Loss in Transit** – 3M shall in no way be responsible for any breakage or loss of Goods in transit and shall be under no liability to affect any insurance in this respect unless otherwise previously agreed. Both the carrier concerned and 3M must be advised in writing of all shortages in quantity delivered and any breakage or loss within three (3) days of the consignment. In the event of the Goods failing to reach their destination, both the carrier and 3M must be notified of this in writing within seven (7) days after the date on which the Customer was advised that the Goods had been shipped. As further security for payment of the price of the Goods by Customer, Customer hereby grants to 3M a security interest in the Goods.
26. **Commissioning** – The quotation does not include commissioning and installation services unless expressly stated otherwise. Extra charges may apply if 3M is requested to supply:
  - a) Descriptive literature or instructions other than one (1) copy in English for the operation of the equipment, or
  - b) The services of any 3M's engineer on-site for the purpose of checking, servicing, or commissioning. Any complaints regarding the quality of such services must be made to the Support Line (1-877-777-3571) within ten (10) business days of the said services being carried out.
27. **Subsistence and Other Travel Expenses** – Meals, transportation, lodging, and miscellaneous expenses are considered travel expenses and are billed at actual cost plus a ten percent (10%) administrative fee. If time required to complete work is extended at the Customer's request, travel and living expenses will also increase. Travel hours consumed by the 3M engineer will be incorporated within the daily rate for services performed. The cost of shipping supplies required for Services are likewise charged at cost plus ten percent (10%). Payment of all travel and living expenses are in accordance with the payment terms defined in paragraph 7.
28. **Overseas Sales** – In any case where Goods are sold CIF or on the basis of any other international trade terms contained in Incoterms (1980), such term shall apply as if expressly incorporated herein except so far as any part of the same is inconsistent with any of the provisions contained in these terms.
29. **Repairs** – Before returning Goods for repair, Customer must contact 3M in writing as required under paragraph 15. 3M will assign a Return Materials Authorization (RMA) number which must accompany the returned Goods. Goods returned for repair must be sent to 3M Company, 804 Innovation Drive, Knoxville, TN 37932, with shipping paid by the Customer and, after repair or exchange, items will be shipped to the Customer at 3M's expense. All

repairs will be warranted for the remaining Warranty Periods set forth in paragraph 15 or ninety (90) calendar days, whichever is longer.

30. **Force Majeure** – 3M shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of 3M being prevented, hindered or delayed in the manufacture of the Goods by reason of any circumstances whatsoever outside the control of 3M including but without limit to the generality of the foregoing: any act of God, riot, strike, lock-out, trade dispute or labor disturbance, accident, breakdown of 3M facility or 3M machinery, fire, flood, difficulty in obtaining workers, materials or transport or any foreign or domestic terrorism.
31. **Proprietary Information and Copyright** – Any data supplied by 3M is for use in support of its manufactured and supplied Goods, Software and/or Services only. Reproduction or use of supplied data for any other purpose is prohibited, except with the express written permission of 3M. Any Software supplied is copyrighted. Licensee may make one copy of the 3M Software in machine-readable form solely for backup purposes.
32. **License** – 3M Software is provided under the terms of the SLA. Violation of the SLA terms immediately terminates said license.
33. **Software Updates** – 3M agrees to provide Customer, at no charge except for media, preparation and shipping charges, for a period of twelve (12) months from the date of shipment, updates to the Software made at the sole discretion of 3M. Should Customer desire to purchase Software maintenance for the next subsequent year following the initial year from the date of purchase, and thereafter on an annual basis, and if 3M is still providing maintenance, Customer may purchase the same, annually, at the existing rate.
34. **Variation of Conditions** – These terms and conditions may be varied only by written agreement of an authorized representative of 3M.
35. **Non-Assignment** – The benefit to the Customer of this contract shall not be assigned in whole or in part to any other person, company or agent except with the express prior written consent of 3M.
36. **Default and Insolvency** – Each of the following shall constitute an “Event of Default” under this Agreement:
  - a) The Customer fails to perform or observe any term, covenant or undertaking in any agreement with 3M (including failure to pay any amount due to 3M) and such default continues for seven (7) calendar days after 3M gives the Customer written or oral notice of such failure to perform.
  - b) The Customer files a voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction; the Customer consents to or applies for appointment of a trustee, receiver, custodian or similar official appointed to take possession of all or substantially all of the Customer’s assets and shall not be dismissed within thirty (30) days after appoint; the Customer makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of insolvents; an order for relief is entered against the Customer under any bankruptcy, reorganization or insolvency law of any jurisdiction or in any case, proceeding or other action seeking such order remains undismissed for thirty (30) days after its filing; or any writ of attachment, garnishment or execution is levied against all or substantially all of the Customer’s assets; or all or substantially all of the Customer’s assets become subject to any attachment, garnishment, execution or other judicial seizure, and the same is not satisfied, removed, released or bonded within thirty (30) days after date the writ was levied or date of the attachment, garnishment, execution or other judicial seizure.
  - c) If the Customer is an individual, the death of the Customer.

