

**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

ADDITIONAL AGENDA

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 1) Consider award of remodel project for server room to BiltWise
- 2) Authorize qualified FMLA and Leave Credit Transfers

ITEMS REGARDING JUVENILE COURT SERVICES

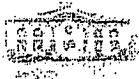
- 3) Consider approval of Interagency Agreement #IAA 16085 with State of WA Administrative Office of the Courts; authorize Juvenile Court Administrator to sign

ITEMS REGARDING GENERAL BUSINESS

- 4) Consider approval of WA State Department of Commerce Local Government Certification regarding Project Sponsor of Housing Opportunities for Persons with AIDS and authorize Chair to sign
- 5) Vendor Claims
Warrants Numbered 128094 thru 128176 - \$222,826.55

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.



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 #: ADDL 1				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	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 NO ACTION TAKEN/WITHDRAWN 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: DPW	DIVISION (if applicable): Facilities
OFFICIAL NAME & TITLE: Andi Harland, Accounting Manager	PHONE / EXT: 2274
SIGNATURE:	DATE: 7/24/15
NARRATIVE OF REQUEST For the BOCC consideration, at this time DPW would like to move forward with the proposed remodel of the sever room. This project has 2015 budget approval for \$6,000 in the ER&R Computer fund. After soliciting 3 bids it has been determined that the required construction amount will not exceed \$8,000 incl. permitting and the possible requirement of a steel door. The low bid was BiltWise. Please see attached bids. Other bids received from Pacific Coast of Aberdeen in the amount of \$12,810 plus sales tax and from John Lupo Construction, Inc. of Aberdeen in the amount of \$21,768 plus sales tax	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Award bid for remodel of server room to BiltWise in an amount not to exceed \$8,000, subject to adequate budget appropriations Accept bid from Total Electric in the amount of \$2,296.86	



Project Proposal

May 26, 2015

To: Pacific County/Pacific County Courthouse
P.O. Box 66
South Bend, WA 98586
Project: Computer Room Expansion Att: Tim & Randy
e-mail: mcollins@co.pacific.wa.us

From: Biltwise Corporation
P.O. Box 266
Bay Center, WA 98527
Tele: 1-360-875-4114
e-mail: biltwise@willapabay.org

Bid #: 1125-05

License: BILTWC*99900

THIS AGREEMENT FOR CONSTRUCTION SERVICES, dated above, is made by and between Biltwise Corporation (*the Seller*) and (*the Customer*) named above. WHEREAS, Seller and Customer are in the proposal stages for a building improvement project including jobsite services, materials, products and labor as outlined below. Our proposal includes all the materials and labor scheduled below. In consideration of the premises and scope of project contained here, the parties agree as follows:

Schedule of Construction Materials & Labor Inclusions

Bid Amount

- 1) Tear out existing 2x4 wall partition, two doors & side-wall window.
- 2) Remove all existing vinyl & misc. floor debris. (*Note: County responsible for computer/servers relocation.*)
- 3) Sterilize floor with Bleach/Water mix & scrub floor to kill mold, mildew etc. (*Work to be done after office hrs.*)
- 4) Provide & install Owens Corning rubberized membrane over floor. (*Moisture block & condensation shield*)
- 5) Provide & install 6"x6"x1/8" wire grid work over floor & install 4 metal expansion joints.
- 6) Setup perimeter concrete forms, set wire mesh grid & schedule Saturday concrete pour with office renovation.
- 7) Pour an approximate 4" thick concrete slab over existing lowered floor with 6 Sak pear gravel mix.
- 8) New floor & wall layout to match Pacific County supplied drawing. (*Note: Floor raised only in server room.*)
- 9) Build a 20' +/- 2x4 corridor wall partition, split wall & two new door framed openings (*Per approved layout.*)
- 10) Remove window & frame in opening, install PT. sill plates to existing concrete floor for wall placements.
- 11) Coordinate with County's sub-contracted Electrician any plugs, lighting & electrical circuit placements.
- 12) Install R-11 fiberglass insulation in new wall partitions for sound & thermal retention.
- 13) Provide & install 1/2" gypsum board on all sides of new framed wall partitions. (*Ceiling left as is.*)
- 14) Drywall to be screwed 6" oc, fire taped, 3 mud coats & textured with orange peel over new wall areas.
- 15) All drywall to be primed with BEHR latex primer & painted two coats with interior latex. (*Color by County*)
- 16) Provide two new CODEL smooth fiberglass 2-Panel doors with 1 lock bore, thresholds & weather-stripping.
- 17) Doors to be outswing type, left with wood grain finish or painted by County. (*Note: Hardware by County*)
- 18) New 1x4 MDF casing & base to be supplied, primed, painted & installed in computer room.
- 19) Provide & install a new commercial grade vinyl in computer room & glue down per specs.
- 20) New flooring to be selected or approved by County. (*Allowance of \$280 is included in total proposal amount.*)
- 21) Jobsite clean-up to include removal of renovation debris to onsite dumpsters.