Upon the occurrence of an Event of Default:

- a) The Customer shall forthwith, upon demand, deliver to 3M any Goods which are in the possession or control of the Customer the property in which remains with 3M and, in default thereof, 3M shall be entitled to repossess the same and for such damage caused thereby and the Customer shall indemnify 3M from, and against all actions, proceedings, claims and such like arising; and;
- b) 3M shall be entitled by notice in writing to the Customer to declare that all amounts due are immediately payable (whether under this or any other contract) and all such amounts shall bear interest in accordance with paragraph 7 from date of notice until payment.
- c) 3M shall have the remedies provided under the Uniform Commercial Code of the State of Minnesota and other applicable laws of the State of Minnesota for any breach, default or nonperformance of and provision of this Agreement.

- d) No right or remedy given to 3M hereunder is intended to be exclusive; each shall be cumulative and in addition to any other remedy provided herein or otherwise available at law or in equity. No failure by 3M and no delay in exercising any right shall operate as a waiver of that right. Nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of a right, power or privilege granted hereunder or otherwise.

37. **Headings** – The headings used in these Terms and Conditions of Sale are for convenience only and shall not affect the construction thereof.
38. **Entire Contract** – This writing constitutes the entire agreement and understanding between the parties as of the date of acceptance by 3M and shall not thereafter be modified in any way except in writing by an authorized 3M representative. No waiver of these terms and conditions shall be binding upon 3M unless made in writing and signed by 3M. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by 3M's receipt, acknowledgement or acceptance or purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
39. **United States Law** – The contract shall be governed by, construed, and interpreted in accordance with the laws of the United States of America and the State of Minnesota and, for the purpose of the determination of any dispute arising out of or in connection with the contract, the parties hereby submit to the jurisdiction of the Minnesota courts. Any controversy or claim arising out of or relating to this order shall be settled by arbitration held in Ramsey County, Minnesota, in accordance with the rules of the American Arbitration Association and judgment upon any arbitration award may be entered in any court having jurisdiction. In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs from the other.

Authorized Customer Acceptance:

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

Name: Scott L. Johnson

Title: Sheriff

Date: 7/13/2015



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

Quote Number 00003131  
Quote Name Pacific County Maintenance 2015

Created Date 5/29/2015  
Expiration Date 7/28/2015

Prepared By Amanda McKee  
Phone (800) 447-5392  
E-mail publicsafety@mmm.com  
Fax (651) 732-9148

Contact Name Andy Seamen  
Phone (360) 875-9395  
Email aseaman@co.pacific.wa.us  
Fax (360) 875-9393

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

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

Quantity	Product Code	Product	Product Description	Sales Price	Total Amount	Shipping & Handling
1.00	75-0302-1942-4	Maint Pkg- BOSS Billing Only Annual	Annual Package based on Serial Number	USD 300.00	USD 300.00	USD 0.00
2.00	75-0302-3684-0	Maint Pkg-Mob/Port 2Cam(per car)BO 1 YR	Valid for one year and referenced by Mobile System Serial Number per Car	USD 1,300.00	USD 2,600.00	USD 0.00

Quote Total USD 2,900.00

Shipping and Handling USD 0.00

Quote Grand Total USD 2,900.00

Notes:

Maintenance coverage for (2) 2-camera systems and BOSS  
5/29/2015 through 5/29/2016

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

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

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

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

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





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:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

☐ 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: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 7/20/2015

NARRATIVE OF REQUEST

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

Approve the appointment of Dustin Bilhimer, to a vacant position on the WRIA 24 Lead Entity Technical Advisory Group



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:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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


☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> 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: 	DATE: 7/20/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Accept the resignation of Craig Graeber, from the WRIA 24 Lead Entity Technical Advisory Group	



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:  
07/14/15

## AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☒ DEFERRED TO: 7/28/2015

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

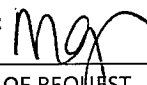
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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| <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):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 7/2/2015
NARRATIVE OF REQUEST Resolution 2015-032 was adopted at your 6/23/2015 meeting authorizing Proposition E 9-1-1 to the voters. The Auditor has indicated the resolution also requires a "proposition" to be attached. Resolution 2015-032A is being submitted for your consideration.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2015-032A authorizing Proposition E 9-1-1 to the voters of Pacific County	

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

**RESOLUTION NO. 2015-032A**

**AUTHORIZING PROPOSITION E 9-1-1 TO THE VOTERS OF PACIFIC COUNTY**

**WHEREAS**, Pacific County Communications (PACCOM) is an entity created through an interlocal agreement between Pacific County, the 4 cities, Shoalwater Bay Tribe, the 8 fire/ems districts and North Pacific County EMS known as member agencies; and

**WHEREAS**, the PACCOM Board consisting of representatives of the member agencies establishes the annual budget, provides financial support from their respective general funds, and governs Enhanced Emergency Communications (E 9-1-1) services for all residents and visitors to Pacific County; and

**WHEREAS**, given the budget constraints experienced by all PACCOM member agencies, the ability to continue to provide the level of funding needed to operate Enhanced Emergency Communications services is not sustainable, and potential reductions in services will be detrimental to public and officer safety; and

**WHEREAS**, every resident and visitor to the County relies on this essential services and should therefore be responsible for a proportional share of the E 9-1-1 service cost, and

**WHEREAS**, the State of Washington has provided legislation to fund E 9-1-1 through a sales and use tax to insure adequate and responsible services are available to all residents and visitors; and

**WHEREAS**, RCW 82.14.420 allows the county legislative authority to submit an authorizing proposition to the voters, and if the proposition is approved by a majority of persons voting, impose a sales and uses tax that shall equal one-tenth of one percent of the selling prices in the case of sales tax, or value of the article used, in the case of the use tax, and

**WHEREAS**, all of the member agencies served by PACCOM have weighed the options available for funding E 9-1-1 operations and have agreed that the sales and use tax option is the most fair and equitable solution;

**NOW THEREFORE BE IT HEREBY RESOLVED** that the Board of Pacific County Commissioners submit Proposition E 9-1-1, identified as Attachment A to this Resolution, to the qualified electors of Pacific County authorizing the collection of one-tenth of one percent sales and use tax to be used solely for costs associated with the financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.

**PASSED** by the following vote this 14<sup>th</sup> day of July, 2015 by the Board of Pacific County Commissioners, meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage.

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN \_\_\_\_\_ ABSENT

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

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

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

**ATTACHMENT A**  
**Resolution 2015-032A**

**PROPOSITION E 9-1-1**

**Submitted by Pacific County Communications (PACCOM) member agencies which include the following: City of Ilwaco, City of Long Beach, City of Raymond, City of South Bend, Shoalwater Bay Indian Tribe, Fire District #1, Fire District #2, Fire District #3, Fire District #4, Fire District #5, Fire District #6, Fire District #7, Fire District #8, North Pacific County EMS and South Pacific County EMS.**

Shall PACCOM levy the collection of one-tenth of one percent sales and use tax to be used solely for costs associated with the financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.

☐ Yes    ☐ No



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:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED

☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_

☐ Legal Required

#### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Assessor

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Bruce Walker

PHONE / EXT:

SIGNATURE:

DATE: 7-22-15

#### NARRATIVE OF REQUEST

Attached for your consideration is an MOU to provide a stipend to the Assessor's Chief Deputy for the time period June 1-December 31, 2015. This stipend is to compensate the Chief Deputy for additional duties and responsibilities. Funding for this stipend is available due to vacant position(s), and new hires being compensated less than those senior employees who left positions.

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

Move to approve MOU to provide for a monthly stipend of \$325 per month for the Assessor's Chief Deputy (Becky Nissell) effective June 1-December 31, 2015. Subject to adequate budget appropriations

Memorandum Of Understanding  
Between  
Pacific County Assessor  
And  
Pacific County Board of County Commissioners

WHEREAS, the parties mutually agree the Chief Deputy in the Assessor's Office is currently providing additional duties, including managing the personal property program, which are necessary for Office operations that has resulted from staff reductions and delay in filling of vacant positions; and

WHEREAS, the parties agree that the additional workload and added responsibility will be re-evaluated prior to the beginning of 2016;

NOW THEREFORE, effective June 1, 2015 through December 31, 2015 the Chief Deputy in the Assessor's Office will be provided a monthly stipend of \$325 per month to compensate for the additional duties and responsibilities assumed by the Chief Deputy.

Entered into and agreed upon by the following signatories to the Memorandum of Understanding on this 28<sup>th</sup> day of July, 2015.

PACIFIC COUNTY  
ASSESSOR

\_\_\_\_\_  
Bruce Walker

ATTEST:

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

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

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



Board of Pacific County Commissioners  
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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☒ Risk Mgmt

☒ Legal Required

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 7-21-15

### NARRATIVE OF REQUEST

Attached for your consideration is a Agreement with The SpyGlass Group, LLC. This agreement engages this company as an independent contractor to analyze our telecommunications service accounts to look for possible cost recovery for any overcharging that may have occurred and also look for ways to reduce our costs related to our telecommunications. We are under no obligation to implement any of their recommendations. Should we decide to implement any, or all, of their recommendations then certain fees will be paid. Those fees are outlined in the agreement. Several other counties have worked with this vendor, the latest was Clallam County. I talked with their County Administrator and he stated they were very pleased with the services and outcome. This would require some staff time from each of the offices or departments in which staff have county provided cell phones. We will have to make copies of the actual bills for a two year period. I have attached an email exchange with our contact with answers to questions I had raised. At the time of this request I have not received the revised agreement which changed the payment to a 30 days rather than 10.

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

Move to approve the SpyGlass Snapshot Audit Agreement subject to changing of Section 3, Invoicing and Payment language to payment within 30 days.



Name of Contractor: <u>SpyGlass Group, LLC</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>SpyGlass Snapshot Audit Agreement</u>	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input checked="" type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input checked="" type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
<b>Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input checked="" type="checkbox"/> Other (Describe) :
To be located at: _____ telecommunications services audit	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
<ul style="list-style-type: none"> <li>- Copy of Intergovernmental Agreement with other agency</li> <li>- Confirmation that vendor agrees to participation</li> <li>- Documentation that contract was awarded in compliance with bidding law</li> <li>- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice</li> </ul>	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: _____XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

## SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Pacific County** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Washington, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warrant the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

### COMPANY

**Pacific County**

Signature: \_\_\_\_\_

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

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

### AUDITOR

**The SpyGlass Group, LLC**

Signature: \_\_\_\_\_

Print Name: Edward M. DeAngelo

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



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

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

REQUESTED MEETING DATE:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

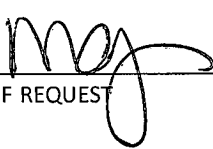
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> 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):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 7/20/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Contract with Economic Development Council for personnel expenditures in accordance with Chapter 82.14.370(3)(a) RCW in an amount not to exceed \$24,000, effective July 1, 2015 through December 31, 2017, subject to adequate budget appropriations	

Name of Contractor: <u>Economic Development Council</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): Contract	
Indicate type:	
<input type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input checked="" type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
<b>Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.</b>	
<b>TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):</b>	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe) :
To be located at: _____	
<b>Exceptions to Bidding (Please provide appropriate documentation):</b>	
<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions
*Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")	
Please attach the following:	
- Copy of Intergovernmental Agreement with other agency	
- Confirmation that vendor agrees to participation	
- Documentation that contract was awarded in compliance with bidding law	
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise, Fill Position (New Employee Form Required)
<input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax): \$24,000	
TOTAL TAX:	
TOTAL SHIPPING/HANDLING:	
EXPENDITURE FUND #: 126 XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH: \$5,000
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

## CONTRACT

Between  
PACIFIC COUNTY, WASHINGTON  
And  
THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL

**THIS CONTRACT** is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Pacific County Economic Development Council, 211 Commercial Street, Raymond, Washington, 98577 (the “RECIPIENT”).

**WHEREAS**, the RECIPIENT is eligible for funding for personnel expenditures through Public Facilities Improvement Fund 126 in accordance with Chapter 82.14.370(3)(a) RCW; and

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

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

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

**WHEREAS**, the COUNTY has the statutory authority under Chapter 82.14.370(3)(a) RCW to finance personnel in economic development offices; and

**WHEREAS**, the Pacific County Council of Governments has recommended that this expenditure be provided with public facility financial assistance from the COUNTY; and

**WHEREAS**, the RECIPIENT wishes to enter into this CONTRACT for personnel expenditures to perform services as listed in Section 3. Scope of Work.

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

1. **FUNDING**

Up to eight thousand dollars (\$8,000) a year for two and a half years for a total of twenty four thousand dollars (\$24,000) has been pledged within Pacific County Public Facilities Improvement Fund No. 126 for RECIPIENT’s personnel expenses. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for personnel to complete Section 3. Scope of Work.

3. **SCOPE OF WORK**

Funding shall only be used for personnel to complete the following:

- A. Continued presence in trade and economic development magazines for positive identification of Pacific County (ADO requirement)
- B. Development of the Pacific County Economic Development booklet (ADO requirement)
- C. Development of individual marketing materials for site specific locations
- D. Continuation of the Pacific County Economic Vitality Report – the county's economic performance report
- E. Facilitate staff updates/maintenance of PCEDC's website to include site selector's page, with commercial/industrial maps and other information
- F. Creation of direct marketing materials to targeted businesses (ADO requirement)
- G. Continued planning and preparation for trade show participation (ADO requirement)
- H. Enhancement of efforts to reduce retail leakage by increasing local awareness

4. **LOCAL FUNDING**

The RECIPIENT pledges five thousand (\$5,000) in-kind match to complete Section 3. Scope of Work.

5. **PAYMENT PROVISIONS**

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

As a provision for receiving funding, the RECIPIENT shall provide a copy of personnel time sheets evidencing hours worked for items listed in Section 3. Scope of Work with each request for reimbursement.

6. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall commence the 1<sup>st</sup> day of July 2015. It will continue in effect through the 31<sup>st</sup> day of December 2017 unless sooner terminated or extended as provided herein.

7. **EVALUATION AND MONITORING**

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

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

8. **RECAPTURE PROVISION**

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

9. **NONDISCRIMINATION**

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

10. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

11. **EMPLOYMENT RELATIONSHIPS**

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

12. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

13. **INDEMNIFICATION/HOLD HARMLESS**

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

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

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

14. **ENTIRE CONTRACT**

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



15. **CONTRACT MODIFICATIONS**

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

16. **TERMINATION OF CONTRACT**

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

17. **SPECIAL PROVISION**

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

18. **SEVERABILITY**

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

19. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

20. **GOVERNING LAW AND VENUE**

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

21. **PUBLIC RECORDS ACT**

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

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

22. **ADMINISTRATION**

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

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

For the RECIPIENT: Paul Philpot, Director  
Pacific County EDC  
211 Commercial Street  
Raymond, WA 98577  
Telephone: 360/875-9330

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

**RECIPIENT**  
**Pacific County EDC**

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

\_\_\_\_\_  
Paul Philpot Title

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

**ATTEST:**

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

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

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

**ATTEST:**

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

\_\_\_\_\_  
Risk Management  
Reviewed  
Risk Mgr Initials \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Legal Review Requested  
Prosecutor Review/Approved as to Form  
Signature/Date \_\_\_\_\_



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

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

REQUESTED MEETING DATE:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

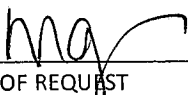
☐ OTHER: \_\_\_\_\_

#### DISTRIBUTION LIST:

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| <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): Annexations
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 7/23/2015
NARRATIVE OF REQUEST The City of Raymond's council has requested to be annexed to the Timberland Regional Library. The City has adopted Ordinance No. 1839 stating the intent to be annexed and the Timberland Regional Library's trustees provided their concurrence within Resolution No. 15-007.  According the Chapter 27.12.370 RCW, the Pacific County Commissioners will need to call for a special election on November 3, 2015/general election.  In order to comply with Chapter 29A.04.321(3) RCW, you will need to adopt the attached resolution prior to August 4, 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2015-040 calling for a special election on November 3, 2015 for the purpose of submitting to the affected voters the determination of whether or not the City of Raymond shall join and be annexed to the Timberland Regional Library	

**RESOLUTION NO. 2015-040**

**A RESOLUTION OF THE PACIFIC COUNTY COMMISSIONERS CALLING  
FOR A SPECIAL ELECTION ON NOVEMBER 3, 2015, FOR THE PURPOSE OF  
SUBMITTING TO THE AFFECTED VOTERS THE DETERMINATION OF  
WHETHER OR NOT THE CITY OF RAYMOND SHALL JOIN AND BE ANNEXED  
TO THE TIMBERLAND REGIONAL LIBRARY**

**WHEREAS**, the City of Raymond desires to declare its intention to be annexed to the Timberland Regional Library; and

**WHEREAS**, pursuant to the Revised Code of Washington (RCW) 27.12.360, the process of such annexation is initiated by an ordinance of the City of Raymond council stating the City's intent to join the Timberland Regional Library and finding that the public interest will be served thereby; and

**WHEREAS**, having reviewed the options for providing library services to the residents of the City of Raymond, the Raymond City Council passed Ordinance No. 1839 on July 6, 2015, declaring its intent to join and be annexed to the Timberland Regional Library; and

**WHEREAS**, the Timberland Regional Library Board of Trustees voted on July 22, 2015, to accept the City of Raymond's request to seek annexation to the Timberland Regional Library; and

**WHEREAS**, RCW 27.12.370 states, "The county legislative authority or authorities shall by resolution call a special election to be held in such city or town at the next special election date according to RCW 29A.04.321," by no later than the day of the primary; and now, therefore,

**BE IT HEREBY RESOLVED** that the Board of Pacific County Commissioners, Pacific County, Washington, do ordain as follows:

**SECTION 1.** The Pacific County Board of Commissioners hereby calls for a special election on November 3, 2015, pursuant to RCW 27.12.370. The Pacific County Auditor shall provide notice of the election as provided in RCW 29A.52.355.

**SECTION 2.** The Pacific County Auditor shall conduct the election in accordance with general election laws and the Pacific County Canvassing Board shall canvass the election.

**SECTION 3.** No persons shall be entitled to vote at this election unless he or she is a qualified elector within the boundaries of the City of Raymond.

**SECTION 4.** The proposition to be submitted at the special election shall be in the form of a ballot title as follows:

**ANNEXATION OF THE CITY OF RAYMOND TO THE TIMBERLAND REGIONAL LIBRARY**

Shall the City of Raymond be annexed to and be a part of the  
Timberland Regional Library:

Yes.....[    ]

No .....[    ]

**SECTION 5.** If a majority of persons voting on the annexation proposition vote in favor of annexation, the City of Raymond shall be annexed to and constitute a part of the Timberland Regional Library effective as provided by law.

**SECTION 6.** The Clerk of the Board of the Board of Pacific County Commissioners shall forward a copy of this resolution as adopted to the Pacific County Auditor, Raymond City Council and the Timberland Regional Library.

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

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

ATTEST:

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

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

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

## **RCW 27.12.370**

### **Annexation of city or town into library district—Special election procedure.**

The county legislative authority or authorities shall by resolution call a special election to be held in such city or town at the next special election date according to RCW 29A.04.321, and shall cause notice of such election to be given as provided for in RCW 29A.52.355.

The election on the annexation of the city or town into the library district shall be conducted by the auditor of the county or counties in which the city or town is located in accordance with the general election laws of the state and the results thereof shall be canvassed by the canvassing board of the county or counties. No person shall be entitled to vote at such election unless he or she is registered to vote in said city or town for at least thirty days preceding the date of the election. The ballot proposition shall be in substantially the following form:

"Shall the city or town of . . . . . be annexed to  
and be a part of . . . . . library district?