Total Project Proposal	\$4,455
State Sales Tax Tax Rate: 7.80%	\$347
Project Proposal & Tax	\$4,802

Submitted By

We respectfully submit the above Bid Proposal in the total amount stated including sales tax. All items noted in the above schedule are included in the final bid amount. Revisions, *Change Orders* and any verbal noted options are in addition to total bid amount. Final payment to be invoiced upon job completion. Biltwise agrees to pay prevailing wage to any workers involved with project. All invoices are due and payable within 10 days of Customer receipt. We hereby agree to provide the construction services above.

Jeff Strom

Biltwise Corp.

Customer Acceptance

I (We) have reviewed the above Project Proposal, material specifications, labor inclusions & project construction services. I understand this Bid Proposal only includes the items noted in the above schedule. I reserve the right to revise, change or update this bid any time prior to Biltwise ordering materials or starting jobsite construction. I agree additional cost over bid amount will become a Change Order that is in addition to above contract amount. I agree to terms of invoices, payment due dates and the final amount of: \$4,802

Pacific County Administrator
Pacific County Courthouse

Date

+ elec
+ 650 metal door



Total Electric LLC
192 South Bend Palix Rd
South Bend, WA 98586
360.942.8881
totalelectricwa@gmail.com

Page 1 of 1

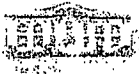
Pacific County Dept. Public Works
P.O 66
South Bend, WA 98586

Invoice#: 1313
Invoice Date: 07/16/2015
Due Date: 07/31/2015
Customer ID: 31
Contact: Mike Collins
Phone#: (360) 875-9368 Ext.:
Fax #: (360) 875-9377

Job: Server Room Upgrade
Job#: 1179

Work Performed:

Item	Description	Qty	Price	Total
7497	Permit Commercial Alt/Add -4 Circuits	1.00	88.69 E	88.69
T100	Estimated Materials Cost	1.00	500.00 L	500.00
Material :				588.69
L140	Master Electrician Municipal Labor	22.00	70.00 H	1,540.00
Labor :				1,540.00
Taxable Subtotal :				2,128.69
Sales Tax @ 7.90%:				168.17
Estimate				<u>\$2,296.86</u>



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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 #: <u>ADDL 2</u>				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	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: DPW	DIVISION (if applicable): Facilities
OFFICIAL NAME & TITLE: Andi Harland, Accounting Manager	PHONE / EXT: 2274
SIGNATURE:	DATE: 7/23/15
NARRATIVE OF REQUEST For the BOCC consideration, please approve a donated leave request announcement for [REDACTED] Required FMLA paperwork has been completed and submitted.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve qualified FMLA, authorize Leave Credit Transfers and assign an expiration date of December 31, 2015	



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REQUESTED MEETING DATE:

7-28-15

AGENDA REQUEST FORM

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

ADDL 3

Agenda Item #:

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

Review ☐ Clerk of the Board

☐ 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: <u>Juvenile Court Services</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>J. Wayne Leonard</u>	PHONE / EXT: <u>875-9350</u>
SIGNATURE: <u>J Wayne Leonard</u>	DATE: <u>7-10-15</u>
NARRATIVE OF REQUEST <u>I am requesting permission to sign the state BECCA contract as the current contract ended on 6-30-15</u>	
RECOMMENDED MOTION <u>To be completed by the Clerk/Deputy Clerk of the Board</u> Approve Interagency Agreement #IAA16085 with State of WA Administrative Office of the Courts for Becca Programs and Services and authorize Juvenile Court Administrator to sign	

Name of Contractor: Pacific County

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

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): State Contract for Security

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):

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____,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:

**INTERAGENCY AGREEMENT IAA16085
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC/WAHKIAKUM COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts ("AOC") and Pacific/Wahkiakum County Juvenile Court ("Contractor").

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to process Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The Contractor will process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/15 - 12/31/15	01/31/16
01/01/16 - 06/30/16	07/31/16

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Program Manager Yvonne Pettus at Yvonne.pettus@courts.wa.gov or (360) 705-5229

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2015 regardless of the date of execution and it shall end on June 30, 2016, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$50,063.00 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History**

In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

a. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

b. Termination for Cause

If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may

terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this agreement.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager: Yvonne Pettus PO Box 41170 Olympia, WA 98504-1170 360 705-5229 Yvonne.pettus@courts.wa.gov	Contractor Program Manager: J. Wayne Leonard, Juvenile Court Administrator PO Box 93 South Bend, WA 98586-0093 360-875-9350 spettit@co.pacific.wa.us
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ENTIRE AGREEMENT

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

AGREED:

**THE ADMINISTRATIVE OFFICE
OF THE COURTS**

**PACIFIC/WAHKIAKUM COUNTY
JUVENILE COURT**

Signature

Date

Signature

Date

Dirk Marler, Director

Name

Name

Judicial Services Division

Title

Title

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for BECCA reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. GENERAL

BECCA allowable costs are only those costs associated with "processing truancy, children in need of services, and at-risk youth petitions." See 2ESHB 1087 Section 113 2(a) and (b) (2011). Therefore, all BECCA reimbursement requests must be directly related to the filing and processing of these petitions. Those costs unrelated to the cost of filing or processing petitions cannot be reimbursed under current legislation. This would include anything done in lieu of filing a petition such as informal adjudications and treatments.

The guidelines below take into consideration the financial needs of a court processing BECCA cases and allows for reimbursement for expenses related to such processing. These guidelines also recognize the legislative restrictions placed on BECCA reimbursements and attempts to identify those costs that cannot be reimbursed.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the BECCA contract according to its terms including report preparation, scope of work, and performance
- Submits invoices, and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central contact with the court
- Oversees distribution of funds
- Approves invoices and submitted supporting documentation for BECCA reimbursement
- Responds to cost and budget questions from the courts
- Reviews all reports required under the BECCA agreement

3. Management Services Director

- Resolves policy and procedural issues related to BECCA funding

4. AOC Comptroller

- Determines BECCA annual fund allocation based on monies received from the legislature
- Periodically audits Courts to ensure reimbursement requests are supported

5. Contract Manager

- Drafts, reviews, and approves BECCA agreements
- Answers questions regarding compliance with the agreements
- Provides advise on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with BECCA

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding BECCA case processing must be kept locally. A judge or pro tem's computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing BECCA cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g. clerks, court project managers, BECCA counselors, office staff) payroll record/time and attendance records related to the filing or processing a BECCA petition must be kept locally. If employee is not assigned fulltime to BECCA cases then compensation reimbursement must be proportioned to the amount of time employee processes BECCA cases and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on BECCA. Document the process for determining the amount of time the person(s) spend on BECCA duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the county court administrator. This

internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours and hourly rate or time and attendance cards must be kept locally. All work must be related to processing filed BECCA cases and invoice must be approved by authorizing authority (i.e. county court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific BECCA cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed BECCA cases or invoice based on a per BECCA petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for BECCA case processing and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the county court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. Equipment

- Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to the BECCA program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year

and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.