YES . . . . . ☐

NO . . . . . ☐ "

If a majority of the persons voting on the proposition shall vote in favor thereof, the city or town shall thereupon be annexed and shall be a part of such library district.

[2011 c 10 § 78; 2006 c 344 § 19; 1982 c 123 § 14; 1977 ex.s. c 353 § 2.]

#### **Notes:**

**Notice to registered poll voters -- Elections by mail -- 2011 c 10:** See note following RCW 29A.04.008.

**Effective date -- 2006 c 344 §§ 1-16 and 18-40:** See note following RCW 29A.04.311.

## **RCW 29A.04.321**

### **State and local general elections—Statewide general election— Exceptions—Special county elections.**

(3) A resolution calling for a special election on a date set forth in subsection (2)(a) and (b) of this section must be presented to the county auditor at least forty-six days prior to the election date. A resolution calling for a special election on a date set forth in subsection (2)(c) of this section must be presented to the county auditor no later than the Friday immediately before the first day of regular candidate filing. A resolution calling for a special election on a date set forth in subsection (2)(d) of this section must be presented to the county auditor no later than the day of the primary.

**ORDINANCE NO. 1839**

**AN ORDINANCE** of the City Council for the City of Raymond, stating the intent of the City of Raymond to join Timberland Regional Library, finding that the public interest will be served thereby, and requesting that the Pacific County Commissioners call a special election to be held November 3, 2015, to determine whether the City of Raymond should be annexed to and be part of the Timberland Regional Library.

**WHEREAS**, RCW 27.12.360 provides that any City or Town with a population of three hundred thousand or less may become a part of any intercounty rural library district lying contiguous thereto by annexation; and

**WHEREAS**, the City of Raymond has a population of less than three hundred thousand, and it is contiguous to Timberland Regional Library, an intercounty rural library district; and

**WHEREAS**, the City of Raymond intends to join Timberland Regional Library by being annexed to and made a part of said intercounty rural library district; and

**WHEREAS**, the City Council of the City of Raymond finds that the public interest will be served by having the City of Raymond being annexed to and made a part of the Timberland Regional Library; **NOW, THEREFORE, HEREBY BE RESOLVED THAT,**

**THE CITY COUNCIL OF THE CITY OF RAYMOND, PACIFIC COUNTY, WASHINGTON DO ORDAIN AS FOLLOWS:**

**SECTION 1.** Pursuant to RCW 27.12.360, the City of Raymond states its intent to join Timberland Regional Library by being annexed to and made a part of said district.

**SECTION 2.** If the Board of Trustees of the Timberland Regional Library concurs in this annexation, notification shall be transmitted to the Pacific County Commissioners, requesting that said Commissioners by resolution call a special election pursuant to RCW Chapter 29A.04.321, to determine the following ballot proposition:

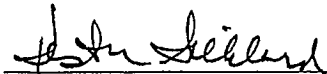
“Shall the City of Raymond be annexed to and be a part of the Timberland Regional Library?

Yes.....[    ]  
No.....[    ]”

**ADOPTED** by the Mayor and City Council on July 6, 2015.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk-Treasurer



TIMBERLAND REGIONAL LIBRARY  
INTERCOUNTY RURAL LIBRARY DISTRICT, WASHINGTON

RESOLUTION NUMBER 15-007

RESOLUTION CONCURRING WITH THE ANNEXATION OF THE CITY OF  
RAYMOND AND SETTING FORTH THE CONDITIONS FOR APPROVAL

**WHEREAS**, THE City of Raymond (the "City") and the Timberland Regional Library (the "Library") have reviewed the needs of the residents of the City for library services; and

**WHEREAS**, Chapter 27.12 RCW, as amended, provides a procedure for cities to join the Library by annexation; and

**WHEREAS**, the City passed on July 6, 2015, Ordinance No. 1839 requesting the submittal of a ballot proposition to the voters of the City to authorize annexation to the Library as provided in RCW 27.12.360 and RCW 27.12.370; and

**WHEREAS**, the City currently provides public library service to its citizens through contract as provided in RCW 27.12.180 and desires to do so through the annexation procedure; and

**WHEREAS**, the City currently provides a public library facility for its citizens and has incurred no debt or other liabilities for the purposes of acquiring, operating, or maintaining a library; and

**WHEREAS**, RCW 27.12.360 requires that the Board of Trustees of the Library must concur in the annexation request prior to submittal to the legislative authority of the county in which the City is situated; and now, therefore,

**BE IT HEREBY RESOLVED** that the Board of Trustees of Timberland Regional Library does hereby concur with the proposed annexation of the City of Raymond to the Timberland Regional Library subject to the following:

The City hereby agrees to provide and maintain suitable quarters for the library, and to provide and maintain satisfactory heat, light, water, janitor service and grounds maintenance, all without cost to the Timberland Regional Library; and

**BE IT FURTHER RESOLVED** this resolution be immediately transmitted to the Mayor and Council of the City of Raymond in addition to the Commissioners of Pacific County.

Adopted this 22nd day of July, 2015

Cecy Varness  
Bob Hall  
H. Blanton  
[Signature]

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**RCW 42.30.110**  
**Executive sessions.**

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW [41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.



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

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

REQUESTED MEETING DATE:

07/28/15

## AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review ☐ Clerk of the Board

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

☐ Risk Mgmt

☐ OTHER: \_\_\_\_\_


☐ Legal Required

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

### AGENDA ITEM REQUEST

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

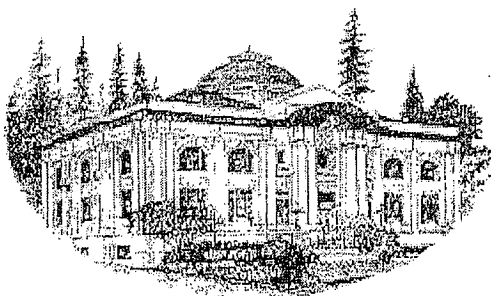
DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 6/24/2015
NARRATIVE OF REQUEST Open Public Hearing Swear in those wishing to testify or provide comments Close Hearing	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Assembly Permit as submitted by the Astoria-Warrenton Chamber of Commerce for their annual Great Columbia Crossing Run to be held October 11, 2015	

# Pacific County Department of Community Development

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

SOUTH BEND OFFICE  
Courthouse Annex  
1216 W. Robert Bush Drive  
P.O. Box 68  
South Bend, WA 98586  
Website: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

(360) 875-9356  
FAX (360) 875-9304  
Tokeland (360) 267-8356  
Naselle (360) 484-7356



LONG BEACH OFFICE  
318 North Second  
Long Beach, WA 98631  
Website: [www.co.pacific.wa.us](http://www.co.pacific.wa.us)

(360) 642-9382  
FAX (360) 642-9387  
Naselle (360) 484-7382  
Tokeland (360) 267-8382

## Assembly Application Ordinance No. 35B

Fee: \$200.00 (non-refundable)

A social event or assembly for any purpose which said person believes, or has reason to believe, will attract two thousand (2,000) or more persons during any day at a particular location within Pacific County which is outside the limits of incorporated cities and towns, is required to obtain a permit.

1. Organization/name of event Astoria Warrenton Area Chamber of Commerce  
Great Columbia Crossing 10k
2. Location Address Dismal Nitch Rest Area  
Mailing Address PO Box 176, Astoria, OR 97103
3. Contact person/person in charge Kelsey Balensifer Phone# 503-325-6311
4. Date(s) of event Oct. 11, 2015 Overnight camping? Yes ☒ X No
5. Water supply Containers supplied Sewage disposal United Site Services
6. Number of people attending 3,500 Number of toilet facilities 40 + 2 ADA  
Required number of toilets: 8 toilets per 1,000 attendees, 2 toilets for each additional  
500 attendees and 2 toilets handicap accessible.
7. Number of hand washing facilities 8
8. Method of solid waste disposal Garbage cans, staff & volunteer clean up
9. Number of food service facilities None
10. Certificate of Liability Insurance X Yes No

Filed \_\_\_\_\_

Date \_\_\_\_\_

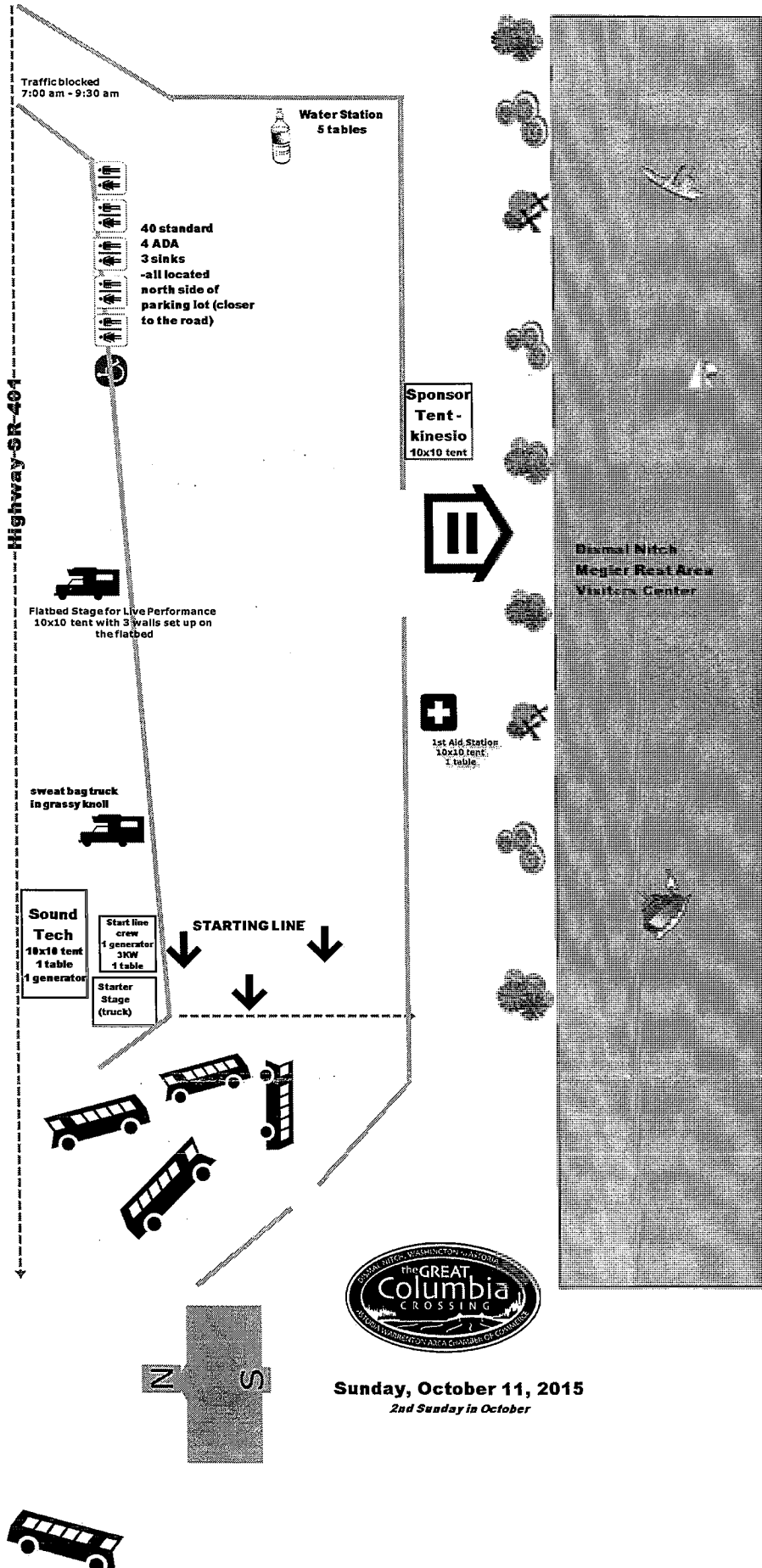
Applicant's signature Kelsey Balensifer Date 6/15/15

Approved by \_\_\_\_\_ Date issued \_\_\_\_\_

Over for Request for Waiver form

04/30/08

# Volunteer Parking



## **Great Columbia Crossing 10k: Security & Traffic Plan**

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### **PARTICIPANTS:**

- Participants will NOT be allowed to bring backpacks/bags on the bus
- Video surveillance of participants getting on the busses
  - Flood lighting will be provided by ODOT for visibility (and safety) while loading the busses
  - The majority of participants get on a shuttle at Basin Street in Astoria
  - About 300 participants ride a shuttle from the Port of Chinook in Chinook

### **START LINE (Dismal Nitch):**

- 2 WSP troopers will be stationed at the Start line (on foot)
- 2 DPSST Certified Security at the Start line 12 hours before the event
- 1 K-9 federal protection service patrol at the start line before & while participants are congregating at the Dismal Nitch Rest Area
- 1<sup>st</sup> Aid Booth: 1 paramedic with Medix & 1 Astoria Firefighter
  - Astoria Firefighter will bring AED + 1<sup>st</sup> aid kit

### **BRIDGE:**

- 3 Warrenton Firefighters located along the race route (on the bridge) at mile 2, 3 & 4
- 3 Seaside Motorcycle or bicycle officers on the bridge
- WSP will provide 1 Trooper on foot at the base of the bridge + 1 Trooper in a car assisting with traffic control on SR 401 (8:30 am – 11:00 am)

### **FINISH LINE:**

- 2 DPSST Certified Overnight Security at the Finish line 12 hours before the event occurs
- Medix ambulance stationed at the ODOT command center
- 1<sup>st</sup> Aid Booth: 1 paramedic with Medix & 1 Astoria Firefighter
  - Astoria Firefighter will bring AED + 1<sup>st</sup> aid kit
- 2 DPSST Certified Security at the Start line 12 hours before the event
- 1 K-9 federal protection service patrol will sweep the finish line before participants arrive & continue service during the event

### **TRAFFIC (& additional law enforcement presence):**

- 2 Astoria Police Officers assisting with traffic control at Basin Street

# In the case of an emergency...

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If an emergency occurs before or during the event:

1. Call 911
  2. Staff and/or local law enforcement should notify the command center
    - Tell command center 911 has been called
    - Wait for direction from Skip regarding possible effect on the event
  3. Cancel, Delay or Evacuate the event:
    - Skip Hauke, Executive Director, makes the call regarding any changes to the event
    - Agency leaders at the Command Center can start a possible evacuation process (if necessary)
- Dismal Nitch: Staff will remain at Dismal Nitch until the event is complete. In the case of an evacuation from the bridge, Dismal Nitch will remain an evacuation zone where busses can return (possibly with a long delay).
    - Staff, water, restrooms & 1<sup>st</sup> responders will be at Dismal Nitch until 11 am
  - Astoria (Basin Street): If the finish line is evacuated, participants will be directed to Pier 1 – unless they are allowed to leave the area in their car.
  - Astoria High School: If the finish line & area are evacuated & participants are directed away from the scene – the Astoria High School parking lot will become an emergency evacuation site.