- Costs Allocated by an Internal Administrative Rate – Equipment may be allocated, but reimbursement request must be an allocated rate that is documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement only for the annual BECCA Conference Training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel to and from the annual BECCA Conference and services related to BECCA case processing. Staff or volunteers must work for BECCA programs and may include travel expense reimbursement for child, witness, parent or other interviews related to a case filed with the court to which volunteer or staff was assigned. All travel expenses must be within the travel costs permitted by the AOC at the time of travel. Supporting Documentation – Travel reimbursement requests must be kept locally for audit purposes.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

BECCA MONTHLY DETAIL REPORT (Exhibit B)

*Administrative Office of the Courts
(Submit monthly with A-19 invoice)*

COURT: _____

MONTH/YEAR: _____

ADMINISTRATIVE

Total _____

STAFF/FTE

Judge
Commissioner
Staff

Total _____

CONTRACTS/ SERVICE DELIVERY

Total _____

GOODS/SERVICES

Supplies
Communication
Other

Total _____

TRAVEL

Mileage
Per Diem
Other

Total _____

GRAND TOTAL

\$ _____



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 #: ADDL 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: 7/22/2015

NARRATIVE OF REQUEST

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

Approve WA State Department of Commerce Local Government Certification regarding Project Sponsor of Housing Opportunities for Persons with AIDS and authorize Chair to sign

**Washington State Department of
Commerce
Housing Opportunities for Persons with
AIDS**

Local Government Certification

(Signing this certification does not obligate the county to do anything or pay for anything. This federally funded program has been available in the county for many years. Signing this certification only documents that the county is aware of and approves of the program. More information can be requested from the HOPWA Project Sponsor or Department of Commerce HOPWA Program Manager).

I, _____ of
(name and title)

_____ hereby certify that
(unit of local government)

_____ approves the proposed program submitted
(unit of local government)

by _____ to the
(name of nonprofit organization)

State of Washington Department of Commerce for funding from the Housing Opportunities for Persons with AIDS Program.

Signature _____

Name _____

Title _____

Date _____

Project Sponsor Contact Information:

Christina Haight
1016 East Pike Street
Seattle, WA 99122
P: 206-957-1766
F: 206-325-2689



Department of Commerce

Innovation is in our nature.

Housing Opportunities for People with AIDS

Providing housing assistance to persons with HIV/AIDS and their families

Purpose

The Housing Opportunities for Persons with AIDS program provides housing assistance and support services to low-income people with HIV/AIDS and related diseases, and their families (except in King and Snohomish counties, which have their own programs). This support helps prevent homelessness, stabilizes current housing situations and assists people in accessing healthcare and other support.

Strategic Goal

Mobilize and enhance local assets that strengthen community ability to meet the economic and social needs of Washington's families, workers and employers.

Results and Achievements

During state FY 2014, organizations receiving funds:

- Provided housing assistance to 316 eligible individuals and family members.
- Assisted 180 eligible individuals to have contact with a primary health care provider.

Services

Housing Opportunities for Persons with AIDS funds can be used for:

- Housing, rental assistance, supportive services and program planning and development costs.
- Acquiring, rehabilitating or constructing community residences and Single Room Occupancy units.
- Operating and maintaining facilities and community residences, and short-term payments to prevent homelessness.

Fast Facts

- Once housing is secure, clients are able to follow through on their health care treatment plans.
- Assists 194 households with long-term rent assistance annually.

Statutory Authority

HOPWA is a federally funded program from the U.S. Department of Housing and Urban Development (HUD) authorized under the provisions of the AIDS Housing Opportunity Act, 42 USC Sec 12901 et.seq. and HUD Grant WAH080017

Contact Information

Mollie Gaspar
Program Manager
360.725.2943
mollie.gaspar@commerce.wa.gov

**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

128094 thru 128176 \$ 222,826.55

Warrants Dated: July 24, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED: 

Auditor/Deputy Auditor

ATTEST: _____
Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JUL 24 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS