

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

**Tuesday, August 25, 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

- A) Approve regular meeting minutes of July 28 and August 11, 2015
- B) Approve Rainbow Valley Landfill Claims Vouchers:
Royal Heights Transfer Station, Inc. - \$461.16
PUD No. 2 - \$39.05

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

A

PROCEEDINGS

9:00 AM
Tuesday, July 28, 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
Eric Weston, Deputy Prosecutor
Wayne Leonard, Juvenile Court Administrator
Jeff Nesbitt, Vegetation Management Director
Katie Lindstrom, Health & Human Services Dept. Deputy Director

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 July 14, 2015
Approve Rainbow Valley Landfill Vouchers:
City of Raymond - \$460

MEETING CLOSED – 9:01AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PROCEEDINGS

9:00 AM
Tuesday, August 11, 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
Eric Weston, Deputy Prosecutor
Mary Goelz, Health & Human Services Dept. Director
Dotsi Graves, Fair/Park Manager
Shelly Flemetis, Chief Treasury Investment Officer

GENERAL PUBLIC IN ATTENDANCE - None

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

PUBLIC COMMENT - None

MEETING CLOSED – 9:00AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

2015-32

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

ROYAL HEIGHTS TRANSFER STATION, INC

114 AIRPORT RD.

RAYMOND, WA 98577

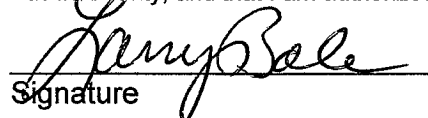
Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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
4902	8/3/15	LEACHATE TRANSPORTATION	660	000	537	10	41	\$ 461.16

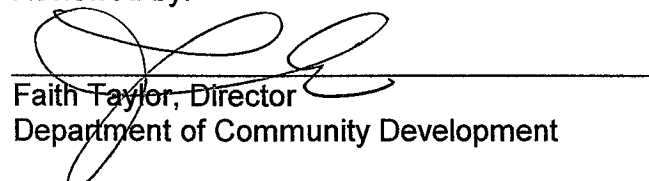
I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify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


 Signature

PRES.
 Title

8/4/15
 Date

Reviewed by:


 Faith Taylor, Director
 Department of Community Development

Aug 17 '15
 Date

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

Chairman, Pacific County Board of Health

Date

RECEIVED
 PACIFIC COUNTY

AUG 17 2015

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

Invoice

DATE	INVOICE #
8/3/2015	4902

RAINBOW VALLEY LANDFILL, INC.
114 Airport Rd.
Raymond, WA 98577

P.O. NUMBER	TERMS
	net 10

DUE DATE
8/13/2015

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
7/31/2015	36,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	461.16

Balance Due

\$461.16

Date	<u>loads</u>	
7/1/2015		
2		
3	1	
4		
5		
6		
7		
8		
9		
10	1	
11		
12		
13		
14	1	
15		
16		
17		
18		
19		
20		
21		
22		
23	2	
24		
25		
26		
27		
28		
29		
30		
31	1	
	6	
<i>total gallons</i>		36000
TOTAL		\$461.16

2015-33

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

PUD NO. 2
P.O. BOX 472
RAYMOND, WA 98577

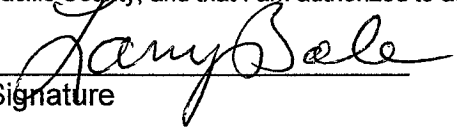
Vendor #	Date
Reference No. 2	Purchase Order Number

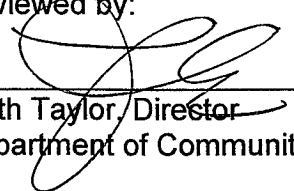
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1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board 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
	7/24/15	UTILITIES	660	000	537	10	41	39.05

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.

 PRES. 8/4/15
Signature Title Date

Reviewed by:  Aug 17 '15
Faith Taylor/Director Date
Department of Community Development

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

RECEIVED
PACIFIC COUNTY

AUG 17 2015

GENERAL ADMINISTRATOR
BOARD OF COMMISSIONERS



PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY

Account Number 19983

Page 1 of 1

Statement Date 07/24/2015

PO Box 472
Raymond WA 98577
raycustserv@pacificpud.org
(360)942-2411
(360)484-7454 (Naselle)

Billing Summary

Previous Balance	46.15
Payment Received 07/20/15	<u>46.15 CR</u>
Balance Forward	0.00
Current Charges Due By 08/24/15	39.05
Total Due	39.05

*****AUTO**SCH 5-DIGIT 98531
LARRY BALE C-1 P-1
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233



Meter #: A34390 LOC: 14090804-1 Addr: RAINBOW VALLEY LANDFILL Rate Class: 020

Meter Reading Details Meter A34390

Current KWH Reading	07/22/15	84331
Previous KWH Reading	06/23/15	<u>84085</u>
Total KWH Usage		246
Days Served	29	

Detail of Charges

246 kWh x 0.071200	17.52
Power Cost Adj @ 3%	0.53
Elec Basic Charge	<u>21.00</u>
Total This Service	39.05

MO	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15
Usage	731	277	277	282	798	781	894	666	442	584	343	343	246
Avg/Day	24	9	9	10	28	27	26	23	16	16	12	10	8

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER		OTHER PHONE NUMBER
SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

Account Number	19983
Due Date	08/24/2015
Amount Due	39.05
Warm Heart Donation	
Amount Paid	ONLY IF DIFFERENT THAN AMOUNT DUE

LARRY BALE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

Public Utility No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577-0472

07



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

August 25, 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.

Call to Order

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

YEARS OF SERVICE

- 1) 20 Years – Brandi Huber (PROS)
- 40 Years – Elaine Buchanan (CLERK)

CONSENT AGENDA (Items 2-7)

Health & Human Services Department

- 2) Approve hire of Carolyne Perez, Administrative Asst. II, Grade 9 Step 1, effective August 18, 2015

County Fair

- 3) Approve the hire of Charmayne Simpson and Chloe Crane, at a rate of \$11/hour, effective August 24, 201

Sheriff's Office

- 4) Approve Amendment B to Grant Agreement #E15-134 with WA State Military Department; authorize Chair to sign
- 5) Approve renewal of Intergovernmental Agreement #E15-008 for Emergency Management Assistance Compact (EMAC) and Pacific NW Emergency Management Arrangement Assistance (PNEMA); authorize Chair to sign

Boards and Commissions

- 6) Approve the reappointment of Diane Knutson and Rebecca Chaffee to the Joint Pacific County Housing Authority

General Business

- 7) Vendor Claims:
Warrants Numbered 128326 through 128476 - \$132,648.47
- 8) Approve regular meeting minutes of July 28 and August 11, 2015

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 9) Consider adoption of Resolution 2015-041 for the temporary closure of 227th Place
- 10) Consider approval of Local Agency Agreement with WA State Department of Transportation for Butte Creek Road project; authorize Chair to sign
- 11) Consider approval of request to purchase 48 VDC batteries

ITEMS REGARDING COUNTY FAIR

- 12) Consider approval of Contract with Pitchwood, Inc. for the 2015 County Fair
- 13) Consider approval of the 2015 Fair entertainment contracts

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 14) Consider approval of Service Contract for School Nurse Services with Ocean Beach School District
- 15) Consider approval of request to issue Request for Proposals for distribution of 0.1% Sales Tax for mental health and drug & alcohol treatment

ITEMS REGARDING TREASURER'S OFFICE

- 16) Consider adoption of Resolution 2015-042 authorizing indefinitely limited-years' tax-delinquency certificates in accordance with Chapter 84.64.050 RCW

ITEMS REGARDING SOUTH DISTRICT COURT

- 17) Consider approval of request to lease copier

ITEMS REGARDING SHERIFF'S OFFICE

- 18) Consider approval of request for FMLA and Leave Credit Transfers
- 19) Consider approval of request to purchase 26' boat
- 20) Consider approval of E911 County Basic Service Operations Contract FY 2016-Agreement #E16-015; authorize Chair to sign

ITEMS REGARDING RISK MANAGEMENT

- 21) Consider approval of Claim for Damages #2015-08-001
- 22) Consider denial of Claim for Damages #2015-08-002

ITEMS REGARDING BOARDS AND COMMISSIONS

- 23) Consider approval of the appointments to the Willapa Bay WRIA #24 Lead Entity Citizens Committee; Warren Cowell, representing the "Citizen" position and Mike Cassinelli, representing the "Cities" position

ITEMS REGARDING GENERAL BUSINESS

- 24) Consider approval of Agreement with Craft3 for the On-Site Septic Loan Program
- 25) Consider acceptance of offer for tax title property in accordance with Chapter 36.35.150 RCW

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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EXECUTIVE SESSION

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

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

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.

8/25/15 BOCG mtg

Years of Service Report August 2015

Total Years of Service		20		
Employee Name	Date of Hire	Calculation Date	ID Number	
Brandi Huber	8/1/1995	8/1/1995	HUBEB	
Total Years of Service		40		
Employee Name	Date of Hire	Calculation Date	ID Number	
Elaine Buchanan	8/1/1973	8/1/1975	BUCHE	

Monday, August 03, 2015

C: Lisa - KB

PACIFIC COUNTY

2

☒ New Employee / ☐ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Carolyn M. Perez Phone Number: _____

Physical Address: _____ Long Beach WA 98631

Mailing Address (if different): _____

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____ Height: _____ Eye Color: _____ Hair Color: Brown

Driver's License #: _____ State: _____

Department/Office: Health

Position Title: Administrative Assistant II

Phone/Ext.: _____ Start Date: 8/10/15

Union: Yes ☒ which? 367C No ☐ Grade: 9 Step: 1

Monthly ☒ Hourly ☐ Pay Rate: \$ _____ Exempt from Overtime: Yes ☐ No ☒

Position is:
Regular (1.00 FTE) ☐ Regular Part-Time ☒ 0.8 FTE Casual ☐ Temporary ☐ approx. end date: _____

Charge to BARS #: 118 350 562 00 10 (55 %)

118 350 562 00 20 (45 %)

_____ (_____ %)

_____ (_____ %)

NOTE: Percentages must equal 100%.

Signature of hiring official _____

Date _____

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____

L&I Code _____ SUTA Code _____ Yearly Hours _____

PACIFIC COUNTY

3

☒ New Employee / ☐ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Chloe Crane Phone Number: _____

Physical Address: _____

Mailing Address (if different): Same as above

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____ Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: Pacific County FairPosition Title: Temporary Fair HelpPhone/Ext.: 360 942 3713 Start Date: 8/24/15Union: Yes ☐ which? _____ No ☒ Grade: _____ Step: _____Monthly ☐ Hourly ☒ Pay Rate: \$ 11.00 Exempt from Overtime: Yes ☐ No ☒

Position is:

Regular (1.00 FTE) ☐ Regular Part-Time _____ FTE Casual ☐ Temporary ☒ approx. end date: 8/29/15Charge to BARS #: 001 . 000 . 314 . 573 . 70 (100 %)

_____. _____ (_____%)

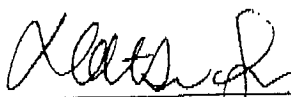
_____. _____ (_____%)

_____. _____ (_____%)

NOTE: Percentages must equal 100%.

RECEIVED
PACIFIC COUNTY

AUG 20 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
Signature of hiring official8/20/15
Date

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____

L&I Code _____ SUTA Code _____ Yearly Hours _____

PACIFIC COUNTY

☒ New Employee / ☐ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Charmayne Simpson Phone Number: _____

Physical Address: _____

Mailing Address (if different): Same as above

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____

Height: _____

Eye Color: _____

Hair Color: _____

Driver's License #: _____

State: _____

Department/Office: Pacific County FairPosition Title: Temporary Fair HelpPhone/Ext.: 360 942 3713Start Date: 8/24/15Union: Yes ☐ which? _____No ☒

Grade: _____

Step: _____

Monthly ☐Hourly ☒

Pay Rate: \$

11.00Exempt from Overtime: Yes ☐No ☒

Position is:

Regular (1.00 FTE) ☐Regular Part-Time ☐

FTE _____

Casual ☐Temporary ☒approx. end date: 8/29/15Charge to BARS #: 001. 000. 314. 573. 70(100 %)

(____ %)

(____ %)

(____ %)

NOTE: Percentages must equal 100%.

RECEIVED
PACIFIC COUNTY

AUG 20 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERSSignature of hiring official: [Signature]Date: 8/20/15

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____

Pension Code _____

FICA Code _____

Retirement Code _____

L&I Code _____

SUTA Code _____

Yearly Hours _____



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:

08/25/15

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>4</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"/> 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: Pacific County Sheriff's Office	DIVISION (if applicable): Emergency Management
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: <i>Stephanie Fritts</i>	DATE: August 7, 2015
NARRATIVE OF REQUEST Request the BOCC review and renew the Intergovernmental Agreement (IGA) for resource deployment under the Emergency Management Assistance Compact and the Pacific Northwest Emergency Management Arrangement (EMAC/PNEMA). Review and renewal is an annual process, however the agreement may be terminated at any time with 30 days notice.	
RECOMMENDED MOTION (To be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: WA State EMD

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages being amended):
E15-008 INTERGOVERNMENTAL AGREEMENT FOR EMAC AND PNEMA ASSISTANCE

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:

Emergency assistance

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): Intergovernmental Agreement for Emergency Assistance

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

This agreement was first signed in November 2014. This is the annual renewal.

TOTAL COST/AMOUNT (include sales & use tax): 0

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: N/A .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:

**INTERGOVERNMENTAL AGREEMENT
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

Washington Military Department
Bldg #20, M.S.TA-20
Camp Murray, Washington 98430-5122

AND Pacific County Emergency Management
(Pacific County E 911)
300 Memorial Drive
South Bend, Washington 98586-0027

253.512.7097 FAX: 253.512.7203

PHONE: 360.875.9340 FAX: 360.875.9342

Contact Person: Craig Ginn
Email: craig.ginn@mil.wa.gov

Contact Person: Stephanie Fritts
Email: sfritts@co.pacific.wa.us

Contact Person: Mark Douglas
Email: Mark.Douglas@mil.wa.gov
Phone: 253.512.7055

TIN: 91-6001356
UBI: 254000662

Start Date: Upon Signature

End Date: July 31, 2019

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact [EMAC]), ch. 39.34 RCW (Interlocal Cooperation Act), ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed inconsistent with such authorization.
- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form of "Attachment A" that reference this Agreement by number and include the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and per diem; and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the Federal General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource, and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:
 - 1) Has completed training for ICS 100, 700 and 800;
 - 2) Has received training customary or required for the position for which they are being deployed;
 - 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed;
 - 4) Has past experience operating in the position for which they are being deployed; and
 - 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.
- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, that employee may, in the sole discretion of the EMAC or PNEMA requesting participant, be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or 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. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination


Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

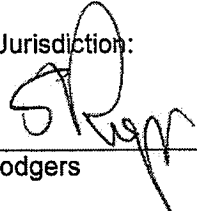
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

BY:  10/13/14
Richard A. Woodruff Date
Contracts Administrator
Washington Military Department

For the Jurisdiction:

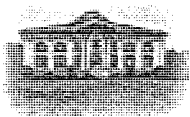
BY:  10/14/14
Steve Rodgers Date
Chair
Pacific County Board of Commissioners

BOILERPLATE APPROVED AS TO FORM:

Brian Buchholz (signature on file) 01/09/2012
Senior Counsel, Assistant Attorney General

INTERGOVERNMENTAL AGREEMENT (IGA) ANNUAL REVIEW

IGA #	E15-008	EXECUTION DATE	11/3/2014
FACILITY NAME AND ADDRESS	Pacific County Emergency Management (Pacific County E 911) 300 Memorial Drive South Bend, Washington 98586-0027		
IGA EXPIRATION DATE	7/31/2019	ANNUAL REVIEW DATE	8/5/2015
Annual review of Intergovernmental Agreement (IGA) for resource deployment under EMAC/PNEMA.			
<input type="checkbox"/>	The attached Intergovernmental Agreement (IGA) has been reviewed and is current with no changes.		
<input type="checkbox"/>	The attached Intergovernmental Agreement (IGA) has been reviewed and is not current as written. Required changes are displayed below.		
<input type="checkbox"/>	The attached Intergovernmental Agreement (IGA) has been reviewed and is not current as written. Required changes are attached.		
Approval Authority Printed Name			
Approval Authority Signature			
Date			
Received at EMD by:		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:

8/25/2015

AGENDA REQUEST FORM

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

Agenda Item #: 5

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: Pacific County Sheriff's Office	DIVISION (if applicable): PCEMA
OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director	PHONE / EXT: 360-875-9338
SIGNATURE: 	DATE: 08/14/2015
NARRATIVE OF REQUEST Request approval of amended contract #E15-134(B) with the Washington State Emergency Management Division. These changes allow for PCEMA to utilize EMPG funding to cover the cost of the Hazard Mitigation Plan not covered by the Hazard Mitigation Grant (\$7400) as well as to purchase educational materials for use at the Pacific County Fair. Also ask that the Chair sign the amendment. The net amount of the contract remains unchanged.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Washington State Military Department AMENDMENT

1. SUB-GRANTEE NAME/ADDRESS: Pacific County Emergency Management PO Box 101 South Bend, WA 98586		2. GRANT AGREEMENT NUMBER: E15-134	3. AMENDMENT NUMBER: B
4. SUB-GRANTEE CONTACT, NAME/PHONE/EMAIL: Scott McDougall, (360) 875-9338 smcdougall@co.pacific.wa.us		5. DEPARTMENT CONTACT, NAME/PHONE/EMAIL: Sierra Wardell, (253) 512-7121 sierra.wardell@mil.wa.gov	
6. TIN or SSN: 91-6001356	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.042 EMPG	8. FUNDING SOURCE NAME/AGREEMENT #: EMW-2014-EP-00033-S01	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: <p>The Work Plan (Exhibit C) and Budget (Exhibit E) are revised to reflect inclusion of hazard mitigation planning. Additional costs for a consultant, not covered by a Hazard Mitigation grant, are being added to this agreement. The additional activities are noted in grey highlight in the Work Plan Program Area #2 Planning. The Budget is further modified to include funding from Equipment to Organizational>Goods and Services for preparedness supplies.</p> <p>In addition, the sub-grantee is requesting an extension to allow adequate time to capture all costs under this grant agreement. Milestones are updated to reflect this change in the Timeline (Exhibit D).</p> <p>Finally, this amendment updates Key Personnel.</p>			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> 1. The overall grant agreement amount of \$19,311 remains unchanged. 2. Change the grant agreement end date from August 31, 2015 to September 30, 2015. 3. Update original Key Personnel, Exhibit A as follows: <ol style="list-style-type: none"> a. Change Key Personnel from Kristin Ramos to Sierra Wardell, sierra.wardell@mil.wa.gov (253) 512-7121 b. Change Key Personnel from Deborah Henderson to Tabitha Laird, Tabitha.laird@mil.wa.gov (253) 512-7461 4. Replace the existing Work Plan, Exhibit C (Amendment A), with the attached Revised Work Plan, Exhibit C. 5. Replace the original Milestones Timeline, Exhibit D, with the attached Revised Milestone Timeline, Exhibit D. 6. Replace the existing Budget Sheet, Exhibit E (Amendment A), with the attached Revised Budget Sheet, Exhibit E. <p>This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.</p>			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> <div>Richard A. Woodruff, Contracts Administrator Washington State Military Department</div>		<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> <div>Steve Rogers, Chair Board of County Commissioners</div>	
BOILERPLATE APPROVED AS TO FORM Brian E. Buchholz (signature on file) 6/13/2012 Assistant Attorney General		APPROVED AS TO FORM (if applicable):	
Applicant's Legal Review		Date	

Form Date: 10/27/00

REVISED 14EMPG WORK PLAN**Emergency Management Organization: Pacific County**

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant. The Work Plan delineates the EMO's emergency management program planning and priority focus for this grant cycle (to include 14EMPG grant and local funds).

Program Area #1		Preparedness	
Preparedness communications publication and dissemination; finalization of the Bus Mobilization MOU			
Emergency Management Function:		Crisis Communications, Public Education and Information	
#	Activity	Sustainment or Enhancement	
ACTIVITIES	1	Agency Newsletter	Sustainment
		<i>Description:</i> Publish a bi-monthly newsletter to disseminate the agency preparedness and prevention themes as well as providing preparedness information to the public.	
	2	Bus Mobilization MOU	Enhancement
		<i>Description:</i> Drafting of a Memorandum of Understanding between the County and local County Public Transportation for the coordination of critical transportation resources in response to all hazards disasters and large scale incidents	
	3	Travel	Enhancement
		<i>Description:</i> Travel to and from public education events, travel between the two EOC's in the county, travel to each of the tsunami evacuation assembly areas, travel to AHB Siren sites for battery maintenance. Travel to gather information for Preparedness Post Newsletter. Also include travel for facilitation of emergency management services where an EOC activation is not indicated.	

Program Area #2		Planning	
Update the Pacific County Comprehensive Emergency Management Plan (CEMP) and Emergency Support Functions (ESFs)			
Emergency Management Function:		Operational Planning	
#	Activity	Sustainment or Enhancement	
ACTIVITIES	1	Update Pacific County CEMP	
		Sustainment	
	Description:	Hold bi-monthly workshops to update the CEMP and ESFs to identify and address planning gaps and address response areas including, but not limited to, hazard vulnerability, public information, and communications to provide planning and preparedness to minimize the health, safety and economic impacts of emergency situations and all hazard incidents	

	Complete Animal Welfare Appendix to ESF 11		Enhancement
	2	<i>Description:</i> Identify the key policies, concepts of operations, roles and responsibilities, and capabilities associated with ESF-11 Agriculture, Animal Welfare and Natural Resources. Specific operating procedures and protocols will be addressed in documents maintained by the participating organizations, and will provide Household Animal Pet Support in relation to ESF-6 Mass Care Annex during emergencies/disasters.	
	Implement Animal Welfare procedures per ESF 11 Appendix		Enhancement
	3	<i>Description:</i> Coordinate with participating organizations to develop an implementation plan for the Animal Welfare Appendix and develop related training and/or exercise activities at the county level	
	Hazard Mitigation Planning		Enhancement
	4	<i>Description:</i> Utilize a contractor to revise, update, and rewrite the hazard mitigation plan. The contractor will actively work with stakeholders within the community to identify hazards and develop mitigation strategies and plans.	

Program Area #3		Emergency Operations Center (EOC) Training	
Quarterly training, coordination of county-wide "Great Washington Shake Out" drill, and planning/execution of a regional full scale exercise (FSE)			
Emergency Management Function:		Training	
#	Activity	Sustainment or Enhancement	
ACTIVITIES	1	Quarterly EOC Training	
		Description:	Provide quarterly EOC training following ICS principles on a quarterly basis for all personnel who anticipate working in the EOC during exercises or activations
	2	Emergency Notification Training	
		Description:	Provide monthly training and testing of the emergency notification system for EOC personnel and other county staff as appropriate
	3	Great Washington Shake Out	
		Description:	Promote county staff participation, registration, training, and coordination for the Great Washington Shake Out Drill
	4	Full Scale Exercise	
		Description:	Plan, execute, and evaluate a regional full scale exercise, to include an Improvement Plan and applicable corrective action items

Program Area #4		Emergency Operations Center (EOC) Enhancements		
Reconfiguration of EOC for more efficient traffic flow and workspaces				
Emergency Management Function:		Facilities		
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Reconfiguration and revision of EOC		Enhancement
		Description:	Evaluate and revise current EOC layout and determine workspace equipment needs (desks, information technology, storage, etc.)	

2	Purchase equipment to use in the enhanced EOC	Enhancement
	<i>Description:</i> Purchase approved equipment and supplies for the EOC enhancement project. Complete EHP as applicable, and obtain equipment approvals, in advance, as applicable	
3	Installation, labor and coordination of EOC Enhancements	Enhancement
	<i>Description:</i> Installation of EOC equipment and materials for the completion of the EOC enhancement project	

Program Area #5		Training
Provide for training and professional development for Director and new Deputy Director, to enhance the capability and capacity of the agency. Continue training of volunteer staff and public.		
Emergency Management Function:		Training
#	Activity	Sustainment or Enhancement
ACTIVITIES	1	WSEMA Conference
	<i>Description:</i>	Conference fees, not to include membership dues, for the Pacific County Emergency select management personnel to attend WSEMA
	2	National Incident Management System (NIMS) Training
	<i>Description:</i>	Continue required NIMS training for current and new Pacific County Emergency Management personnel; maintain records of completed training; demonstrate progress toward EMPG required NIMS training.

REVISED MILESTONE TIMELINE**FFY14 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2014	Start of Grant Agreement performance period.
December 31, 2014	Submit reimbursement request
March 31, 2015	Submit reimbursement request
June 30, 2015	Submit reimbursement request
August 31, 2015 September 30, 2015	End of grant performance period.
October 15, 2015 November 14, 2015	Submit final reimbursement request, additional reports, and/or deliverables.

REVISED Budget Sheet
FFY14 Emergency Management Performance Grant Program

14EMPG Grant Award \$19,311.00
 Adjustment \$0.00
 Amended 14EMPG Grant Award **\$19,311.00**

SOLUTION AREA	BUDGET CATEGORY	Original Amount	Modification	Amended Amount	NARRATIVE
PLANNING	Salaries & Benefits	\$ -	\$ -	\$ -	
	Overtime/Backfill	\$ -	\$ -	\$ -	
	Consultants/Contractors	\$ -	\$ 7,400	\$ 7,400	Hazard Mitigation Contractor
	Goods & Services	\$ -		\$ -	
	Travel/Per Diem	\$ -	\$ -	\$ -	
	Indirect	\$ -	\$ -	\$ -	
	<i>Subtotal</i>	\$ -	\$ 7,400	\$ 7,400	
ORGANIZATIONAL	Salaries & Benefits	\$ -		\$ -	
	Overtime/Backfill	\$ -		\$ -	
	Consultants/Contractors	\$ 8,000	\$ (7,400)	\$ 600	Reconfiguration of EOC
	Goods & Services	\$ -	\$ 3,940	\$ 3,940	Preparedness Supplies
	Travel/Per Diem	\$ 4,011		\$ 4,011	Public Education/Crisis Communications
	Indirect	\$ -		\$ -	
	<i>Subtotal</i>	\$ 12,011	\$ (3,460)	\$ 8,551	
EQUIP	Equipment	\$ 4,000	\$ (3,940)	\$ 60	EOC enhancements/Collapsible animal crates
	Indirect	\$ -	\$ -	\$ -	
	<i>Subtotal</i>	\$ 4,000	\$ (3,940)	\$ 60	
TRAINING	Salaries & Benefits	\$ -	\$ -	\$ -	
	Overtime/Backfill	\$ -	\$ -	\$ -	
	Consultants/Contractors	\$ 1,800	\$ -	\$ 1,800	Preparedness Newsletter
	Goods & Services	\$ -	\$ -	\$ -	
	Travel/Per Diem	\$ 1,500	\$ -	\$ 1,500	ICS 300/400
	Indirect	\$ -	\$ -	\$ -	
	<i>Subtotal</i>	\$ 3,300	\$ -	\$ 3,300	
TOTAL Grant Agreement Contract					
AMOUNT:		\$ 19,311	\$ -	\$ 19,311	

- Pacific County will provide a match of **\$19,311**, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet must accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 743PT – EMPG

14EMPG WORK PLAN

Emergency Management Organization:

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan and be NIMS compliant. The Work Plan delineates the EMO's emergency management program planning and priority focus for this grant cycle (to include 14EMPG grant and local funds).

Program Area #1		Preparedness		
Preparedness communications publication and dissemination; finalization of the Bus Mobilization MOU				
Emergency Management Function:		Crisis Communications, Public Education and Information		
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Agency Newsletter		Sustainment
		Description:	Publish a bi-monthly newsletter to disseminate the agency preparedness and prevention themes as well as providing preparedness information to the public.	
	2	Bus Mobilization MOU		Enhancement
		Description:	Drafting of a Memorandum of Understanding between the County and local County Public Transportation for the coordination of critical transportation resources in response to all hazards disasters and large scale incidents	

Program Area #2		Planning		
Update the Pacific County Comprehensive Emergency Management Plan (CEMP) and Emergency Support Functions (ESFs)				
Emergency Management Function:		Operational Planning		
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Update Pacific County CEMP		Sustainment
		Description:	Hold bi-monthly workshops to update the CEMP and ESFs to identify and address planning gaps and address response areas including, but not limited to, hazard vulnerability, public information, and communications to provide planning and preparedness to minimize the health, safety and economic impacts of emergency situations and all hazard incidents	
	2	Complete Animal Welfare Appendix to ESF 11		Enhancement
		Description:	Identify the key policies, concepts of operations, roles and responsibilities, and capabilities associated with ESF-11 Agriculture, Animal Welfare and Natural Resources. Specific operating procedures and protocols will be addressed in documents maintained by the participating organizations, and will provide Household Animal Pet Support in relation to ESF-6 Mass Care Annex during emergencies/disasters.	
	3	Implement Animal Welfare procedures per ESF 11 Appendix		Enhancement
		Description:	Coordinate with participating organizations to develop an implementation plan for the Animal Welfare Appendix and develop related training and/or exercise activities at the county level	

Program Area #3		Emergency Operations Center (EOC) Training		
Quarterly training, coordination of county-wide "Great Washington Shake Out" drill, and planning/execution of a regional full scale exercise (FSE)				
Emergency Management Function:		Training		
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Quarterly EOC Training		Sustainment
		Description:	Provide quarterly EOC training following ICS principles on a quarterly basis for all personnel who anticipate working in the EOC during exercises or activations	
	2	Emergency Notification Training		Sustainment
		Description:	Provide monthly training and testing of the emergency notification system for EOC personnel and other county staff as appropriate	
	3	Great Washington Shake Out		Sustainment
		Description:	Promote county staff participation, registration, training, and coordination for the Great Washington Shake Out Drill	
	4	Full Scale Exercise		Enhancement
		Description:	Plan, execute, and evaluate a regional full scale exercise, to include an Improvement Plan and applicable corrective action items	

Program Area #4		Emergency Operations Center (EOC) Enhancements		
Reconfiguration of EOC for more efficient traffic flow and workspaces				
Emergency Management Function:		Facilities		
# Activity			Sustainment or Enhancement	
ACTIVITIES	1	Reconfiguration and revision of EOC		Enhancement
		Description:	Evaluate and revise current EOC layout and determine workspace equipment needs (desks, information technology, storage, etc.)	
	2	Purchase equipment to use in the enhanced EOC		Enhancement
		Description:	Purchase approved equipment and supplies for the EOC enhancement project. Complete EHP as applicable, and obtain equipment approvals, in advance, as applicable	
	3	Installation, labor and coordination of EOC Enhancements		Enhancement
		Description:	Installation of EOC equipment and materials for the completion of the EOC enhancement project	

Program Area #5	Training
Provide for training and professional development for Director and new Deputy Director, to enhance the capability and capacity of the agency. Continue training of volunteer staff and public.	

Emergency Management Function:		Training	
# Activity			Sustainment or Enhancement
ACTIVITIES	1	WSEMA Conference	Sustainment
		<i>Description:</i> Conference fees, not to include membership dues, for the Pacific County Emergency select management personnel to attend WSEMA	
	2	National Incident Management System (NIMS) Training	Enhancement
		<i>Description:</i> Continue required NIMS training for current and new Pacific County Emergency Management personnel; maintain records of completed training; demonstrate progress toward EMPG required NIMS training.	

MILESTONE TIMELINE**FFY14 Emergency Management Performance Grant Program**

MILESTONE	TASK
June 1, 2014	Start of Grant Agreement performance period.
December 31, 2014	Submit reimbursement request
March 31, 2015	Submit reimbursement request
June 30, 2015	Submit reimbursement request
August 31, 2015	End of grant performance period.
October 15, 2015	Submit final reimbursement request, additional reports, and/or deliverables.

Budget Sheet
FFY14 Emergency Management Performance Grant Program

SOLUTION AREA	BUDGET CATEGORY	AMOUNT	NARRATIVE
PLANNING	Salaries & Benefits	\$ -	
	Overtime/Backfill	\$ -	
	Consultants/Contractors	\$ -	
	Goods & Services	\$ -	
	Travel/Per Diem	\$ -	
	Indirect	\$ -	
	<i>Subtotal</i>	\$ -	
ORGANIZATIONAL	Salaries & Benefits	\$ -	
	Overtime/Backfill	\$ -	
	Consultants/Contractors	\$ 8,000	Reconfiguration of EOC
	Goods & Services	\$ -	
	Travel/Per Diem	\$ -	
	Indirect	\$ -	
	<i>Subtotal</i>	\$ 8,000	
EQUIP	Equipment	\$ 8,011	Collapsible Animal Crates, EOC enhanced
	Indirect	\$ -	
	<i>Subtotal</i>	\$ 8,011	
TRAINING	Salaries & Benefits	\$ -	
	Overtime/Backfill	\$ -	
	Consultants/Contractors	\$ 1,800	Preparedness Post Newsletter
	Goods & Services	\$ -	
	Travel/Per Diem	\$ 1,500	WSEMA Conference , ICS 300/400 Training
	Indirect	\$ -	
	<i>Subtotal</i>	\$ 3,300	
TOTAL Grant Agreement Contract			
AMOUNT: \$		19,311	

- Pacific County will provide a match of \$19,311, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
- Cumulative changes to budget categories in excess of 10% of the grant agreement award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet must accompany each reimbursement request submitted.
- The Sub-grantee agrees to make all records available to Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 743PT – EMPG



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:
08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 6

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: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 8/17/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the reappointment of Diane Knutson and Rebecca Chaffee to another three year term on the Joint Pacific County Housing Authority	

**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, August 25, 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

128326 thru 128476 \$ 132,648.47

Warrants Dated: August 14, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:


Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

AUG 17 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

8

PROCEEDINGS

9:00 AM
Tuesday, July 28, 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
Eric Weston, Deputy Prosecutor
Wayne Leonard, Juvenile Court Administrator
Jeff Nesbitt, Vegetation Management Director
Katie Lindstrom, Health & Human Services Dept. Deputy Director

GENERAL PUBLIC IN ATTENDANCE

Pat Meyers, Willapa Harbor Herald (*recorded meeting*)
Two members (did not sign in)

PUBLIC COMMENT – None

YEARS OF SERVICE AWARDS

15 Years: Tammy Engel (DCD)
25 Years: Mike Kelm (DPW)

CONSENT AGENDA (Items 1-6)

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 Community Development

Approve Amendment #3 to the Contract with Watershed Company

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

Health & Human Services Department

**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**

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

General Business

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

Vendor Claims:

Warrants Numbered 127949 through 128093 - \$301,854.14

Approve regular meeting minutes of July 14, 2015

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve release of bid bond to Naselle Rock & Asphalt Co. regarding 2015 Chip Rock (2015-01 North County)

Adopt Resolution 2015-038 for temporary closure of P Street for culvert removal/replacement from August 17 through August 19, 2015

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve County Program Agreement #1563-44775 with DSHS for Early Intervention Program and authorize Chair to sign

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve hire Wesley Eastham, Spartina Field Technician/Airboat Operator, at a rate of \$16 per hour, effective July 29, 2015 through October 31, 2015, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve purchase of Maintenance Service Agreement for the Automated License Plate Readers and Back Office System Software in the amount of \$2,900, adopt 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, and acknowledge 3M Software License Agreement for ALPR Products, all subject to adequate budget appropriations

ITEMS REGARDING BOARDS & COMMISSION

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

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

Accept resignation from WRIA #24 Lead Entity Technical Advisory Group member, Craig Graeber

ITEMS REGARDING GENERAL BUSINESS

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

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

Approve Memorandum of Understanding for monthly stipend of \$325 for Assessor's Chief Deputy, effective June 1 through December 31, 2015, subject to adequate budget appropriations

Consider approval of Snapshot Audit Agreement with SpyGlass; authorize Chair to sign-**DEFERRED**

Approve Contract with Economic Development Council for personnel expenditures in accordance with Chapter 82.14.370(3)(a) in an amount not to exceed \$24,000, effective July 1, 2015 through December 31, 2017, subject to adequate budget appropriations

Adopt Resolution 2015-040 calling for a special election for 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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

Consider award of remodel project for server room to BiltWise-**DEFERRED**

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

Authorize qualified FMLA and Leave Credit Transfers and assign expiration date of December 31, 2015

ITEMS REGARDING JUVENILE COURT SERVICES

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

Approve Interagency Agreement #IAA 16085 with State of WA Administrative Office of the Courts and authorize Juvenile Court Administrator to sign

ITEMS REGARDING GENERAL BUSINESS

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

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

Vendor Claims
Warrants Numbered 128094 thru 128176 - \$222,826.55

RECESS – 9:19AM

PUBLIC HEARING 10:00AM

ATTENDANCE: Chairman Rogers, Commissioner Wolfe, and Commissioner Ayers

OTHERS: Kelsey Balensifer

Chairman Rogers opened the public hearing to consider the Assembly Permit as submitted by the Astoria-Warrenton Chamber of Commerce for their annual Great Columbia Crossing Run. Kelsey Balensifer was sworn in and provided an overview of the event

Chairman Rogers closed the public hearing.

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

Approve the Assembly Permit Application as submitted by the Astoria-Warrenton Chamber of Commerce for their Great Columbia Crossing Run to be held October 11, 2015

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

EXECUTIVE SESSION - None

MEETING CLOSED – 10:02AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

OTHER BUSINESS FOR FILING

Copy of Medicaid Provider Disclosure Statement signed by Commissioner Steve Rogers

Copy of letter sent to Sheriff Scott Johnson received from James B. Dunnigan regarding suspicious person/incident at 282nd Lane in Ocean Park.

Letter from WA State Auditor regarding 2015 audit.

Letter from State of WA Department of Health re: revolving fund emergency loan program.

Copy of Statement of Intent to Deny Marijuana License Application for Babcock Bench Farms, LLC UBI#6033542570010003

WA State Liquor Control Board notice of expiring license for Dock of the Bay, Clatsop Distributing Company, Chico's Pizza Parlor and North Jetty Brewing.

Copy of letter sent to WA State Liquor Control Board approving special occasion liquor license for the Jazz & Oysters Event.

Certificate of Liability Insurance for the Chinook Observer (East Oregonian Publishing Company).

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

WORKSHOPS/MEETINGS HELD – No action taken

July 6, 2015

Departmental Briefings

Workshop re: 0.09% funding

July 13, 2015

Annual Risk Pool Meeting

Meeting Agenda Review

Workshop re: courthouse repairs

Workshop with The Nature Conservancy

Workshop re: Seaview

Workshop re: vehicles

Workshop w/ Sheriff re: recent homicide & 4th of July

July 14, 2015

Board of Health/Commissioners Meeting

Public Hearing-Overall Economic Development Plan

Workshop re: draft Ordinance 177 (currently 164)

Joint (Elected/Appointed) Management Meeting

Workshop w/ Prosecutor re: updates

Workshop w/ Assessor re: staffing

July 15, 2015

Board of Equalization meeting

July 20, 2015

Workshop re: Overall Economic Development Plan

Workshop w/ DPW re: remodel projects

Board of Equalization meeting

Departmental Briefings

July 22, 2015

Workshop w/ Auditor re: staffing

July 27, 2015

State Auditor Entrance Conference

Meeting Agenda Review

July 28, 2015

Board of Health/Commissioners Meeting

Public Hearing-Great Columbia Crossing Run Assembly Permit

Workshop w/ Treasurer re: foreclosures & interest

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PROCEEDINGS

9:00 AM
Tuesday, August 11, 2015

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:02AM

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
Eric Weston, Deputy Prosecutor
Wayne Leonard, Juvenile Court Administrator
Jeff Nesbitt, Vegetation Management Director
Katie Lindstrom, Health & Human Services Dept. Deputy Director

GENERAL PUBLIC IN ATTENDANCE – None

PUBLIC COMMENT – None

CONSENT AGENDA (Items 1-6)

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 Community Development

**Approve appointment of Stacy Friscia, Environmental Health Specialist,
Grade 13 Step 1, effective July 31, 2015**

Health & Human Services Department

**Approve Amendment #16 to Agreement #1163-27318 with Department of
Social & Health Services-Division of Behavioral Health & Recovery and
authorize Chair to sign**

Assessor's Office

**Approve disposal of Dell computer workstation in accordance with Personal
Property Inventory Procedures & Policy**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Boards and Commissions

Approve reappointment of Doug Camenzind to Weed Control Board for another four year term

General Business

Approve July 2015 payroll; total employees: 192; total payroll \$751,111.69

Vendor Claims:

Warrants Numbered 128177 through 128250 - \$148,248.25

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Award bid for remodel of server room to BiltWise in an amount not to exceed \$8,000, including sales tax, and to Total Electric for electrical portion of remodel project in an amount not to exceed \$2,296.86, subject to adequate budget appropriations

Approve Local Agency Agreement and Local Agency Project Prospectus #91280 for South Valley Road repairs and Local Agency Agreement and Local Agency Project Prospectus #96300 for Butte Creek Road repairs, and authorize Chair to sign

Approve Special Event Use Agreement with Matthew Taron for use of Morehead County Park from August 14 through 16, 2015, subject to submission of Certificate of Insurance and with the understanding that camp fires will only be allowed in the fire pit and authorize Chair to sign

ITEMS REGARDING COUNTY FAIR

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

Award of Request for Proposals for Veterinary Services to Ken Olsen, of Willapa Veterinary Services and authorize Contract for Services, subject to Risk Management and Legal review and approval *(Ken Olsen has decided to volunteer for all vet checks for the fair; no contract will be needed)*

Approve the 2015 Fair concessionaires' contracts with Hungarian Kitchen, Bach Eats, Marsalee's Thai Food, Thary Yi, Elixir Coffee Tea and Flowers, Jim Hunter & Associates, Willapa Valley Class of 2016, Willapa Valley FCCLA, Willapa Valley/South Bend FBLA, Willapa Harbor Lions Club and Willapa Valley Booster Club, subject to receipt of insurance and payment and confirm Fair Manager's signature

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve County Program Agreement #1563-42487 for Prevention Services with Department of Social & Health Services and authorize Chair to sign

Approve Contract #2015-17 with Coastal Community Action Program for employment and program services in North County

Approve Contract #2015-17 with Coast Rehabilitation Inc. for employment and program services in South County

Approve Contract for School Nurse Services with Naselle-Grays River and Willapa Valley School Districts for the 2015-2016 school year

Approve purchase of laptop computer in an amount not to exceed \$1,500, including sales tax, subject to adequate budget appropriations

Consider approval of request to issue Request for Proposals for distribution of 0.1% Sales Tax for mental health and drug & alcohol treatment-**DEFERRED**

Approve of County Program Agreement #1563-43868 for Chemical Dependency treatment services with Department of Social & Health Services and authorize Chair to sign

Approve County Program Agreement #1563-45221 for Developmental Disabilities Services with Department of Social & Health Services and authorize Chair to sign

ITEMS REGARDING TREASURER'S OFFICE

Consider adoption of Resolution 2015-041 authorizing indefinitely limited-years' tax-delinquency certificates in accordance with Chapter 84.64.050 RCW **DEFERRED** until after the public hearing

ITEMS REGARDING VEGETATION MANAGEMENT

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

Request for increased wages for Richard Mark and Richard Ashley was withdrawn/no action taken

Approve Interagency Agreements with WA State Department of Agriculture #K1709 to eradicate Spartina and authorize Chair to sign, and #K1747 to control knotweed

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING CLERK'S OFFICE

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

Approve Annual Maintenance Agreement with Jury Systems Inc. and authorize Clerk to sign

ITEMS REGARDING RISK MANAGEMENT

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

Approve purchase of computer workstation from state bid in an amount not to exceed \$1,459.32, including sales tax, subject to adequate budget appropriations

ITEMS REGARDING BOARDS & COMMISSION

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

Approve Human Services Advisory Council name change to Human Services Advisory Board, increase membership to 15 and acknowledge By-Laws as adopted by the Advisory Board on July 13, 2015

Accept resignation of Doug Vial, "Business" Collector of tax member of the Lodging Tax Advisory Committee

ITEMS REGARDING GENERAL BUSINESS

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

Approve Memorandum of Understanding pertaining to the Smoke-Free Tobacco-Free Policy with Teamsters Union Local 252 and authorize Chair to sign

Approve Snapshot Audit Agreement with SpyGlass and authorize Chair to sign

Approve Quit Claim Deed related to the previously-approved Boundary Line Adjustment pertaining to Parcel #72052000000

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Award of the 227th Street Culvert Replacement project to Hill & Sons Excavating in the amount of \$22,659, including sales tax, subject to adequate budget appropriations *(One other bid received from Jubilee Construction LLC of Long Beach in the amount of \$54,850.97, including sales tax)*

Award of the Oldani/Nelson/Sienko Roads resurfacing projects to Naselle Rock & Asphalt Co. in the amount of \$133,440, including sales tax, subject to adequate budget appropriations *(One other bid received from Lakeside Industries Inc. of Centralia in the amount of \$146,892.80, including sales tax)*

Approve request to advertise and hire three temporary fair workers, effective August 24 through 29, 2015, at a rate of \$11/hour, subject to successful completion of background check and adequate budget appropriations

Approve the 2015 Carnival Contract with Paradise Amusements to provide carnival for the annual fair, subject to successful background check for all workers, if not provided by Paradise and acceptance of amended contract language by Paradise

ITEMS REGARDING GENERAL BUSINESS

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

Vendor Claims, Warrants Numbered 128251 thru 128325 - \$708,099.02, subject to adequate budget appropriations

EXECUTIVE SESSION – Not needed

RECESS – 9:24AM

PUBLIC HEARING 10:01AM

ATTEND: Chairman Rogers, Commissioner Wolfe, Commissioner Ayers, Deputy Prosecutor Eric Weston and Chief Treasury Investment Officer Shelly Flemetis

Chairman Rogers opened the public hearing and announced that the assembly permit application as submitted by H J Norris for the Hemp Festival has been withdrawn.

Chairman Rogers closed the hearing.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING TREASURER'S OFFICE

Consider adoption of Resolution 2015-041 authorizing indefinitely limited-years' tax-delinquency certificates in accordance with Chapter 84.64.050 RCW- following discussion, this item was **DEFERRED** to the August 25, 2015 meeting

MEETING CLOSED – 10:25AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

OTHER BUSINESS FOR FILING

Copy of letter to Comcast requesting the Commissioners' office number be removed from their billing.

Resignation letter received from Jeannie Briscoe, effective July 27, 2015.

Notice of Liquor License Application for Samplawski's Place, Inc. dba Tombstone Willey's Saloon & Grill.



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:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: *Michael Collins*

DATE: 8-17-15

NARRATIVE OF REQUEST

Resolution authorizing temporary road closure of 227th Place for culvert removal/replacement from Sept 15th through September 17th 2015.

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

Adopt Resolution 2015-041 for the temporary closure of 227th Place for culvert removal/replacement from September 15 through 17, 2015

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

**IN THE MATTER OF TEMPORARY CLOSURE OF 227th Place
ROAD NUMBER 23800 AT MP 0.50 FOR CULVERT REPLACEMENT**

WHEREAS, the cross culvert is failing on 227th Place at MP 0.50; and

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

WHEREAS, 227th Place proceeds west from State Route 103 and then connects with Sandridge Road; and

WHEREAS, alternate accesses are available to all residents; and

WHEREAS, the closure is expected to begin Tuesday, September 15, 2015 at approximately 6:30AM and conclude no later than Thursday, September 17, 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 227th Place 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 25th day of August, 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:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 10

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Local Agency Agreement for January Storm Reimbursement, corrected from 8/11 meeting to include 86.5% reimbursement for Incidental Permanent Restoration (hot mix asphalt).	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Local Agency Agreement with WA State Department of Transportation for Butte Creek Road project and authorize Chair to sign	



Washington State Department of Transportation

Agency County of Pacific

Address PO Box 66
South Bend, WA 98586

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Butte Creek Road No. 96300

Length N/A

Termini at MP 2.87 and MP 2.95

Description of Work

During the 1/5/15 storm event, Pacific County Road Crew personnel signed the road for closure to the traveling public, removed mud and shoulder material and top mat of chipseal to an approved site, and replaced the shoulder rock. Pacific County road crew personnel placed hot mix asphalt by grader patch. Work began 1/5/15 and was completed 1/8/15.

Project Agreement End Date

Claiming Indirect Cost Rate

Proposed Advertisement Date N/A

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE				
%	a. Agency			
	b. Other			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way				
%	f. Agency			
	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction				
100-86.5 %	k. Contract			
	l. Other			
	m. Other			
Federal Aid	n. Other agency @ 86.5	8199.02	1106.87	7092.15
Participation				
Ratio for CN	o. Agency	9047.05		9047.05
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	17,246.07	1,106.87	16,139.20
	r. Total Project Cost Estimate (e+j+q)	17,246.07	1,106.87	16,139.20

Agency Official

Washington State Department of Transportation

By

By

Title

Director, Local Programs

Date Executed



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:

08/25/15

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: DPW

DIVISION (if applicable): Communications

OFFICIAL NAME & TITLE: Mike Collins

PHONE / EXT: Director/County Engineer

SIGNATURE: *Michael Collins*

DATE: 08/13/15

NARRATIVE OF REQUEST

For the boards consideration to move forward with the replacement of 48 VDC Batteries in the Public Safety Building, per the 2015 Budget.

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

Approve purchase of 48 VDC batteries for the Public Safety Building in an amount not to exceed \$20,000, subject to adequate budget appropriations

REQUESTED MEETING DATE:

08/25/15

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS

DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: _____

DATE: _____

NARRATIVE OF REQUEST

Pacific County Fair requests board approval and signature for contract with Pitchwood, Inc. and the Pacific County Fair for the operation of a beer garden during the 2015 Pacific County Fair.

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

Approve Contract with Pitchwood, Inc. to operate a beer garden at the 2015 County Fair, subject to receipt of security plan, Certificate of Insurance and liquor license

Name of Contractor: Pitchwood Inc.

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):

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:

**CONTRACT
BETWEEN PACIFIC COUNTY FAIR
AND
PITCHWOOD, INC.**

THIS CONTRACT is made by and between **Pitchwood, Inc.** (“VENDOR”) and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as “COUNTY”, operator of the annual Pacific County Fair, hereinafter referred to as “FAIR”.

THIS CONTRACT allows the VENDOR to operate a “beer garden” at the County Fair from August 26 through 29, 2015 from the hours of 5:00PM to 9:00PM.

THE VENDOR AGREES AS FOLLOWS:

1. The VENDOR will lease the following described space during the period of August 26 through 29, 2015 for the 2015 Pacific County Fair: *Fenced enclosure between the Commercial Building and the Willapa Valley Booster Club building.*
2. Pay 100% of the total rental fee in the amount of one hundred fifty dollars (\$150) upon signing the CONTRACT. Checks must be payable to the Pacific County Fair. There will also be 20% of total profit (after expenses) due upon completion of the Fair.
3. A Certificate of Liability Insurance (in accordance with Section 18) and Form W-9 (attached) shall be submitted to the Commissioners’ Office with the signed CONTRACT by 4:00PM on Monday, August 24, 2015.
4. Shall provide certified security during the hours of operation (5:00PM – 9:00PM) and the security plan shall be submitted to the Fair Manager by 12:00PM on Monday, August 24, 2015, (but no later than 12:00PM on Tuesday, August 25, 2015) with a copy to the Pacific County Sheriff’s Office.
5. Be in compliance with Title 314 Washington Administrative Code for the WA State Liquor Control Board.
6. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods/drinks sold.
7. Not sell food or goods for less than the average price charged by all concessionaires at the Fair.
8. VENDOR shall ensure that no alcoholic beverage is removed from the “beer garden”.
9. Provide copy of Liquor License issued by the WA State Liquor Control Board enabling the sale of alcohol at the Pacific County Fairgrounds.
10. The beer garden shall be cordoned off at all times and minors shall not be allowed to enter at any time.
11. VENDOR shall obtain a Temporary Food Service License from the Pacific County Department of Community Development. This is the responsibility of the VENDOR. Failure to have license will result in a late fee to be charged by said department and possible shut down of booth, should VENDOR fail to obtain said license. Temporary Food Service License Application can be obtained from Department of Community Development; 360/875-9356, Monday through Thursday 7:30AM to 12:30PM.

VENDOR shall also ensure that one person with a valid food worker's card is present at all times during the "beer garden" hours of operation. Food handler card(s) must be available for the Community Development Food Inspector to check during a food inspection (Chapter 246-217 WAC). Food handler's cards can be obtained from the Department of Community Development; 360/875-9356, Monday through Thursday 7:30AM to 12:30PM.

The Food Inspector will be visiting the Fairgrounds throughout the Fair. All rules and guidelines of this department will be strictly adhered to and the Inspector's decision is final and will be upheld by the Fair staff.

12. The VENDOR shall not employ at the Fair persons required to register under Chapter 9A.44.130 RCW.
13. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.
14. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. VENDOR shall only use clean canvas flameproof paper, plastics or other decorating material. VENDOR must keep leased area neat and orderly at all times. VENDOR and its help must be neat and tidy in their dress and fully clothed, including shoes.
15. Remove all debris and temporary structures from County Fair property by 2:00PM on Sunday, August 30, 2015, or secure written permission to further hold leased space and later remove said property or said property shall be forfeited to the County at its option.

16. INDEMNIFICATION/HOLD HARMLESS

- A) **Indemnification by Vendor.** To the fullest extent permitted by law, the VENDOR 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 VENDOR, its employees, agents or volunteers or VENDOR's sub-vendors 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 VENDOR'S or its sub-vendors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the VENDOR 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 VENDOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the VENDOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the VENDOR are a material inducement to COUNTY to enter into the CONTRACT, are reflected in the VENDOR's compensation, and have been mutually negotiated by the parties.
- B) **Survival of VENDOR's Indemnity Obligations.** The VENDOR agrees all VENDORS's indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.

17. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this CONTRACT, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this CONTRACT shall be filed in any of the courts of competent jurisdiction in Pacific County, Washington.

- A) **Disputes.** Differences between the VENDOR and the COUNTY, arising under and by virtue of this CONTRACT, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due VENDOR shall be decided by the COUNTY'S CONTRACT representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S CONTRACT representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue.**
- B) **Choice of Law, Jurisdiction and Venue.** This CONTRACT has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this CONTRACT shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this CONTRACT shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- C) **Severability.** If a court of competent jurisdiction holds any part, term or provision of this CONTRACT to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the CONTRACT did not contain the particular provision held to be invalid.

If any provision of this CONTRACT is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this CONTRACT so that the original intent and purpose of the CONTRACT no longer exists, the COUNTY may, in its sole discretion, terminate this CONTRACT.

18. INSURANCE

Without limiting the VENDOR'S indemnification of COUNTY, and prior to commencement of this CONTRACT, VENDOR shall obtain, provide and maintain during the term of this CONTRACT, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A) **General Liability Insurance.** VENDOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B) **Workers' Compensation Insurance.** VENDOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- C) Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this CONTRACT shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its sub-vendors.

The VENDOR must name the COUNTY as an additional insured. The VENDOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that VENDOR's liability insurance policy shall so state.

19. PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT 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 VENDOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the VENDOR agrees to make them promptly available to the COUNTY. If the VENDOR considers any portion of any record provided to the COUNTY under this CONTRACT, whether in electronic or hard copy form, to be protected from disclosure under law, the VENDOR 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 VENDOR 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 VENDOR (a) of the request and (b) of the date that such information will be released to the requester unless the VENDOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the VENDOR 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 VENDOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the VENDOR for releasing records not clearly identified by the VENDOR as confidential or proprietary. The COUNTY shall not be liable to the VENDOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

20. CAUSE FOR TERMINATION: This contract may be terminated by the COUNTY if:

- A)** In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this CONTRACT.
- B)** There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this CONTRACT or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the VENDOR that is not first disclosed and approved by the COUNTY in public meeting.
- C)** Termination by the COUNTY as otherwise provided for in this CONTRACT.

VENDOR agrees that VENDOR will perform services under this CONTRACT as an independent VENDOR and not as an agent, employee, or servant of COUNTY. The parties agree that VENDOR is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control VENDOR'S own activities in providing services in accordance with the specifications set out in this CONTRACT. COUNTY shall only have the right to ensure performance. VENDOR agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS CONTRACT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this CONTRACT.

The VENDOR may not delegate or assign their duties or rights without written permission of the COUNTY.

Should the need arise during the term of this CONTRACT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Kathy Spoor, County Administrative Officer/Risk Manager
P O Box 187
South Bend, WA 98586
360/875-9334

For VENDOR: Pitchwood, Inc.
74 Washington Cemetery Road
Raymond, WA 98577
360/942-5313

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

PITCHWOOD , INC.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Signature

Date

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

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:

08/25/15

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

☐ 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): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: 8/14/2015

NARRATIVE OF REQUEST

Pacific County Fair request Board to consider approval of 2015 Entertainment Contracts and confirm Fair Manager's signature.

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

Approve the 2015 Fair entertainment contracts with Tony Wintrip, Scott McDougall, Cole, Leah, and Emma Van Blaricom, Old Tim Jam Fiddle Festival, Country Mile, Anitize, and LuLu Fever, subject to adequate budget appropriations and confirm Fair Manager's signature

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
TONY WINTRIP**

THIS AGREEMENT is made by and between **TONY WINTRIP** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 120 minute show on the Main Stage at the 2015 Pacific County Fair on the date and time specified:

**FRIDAY, AUGUST 28, 2015
8-10 PM**

IT IS AGREED that the ENTERTAINER will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$500 (FIVE HUNDRED AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The ENTERTAINER shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Tony Wintrip
23 Rue Creek Rd
Raymond, WA 98577

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

TONY WINTRIP

By: Tony Wintrip

Date

PACIFIC COUNTY FAIR

By: Dotsi Graves, Fair Manager

Date

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
SCOTT McDOUGALL**

THIS AGREEMENT is made by and between **SCOTT McDOUGALL** ("Entertainer") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 60 minute show on the Main Stage at the 2015 Pacific County Fair on the date and time specified:

THURSDAY, AUGUST 27, 2015 AT 5 PM

IT IS AGREED that the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show ~~and will provide its own sound system.~~

IT IS FURTHER AGREED that the FAIR will pay **\$350** (THREE HUNDRED FIFTY AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The ENTERTAINER shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

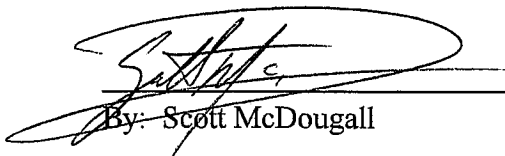
Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Scott McDougall
904 W 21st St #15
Vancouver, WA 98660

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.


By: Scott McDougall 5/11/15
Date

PACIFIC COUNTY FAIR

By: Dotsi Graves, Fair Manager 5/29/15
Date

AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
COLE VANBLARICOM, LEAH VANBLARICOM
AND EMMA VANBLARICOM

THIS AGREEMENT is made by and between **COLE VANBLARICOM, LEAH VANBLARICOM AND EMMA VANBLARICOM** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 60 minute show on the Main Stage at the 2015 Pacific County Fair on the date and time specified:

SATURDAY, AUGUST 29, 2015
12 PM to 1:30 PM

IT IS AGREED that the ENTERTAINER will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$300 (THREE HUNDRED AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The ENTERTAINER shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement

and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Cole, Leah and Emma VanBlaricom
3110 N Valley Green Way
Meridian, ID 83646

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

Cole VanBlaricom 5/29/15
By: Cole VanBlaricom Date

Leah VanBlaricom 5/29/15
By: Leah VanBlaricom Date

Emma VanBlaricom 5/29/15
By: Emma VanBlaricom Date

PACIFIC COUNTY FAIR
Dotsi Graves 6/30/15
By: Dotsi Graves, Fair Manager Date

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
OLD TIME JAM FIDDLE FESTIVAL**

THIS AGREEMENT is made by and between **OLD TIME JAM FIDDLE FESTIVAL** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 60 minute show on the Main Stage at the 2015 Pacific County Fair on the date and time specified:

ALL PERFORMANCES WILL BE ON THE MINI STAGE

Wednesday, August 26th at 1 PM, 3 PM and 5 PM

Thursday, August 27th at 1 PM, 3 PM and 6:30 PM

Friday, August 28th at 1 PM, 3 PM and 5 PM

Saturday, August 29th at 1 PM, 3 PM and 6:30 PM

**VARIOUS OTHER PERFORMANCES WILL BE AROUND THE
FAIRGROUNDS THROUGHOUT THE ENTIRETY OF THE FAIR**

IT IS AGREED that the ENTERTAINER will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$1,000 (ONE THOUSAND AND NO/100 DOLLARS), to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Old Time Jam Fiddle Festival
c/o Sandy Bradley

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

Sandy L Bradley 7-26-15
By: Date

PACIFIC COUNTY FAIR

Dotsi Graves 7/30/15
By: Dotsi Graves, Fair Manager Date

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
COUNTY MILE**

THIS AGREEMENT is made by and between **COUNTRY MILE** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the **ENTERTAINER** to perform one (1) 120 minute show on the Main Stage at the 2015 Pacific County Fair on the date and time specified:

**SATURDAY, AUGUST 29, 2015
2-4 PM**

IT IS AGREED that the **ENTERTAINER** will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the **FAIR** will pay \$300 (THREE HUNDRED AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this **AGREEMENT**, the **ENTERTAINER**, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the **COUNTY** and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the **ENTERTAINER**, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the **COUNTY**, its officers, its employees, or any combination thereof, the **ENTERTAINER**, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the **COUNTY**, its officers, its employees, or any combination thereof.

The **ENTERTAINER** shall maintain, and upon request of the **COUNTY**, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this **AGREEMENT**. The **ENTERTAINER** must name the **COUNTY** as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The **ENTERTAINER** shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: County Mile
PO Box 461
Tokeland, WA 98590

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

COUNTRY MILE

Carl M. Shubin 6-24-15
By: Date

PACIFIC COUNTY FAIR

Dotsi Graves 6/30/15
By: Dotsi Graves, Fair Manager Date

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
LULU LAFEVER**

THIS AGREEMENT is made by and between **LULU LAFEVER** ("Entertainer") and **PACIFIC COUNTY**, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform one (1) 90 minute show on the Main Stage at the 2015 Pacific County Fair on the date and time specified:

**FRIDAY, AUGUST 28, 2015
6:30-8:00 PM**

IT IS AGREED that the ENTERTAINER will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$350 (THREE HUNDRED FIFTY AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The ENTERTAINER shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:


For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Lulu LaFever
PO Box 189
Naselle, WA 98638

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

LULU LAFEVER


By: Lulu LaFever Date 7/10/2015

PACIFIC COUNTY FAIR


By: Dotsi Graves, Fair Manager Date 7/22/15

**AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
ANATIZE**

THIS AGREEMENT is made by and between ANATIZE ("Entertainer") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR".

THIS AGREEMENT provides for the ENTERTAINER to perform (1) 60 minute show on the Mini Stage at the 2015 Pacific County Fair on the date and time specified:

SATURDAY, AUGUST 29TH at 9 PM

IT IS AGREED that the ENTERTAINER will arrive sixty (30) minutes prior to the start of show. Pacific County Fair will provide sound system.

IT IS FURTHER AGREED that the FAIR will pay \$400 (FOUR HUNDRED AND NO/100 DOLLARS) for (1) show, to be paid at the conclusion of the performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the ENTERTAINER, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ENTERTAINER, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that ENTERTAINER's liability insurance policy shall so state. The ENTERTAINER shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply. The laws of the State of Washington shall govern the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this Agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this Agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this Agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ENTERTAINER that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this Agreement.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER's own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this Agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT: Anatize
c/o Justin Sansom
933 Summit Ave
Raymond, WA 98577
503-741-6178

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

ANATIZE

Justin Sansom 8/13/15
By: Justin Sansom Date

PACIFIC COUNTY FAIR

Dotsi Graves
By: Dotsi Graves, Fair Manager 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:

08/25/15

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

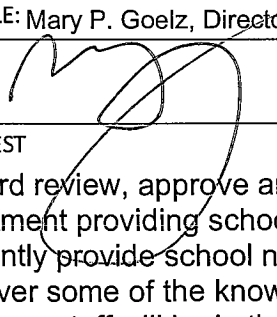
☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 8-17-15
NARRATIVE OF REQUEST Request the Board review, approve and sign the contract with the Ocean Beach School District related to the health department providing school nurse services for their school district. This is one of four school districts we currently provide school nurse services to. The contract does provide a slight increase in hourly fees to cover some of the known increases related to COLA's. This contract also increases the number of hours our staff will be in the OBSD to 32 hours per week. This funding was included in our 2015 budget and in our proposed 2016 budget. No supplemental will be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Service Contract for School Nurse Services with Ocean Beach School District	

Name of Contractor: <u>Ocean Beach School District</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): Service Contract for School Nurse Services	
Indicate type:	
<input checked="" type="checkbox"/> Intergovernmental/Interagency	<input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract
<input type="checkbox"/> Memorandum of Understanding/Agreement	<input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract
Contractor Type (check all that apply):	
<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other
Please 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): <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"> - 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):	
We have been providing school nursing to the OBSD since November of 2014. We have been providing similar services to three other schools in the county. We feel this is a worthwhile endeavor, not only for the financial reasons but for also for the coordination of services it provides to both of our programs.	
TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: ¹¹⁸ _____.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:

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Ocean Beach School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services which include: vision and hearing screening, immunization record review and follow up, puberty health education, and communicable disease investigation, surveillance and control for all students. The COUNTY will also provide telephone consultation.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August, 2015 and shall terminate on the 30th day of June 2016.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY \$59,551.80 for 1280 hours of direct nursing services plus an additional 9 hours of call time through the school year. Any hours in excess of these hours will be documented and paid at a rate of \$ 46.20 per hour.

The COUNTY agrees to pay any local, state or federal taxes applicable to compensation or income received by the COUNTY pursuant to this agreement.

The DISTRICT agrees not to bill nurse hours to State Administrative match for any outreach, linkage or system development activities

IV - COMPLIANCE WITH LAWS

The COUNTY, in performance of this agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans With Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other handicaps.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

VIII - SAVINGS AND SEVERABILITY

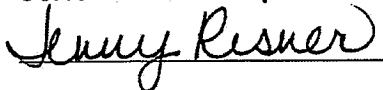
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore,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

IX - ENTIRE AGREEMENT

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of _____, 2015.

OCEAN BEACH
SCHOOL DISTRICT



Superintendent Jenny Risner

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board



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

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

REQUESTED MEETING DATE:
8/11/2015

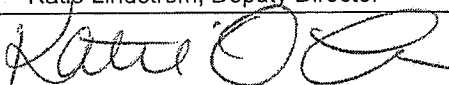
AGENDA REQUEST FORM

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>18 15</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 checked="" type="checkbox"/> DEFERRED TO:	<u>8/25/2015</u>		<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 & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 8-5-2015
NARRATIVE OF REQUEST Requesting approval to release the attached RFP to distribute .1% Sales Tax (for mental health & drug & alcohol treatment). The .1% Committee has been working over the past several months to develop this RFP and have proposed the following time line: RFP Released (Aug 17), RFP Due (Oct 16), Committee Judges applications to make funding recommendations (Oct 26), Funding rec to BOCC (Nov 10), Applicants notified (Nov 30), Project Performance period (Jan 2016-Dec 2017). I would like to advertise this RFP in the Chinook Observer for 2 weeks, post on the county website, and will also distribute to various behavioral health networks throughout the state (via email). Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to issue Request for Proposals for distribution of 0.1% Sales Tax for mental health and drug & alcohol treatment	



Public Health & Human Services



*Substance Abuse—Mental Health—Therapeutic Courts
.1% Sales & Use Tax
(Pacific County Ordinance #175)*

Request for Proposals

Updated August 17, 2015

Background

In 2005, Washington State approved legislation (RCW 82.14.460) allowing counties to raise local sales tax by one-tenth of one percent to augment state funding of mental health and substance abuse programs and services. This may include, but is not limited to: treatment services; case management; housing as a component of a coordinated substance abuse or mental health treatment program; operation or delivery of therapeutic court programs or services, etc.—one penny for every \$10 of purchase. Programs are required to be new or expanded. In January 2015, the Board of County Commissioner (BOCC) passed Ordinance #175, an ordinance relating to the sales and use tax for chemical dependency or mental health treatment and therapeutic court programs and services that authorized the implementation of the tax in Pacific County beginning in April 2015.

As part of the passage of the tax, the BOCC appointed a citizens advisory committee (.1% Committee) to provide recommendations related to the implementation, strategic goals and distribution of this new fund. As part of that process, this Request for Proposal was created to provide an open and equitable process for interested parties to submit proposals to access the .1% funds to provide mental health, substance abuse, and/or therapeutic treatment court services in Pacific County.

RCW 82.15.460

<http://apps.leg.wa.gov/rcw/default.aspx?cite=82.14.460>

Ordinance #175

<http://www.co.pacific.wa.us/ordres/ORD%20175%20final.pdf>

1. What is a Request for Proposal (RFP) and what is the purpose of this RFP?

RFPs are an opportunity to submit proposals for funding consideration. For this RFP, Pacific County is seeking qualified public, non-profit, for profit, and private contractors to submit proposals to provide services that support early identification and intervention for mental illness and/or substance abuse.

2. What types of RFPs will be considered for funding?

Pursuant to applicable State law and Pacific County ordinances, these funds shall be used to support programs or services that reduce the impact to and improve the lives of individuals in Pacific County affected by mental illness or substance abuse disorders. Proposals should address one or more of the strategic themes and goals listed in the **Appendix - Strategic Themes & Goals**

3. Who is eligible to apply?

Any entity eligible to do business in Washington State who can meet Pacific County liability insurance requirements and comply with federal and state non-discrimination laws are eligible to apply. Examples of such entities include, but are not limited to:

- School districts
- Public agencies
- Non-profit organizations
- For profit businesses
- Religious institutions

4. What are the insurance requirements?

A certificate of insurance is required that shows coverage for the proposed services. The certificate shall name Pacific County as an additional insured for activities and include a cancellation notice that provides a thirty (30) day notice to the County if the policy is cancelled or altered.

Comprehensive general liability insurance coverage with a minimum combined single limit per occurrence of \$1,000,000 and a minimum of \$2,000,000 per aggregate is required. If the contractor is unable to meet the insurance minimums set forth, the contractor shall contact the County Risk Manager to discuss insurance options.

5. When will funding decisions be announced?

All applicants should expect to hear on or before December 9, 2015.

6. How much funding is available?

We anticipate approximately \$200,000 will be available per year. The BOCC may select one or more contractors to provide any or all services. Applicants are strongly encouraged to outline how they will leverage other funding sources and/or partner with other agencies to achieve the stated goals.

7. How and when do I submit the RFP?

All RFPs must be COMPLETE. The original RFP including all supporting materials **must be RECEIVED by 5:00 p.m. on October 26, 2015** via email to:

Katie Lindstrom, Deputy Director
Pacific County Health & Human Services
koien@co.pacific.wa.us

8. What if I have a question about the RFP process or document?

Written inquiries regarding RFP content and process **must be RECEIVED by 5:00 p.m. on September 14, 2015** via email to:

Katie Lindstrom, Deputy Director
Pacific County Health & Human Services
koien@co.pacific.wa.us

Responses to inquiries will be posted at <http://co.pacific.wa.us/rfa-rfp-rfq/index.htm>.

9. What is the decision making process and RFP timeline?

All applicants who submit a complete RFP by the deadline will be required to make oral presentations to the .1% Committee during a public meeting. Oral presentations are tentatively scheduled for November 4, 2015. RFPs will be reviewed by the .1% Committee who make recommendations for awards to the BOCC. The BOCC will make the final funding determinations. Pacific County, in its sole judgment, reserves the right to determine which proposals best meet the County's needs. The County retains the right to reject any or all proposals or to waive formalities with or without cause.

RFP released	August 26, 2015
Questions regarding RFP document/process are due (via email)	September 14, 2015
(County responses to any questions posted)	September 21, 2015
RFPs due (via email)	October 26, 2015
Oral presentation by applicants (required)	November 4, 2015
Funding recommendations to BOCC	November 19, 2015
Applicants notified	December 9, 2015
Project performance period	January 1, 2016-December 31, 2017

10. What is the project performance period?

Contracts are expected to begin on or about **January 1, 2016**. Contracts will be up to **24** months in duration. Contract funding will be by **calendar year** and shall be paid on a cost-reimbursement basis. On-going funding is contingent upon adequate progress toward project goals that will be assessed regularly during the project performance period.

11. Other guidelines.

Expenditures for administrative overhead shall be a maximum of 10%. All RFPs submitted become the property of the County and will not be returned. It is understood and agreed applicants claim no property rights to the ideas contained therein.

RFP Check List

*Your RFP must include all of the following to be considered.
Please provide simple, concise information and include:*

- ☐ RFP Checklist (this page)
- ☐ Attachment A - Applicant Information Form
- ☐ Attachment B - Project Summary Form
- ☐ Attachment C - Project Narrative
- ☐ Attachment D - Budget
- ☐ Letters of commitment from any partners with whom you intend to collaborate for this project

Attachment A - Applicant Information Form

Applicant/Entity Name: _____ **Project Title:** _____

Primary Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

Physical Address: _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

UBI: _____ **Web Address:** _____

Attachment B - Project Summary

Project Title	
Applicant Name	
Project Summary (Brief overview of proposal. Please limit responses to space provided)	
Amount of .1% funds Requested	

1. **Purpose and Project Description:** Provide a detailed description of your proposed project and its purpose. Include the following information:
 - a. Clearly state the purpose, goals, and expected outcomes of your project, and identify how they will be measured.
 - b. Using the project work plan template provided, identify the strategies used to achieve each goal, and the specific activities that will be completed as part of the project.
 - c. Indicate whether the project is new or established. If established, indicate the date it began.
 - d. If applicable, identify the model the project is based upon and cite related research. A list of evidence-based practices can be found at: <http://www.nrepp.samhsa.gov/Index.aspx>.
2. **Needs Statement:** Describe why your project is needed. Include the following information:
 - a. Describe the causes, consequences, and magnitude of the issues your project will address.
 - b. Clearly show how your project aligns with the strategic themes and/or goals outlined in the **Appendix - Strategic Themes & Goals**.
 - c. Identify the project's intended audience. Include geographic areas to be served and other demographic information about project recipients.
 - d. If the proposed project provides services similar to those already available in the county, clarify the need for additional services.
3. **Collaboration:** Preference will be given to proposals demonstrating a collaborative approach. Describe any plans to collaborate with other community partners that will support project implementation. Include the following information:
 - a. Identify other organizations participating in the proposed project. Describe the roles and responsibilities of these organizations and include Letters of Commitment demonstrating partner investment as an attachment to the RFP.
 - b. Identify (source and amount) other funding that will be used to support the proposed project.
 - c. Identify "in-kind" and other non-monetary resources that will support the proposed project.
4. **Staff and Organizational Experience:** Provide an overview of the organization and staff who will be implementing the proposed project. Include the following information:
 - a. Discuss the capability and experience of the applicant organization.
 - b. Provide information about who will be responsible for project implementation including required qualifications for project staff.
5. **Evaluation:** Describe how project success will be measured. Include the following information:
 - a. Describe how you will ensure project fidelity.
 - b. Identify performance measures that will be tracked.
 - c. Describe how data will be used for project quality improvement.

Project Work Plan Template *(you may add more goals and/or activities as necessary)*

GOAL ONE:		
Strategy 1:		
Activity	Who's responsible?	By when?
Strategy 2:		
Activity	Who's responsible?	By when?

GOAL TWO:		
Strategy 1:		
Activity	Who's responsible?	By when?
Strategy 2:		
Activity	Who's responsible?	By when?

Attachment D - BUDGET

Year 1 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
TOTAL	\$	\$	\$

***Describe source of funds.**

Year 2 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
TOTAL	\$	\$	\$

*Describe source of funds.

NOTE:

If we cannot provide the full funding, what is the minimum dollar amount needed in order to still run your proposed project?

Please indicate how the project would be affected, if funded at this minimum amount.

Appendix - Strategic Themes & Goals

The .1% Committee has established the following strategic themes and goals. Entities that submit proposals for the use of the .1% sales tax fund should build their projects to address one or more of these specific goals.

Substance Abuse – Substance abuse and its effects upon the individual, their family and society are devastating and directly tied to the health and welfare of the community. The disease is far more complex than the mere abuse of and dependency on mood-altering chemicals, and recovery is far more complex than just becoming abstinent. Reducing the numbers of people affected by substance abuse is directly correlated with a decrease in crime, medical treatment and mental health issues within our community.

- Goal #1: Increase access to treatment and support services that promote recovery for adults and youth for residents who do not qualify for other funding sources.
- Goal #2: Provide services to individuals who present for treatment with a diagnosis of substance abuse as an early intervention strategy to reduce the long-term cost of providing services at a higher level.
- Goal #3: Promote engagement in treatment and recovery services by utilizing a best practice model that removes barriers that prevent individuals from being successful in treatment and recovery.
- Goal #4: Provide education, screening, referral and brief intervention services in the community.
- Goal #5: Increase case management, community support, and transition services for individuals with substance use disorders who are high utilizers of local/state systems, e.g., jail, inpatient, emergency rooms, etc.

Mental Health – Access to mental health care is critical to a healthy community. It is estimated 1 in 5 Washington residents will experience mental illness in a given year. With these significant numbers we are also experiencing a decrease in resources to adequately help and serve this population. With proper mental health treatment including early intervention we can reduce the impact upon our justice system and our community.

- Goal #1: Increase access and continuity in treatment and support services for families and individuals regardless of ability to pay.
- Goal #2: Reduce inappropriate use of county, municipal, and community resources by individuals who have co-occurring mental health and substance abuse issues.
- Goal #3: Improve quality of treatment and support services by utilizing best practice models to create innovative programs.
- Goal #4: Increase long term, supportive housing options/programs for individuals with severe and persistent mental illness.
- Goal #5: Increase case management, community support, and transition services for individuals with mental health diagnosis who are high utilizers of local/state systems, e.g., jail, inpatient, emergency rooms, etc.

Therapeutic Courts – Therapeutic courts are court-supervised treatment programs designed to treat addicted individuals to give them the tools they need to change their lives. Therapeutic courts reduce recidivism, substance abuse, child abuse and neglect, improve family relationships, and increase earning potential for participants. Therapeutic courts are comprised of a multi-disciplinary team, including substance abuse and mental health professionals, who adhere to the fidelity of the therapeutic court model. Most individuals participating in a therapeutic court program suffer from co-occurring substance abuse and mental health disorders.

- Goal #1: Implement therapeutic courts that adhere to the key components.
- Goal #2: Reduce substance abuse and promote long term recovery among participants in therapeutic courts.
- Goal #3: Reduce future involvement in the court system.
- Goal #4: Improve permanency placement process for children in Family Dependency Treatment Court.



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:

8/11/2015

AGENDA REQUEST FORM

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

Agenda Item #: 21 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☒ DEFERRED TO: 8/25/2015

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: PACIFIC COUNTY TREASURER' OFFICE

DIVISION (if applicable): TREASURER

OFFICIAL NAME & TITLE: RENEE GOODIN, TREASURER

PHONE / EXT: 360-875-9421 EXT 3420

SIGNATURE:

DATE: AUGUST 4, 2015

NARRATIVE OF REQUEST

I'm requesting that the Pacific County Commissioners, county legislative authority, pass a resolution under RCW 84.64.050 that will allow the county treasurer to issue a certificate for fewer than all years' taxes, interest, and costs to a minimum of the taxes, interest, and costs for the earliest year for real properties facing foreclosure.

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

Adopt Resolution 2015-042 authorizing indefinitely limited-years' tax-delinquency certificates in accordance with Chapter 84.64.050 RCW

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

RESOLUTION NO. 2015-_____

**AUTHORIZING INDEFINITELY LIMITED-YEARS'
TAX-DELINQUENCY CERTIFICATES**

WHEREAS, Chapter 84.64.050 RCW states that after the expiration of three years from the date of delinquency, when any property remains on the tax rolls for which no certificate of delinquency has been issued, the county treasurer must proceed to issue certificates of delinquency on the property to the county for all years' taxes, interest, and costs. However, the county treasurer, with the consent of the county legislative authority, may elect to issue a certificate for fewer than all years' taxes, interest, and costs to a minimum of the taxes, interest, and costs for the earliest year; and

WHEREAS, because the ongoing adverse economic climate has resulted in a number of parcels in the County being subject to tax foreclosure, a significant number of which are not normally delinquent, the Pacific County Treasurer is authorized to issue a certificate for fewer than all years' taxes, interest, and costs to a minimum of the taxes, interest, and costs for the earliest year; and

WHEREAS, pursuant to Chapter 84.56.020 RCW, interest would continue to accrue on delinquent taxes for all years, and, pursuant to Chapter 84.64.200 RCW, any parcel that must eventually be sold at tax foreclosure would be offered for sale for the full amount of all years' delinquent taxes, interest and costs; and

WHEREAS, the Board concurs that special circumstances justify issuance of certificates of tax delinquency in the current fiscal year for the three prior years' taxes, interest and costs, and that such authority should continue unless and until terminated by the Board upon the recommendation of the Treasurer, and now wishes to provide its consent to such issuance;

NOW, THEREFORE, BE IT RESOLVED, that the Board consents to the County Treasurer issuing certificates of tax delinquency for current fiscal year and for the three prior years' taxes, interest and costs; and

BE IT FURTHER RESOLVED, that the Treasurer's authority to issue certificates for such limited-years' delinquency shall continue each year unless and until terminated by the Board .

PASSED by the following vote this 11th day of August, 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



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:

08/25/15

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

RECEIVED
PACIFIC COUNTY

AGENDA ITEM REQUEST

AUG 11 2015

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

GENERAL ADMINISTRATION

DEPARTMENT/OFFICE: South District Court

DIVISION (if applicable): BOARD OF COMMISSIONERS

OFFICIAL NAME & TITLE: Douglas Goelz, Judge

PHONE / EXT: 2518

SIGNATURE: *Douglas Goelz*

DATE: 08/05/2015

NARRATIVE OF REQUEST

We are requesting to lease new copier. Our lease on our current copier ends on 12/31/2015. Three bids are attached. The lowest bid is from Solutions Yes and if accepted will save the county \$843.00 a year in lease payments. Funds for our current lease payment (\$218.00) are included in our fy2016 budget.

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

Approve request to lease copier from Solutions Yes in the amount of \$138 per month and authorize Judge to sign lease, subject to adequate budget appropriations

Name of Contractor: Solutions Yes

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

Lease agreement

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):

Current lease expires 12/31/15 and current supplier has filed bankruptcy. Solutions Yes has taken over our maintenance agreement from Astoria Business Equipment. ABECO filed bankruptcy earlier this year.

TOTAL COST/AMOUNT (include sales & use tax): \$148.77 per month/60 mos TOTAL TAX:

TOTAL SHIPPING/HANDLING: 0.00

EXPENDITURE FUND #: 001.560.512.45 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:



RECEIVED

AUG 04 2015

PACIFIC COUNTY
SOUTH DISTRICT COURT

Pacific County-
South District Court

60 month lease pricing

Kyocera 3051ci

30 page per minute Color

\$79/month

Included:

Network Print/Scan

Can print from MAC or PC without having to add extra software or Adobe Postscript chip

4 x 500 sheet Paper tray

\$13/month

DP772- Dual Scan Document Processor

\$17/month

DF770- Finisher (staple/sort)

\$16/month

Fax

\$13/month

Power Filter

Included

TOTAL:

\$138/month

Lease is fixed for the term

No delivery fee or network installation charges. Both are included.



Solutions YES Service Pricing:

Service Pricing Rates – Billed on a per copy basis. Billing is based on actual copies used for the month X the corresponding rate.

- All MFP's and printers will be covered by Solutions Yes on full maintenance contract which covers ALL parts, travel time, labor, toner and loaner machines (Loaner machines provided in the event Solutions Yes is unable to repair a given device within 24hrs).
- Black/White copies are billed at .0091 per copy
- Flat Rate Color is .071 per color copy

OR can be billed for color in a 3 tier format. Customer choice!

- Spot Color copies are billed at .03 per copy.
- Business Color Copies are billed at .045 per copy.
- Graphic Color Copies are billed at .065 per copy.



Pacific County-
South District Court

60 month lease pricing

Kyocera 3051ci

30 page per minute Color

\$104/month

Included:

Network Print/Scan

Can print from MAC or PC without having to add extra software or Adobe Postscript chip

4 x 500 sheet Paper tray

\$13/month

DP772- Dual Scan Document Processor

\$17/month

DF770- Finisher (staple/sort)

\$16/month

Fax

\$13/month

Power Filter

Included

TOTAL:

\$163/month

Lease is fixed for the term

No delivery fee or network installation charges. Both are included.

~~Includes~~ Paying off the remaining lease payments of current copier, Kyocera 300ci.
We will pick up your machine, sanitize any confidential data on machine hard drive.



Solutions YES Service Pricing:

Service Pricing Rates – Billed on a per copy basis. Billing is based on actual copies used for the month X the corresponding rate.

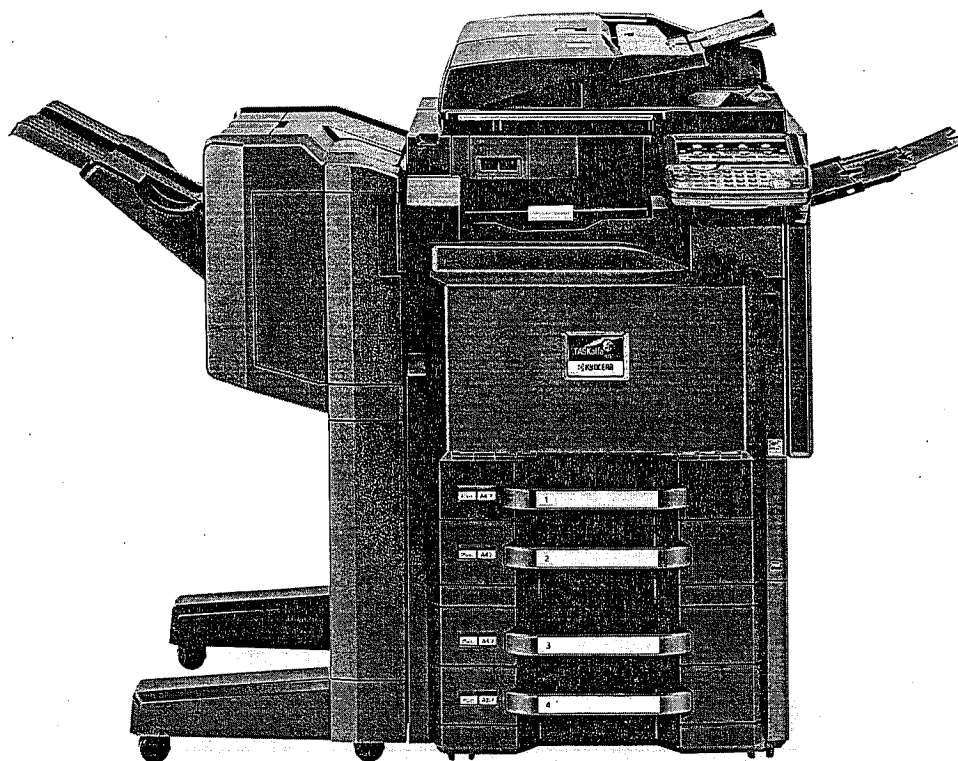
- All MFP's and printers will be covered by Solutions Yes on full maintenance contract which covers ALL parts, travel time, labor, toner and loaner machines (Loaner machines provided in the event Solutions Yes is unable to repair a given device within 24hrs).
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OR can be billed for color in a 3 tier format. Customer choice!

- Spot Color copies are billed at .03 per copy.
- Business Color Copies are billed at .045 per copy.
- Graphic Color Copies are billed at .065 per copy.

TASKalfa
› PRINT › COPY › SCAN › FAX
TASKalfa 3051ci
COLOR MULTIFUNCTIONAL
SYSTEM

POWERING COLOR PERFORMANCE... COMPANY-WIDE.



- › Vibrant, Color Output Up to 30 Pages Per Minute in Color and Black
- › Color Scan Up to 100 ipm
- › Intuitive and Customizable Touch Screen Control Panel
- › Advanced Finishing Options to Power Workflow
- › Robust and Scalable Business Applications
- › Statement - 12" x 18" Printing from the Paper Trays
- › Standard Gigabit Ethernet
- › Tab Printing Available Through Multi Purpose Tray
- › AirPrint Enabled for a Mobile Printing Solution

KYOCERA
Document Solutions

TASKalfa 3051ci

The TASKalfa 3051ci delivers all the functionality needed to help maximize productivity, bringing flexible configuration and advanced finishing abilities for exceptional color and black & white output. Seamlessly integrated business applications power workflow. And, when combined with KYOCERA's award-winning ultra-reliability and unique long-life technology, ensure superior performance and maximum efficiency. When it comes to document imaging innovation and quality you can rely on, the TASKalfa 3051ci delivers.

BASIC SPECIFICATIONS

Configuration: Color Multifunctional System – Print/Scan/Copy/Optional Fax

Pages Per Minute:

Color and Black – Letter: 30 ppm, Legal: 18 ppm, Ledger: 15 ppm, 12" x 18": 15 ppm (print only)

Warm Up Time: 25 Seconds or Less (Power On)

First Page Out:

Copy: 5.5 Seconds or Less Black, 7.3 Seconds or Less Color;

Print: 7.3 Seconds or Less Black, 9.5 Seconds or Less Color

Resolution / Bit Depth: 600 x 600 dpi; 9600 x 600 dpi interpolated / 8 bit depth

Memory / Hard Disk Drive: 3.5 GB RAM Standard / 160 GB HDD

Duplex: Standard Stackless Duplex Supports Statement to 12" x 18", 16 lb Bond - 120 lb Index (60 – 220gsm)

Standard Output Tray: Statement - 12" x 18" / 250 sheets; up to 12" x 48" Banner / Single Sheet

Electrical Requirements: 120V, 60Hz, 12.0A; 220-240V, 50Hz, 7.2A

Dimensions / Weight: 25.51" x 30.20" x 29.41" / 251.33 lbs

Maximum Monthly Duty Cycle: 150,000 Pages Per Month

PAPER SUPPLY

Standard Paper Sources:

Dual 500 Sheet Trays, 150 Sheet MPT; Auto Selection/Switching

Optional Paper Sources:

Dual 500 Sheet Trays (PF-730(B)), Dual 1,500 Sheet Trays (PF-740(B)); 3,000 Sheet Large Capacity Tray (PF-770)

Paper Capacity:

Standard: 1,150 Sheets

Maximum: 7,150 Sheets

Paper Size: Trays 1, 2 and PF-730(B): 5.5" x 8.5" – 12" x 18"; PF-740(B), PF-770: 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); Up to 12" x 48" Banner (Single Sheet)

Paper Weight:

Trays: 16 lb Bond – 120 lb Index (60 – 220gsm)

MPT: 16 lb Bond – 110 lb Cover (60 – 300gsm)

Input Materials:

Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes, Labels, Tabs, Gloss

SECURITY SPECIFICATIONS

Standard: Local Authentication, Network Authentication (IPsec, HTTPS, LDAP over SSL, SNMPv3); Secure Print (IPP over SSL); Scan to e-mail (POP3/SMTP over SSL); Scan to FTP (FTP over SSL); Scan to SMB/PC/USB; FTP over SSL

Optional: Data Security Kit (E): Network Data Encryption, HDD Overwrite Mode, HDD Data Encryption

PRINT SPECIFICATIONS

Standard Controller: Freescale QorIQ P1022 (Dual Core) / 800MHz

PDLs / Emulations: PRESCRIBE, PCL6 (Se, XL), KPD13 (P53), XPS;

Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850

Fonts: 136 KPD13, 93 PCL6, 8 Windows Vista, 1 Bitmap

Windows® OS Compatibility: Windows XP/2003/Vista/2008/7/8/ Server 2008 R2/Server 2012

Specifications and design are subject to change without notice.

For the latest on connectivity visit www.kyoceradocumentsolutions.com/us

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KYOCERA Document Solutions America, Inc.

Headquarters: 225 Sand Road, Fairfield, NJ 07004-0008, USA

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HARNESS THE POWER OF YOUR TASKalfa MFP WITH CUSTOMIZED BUSINESS APPLICATIONS



KYOCERA CLOUD CONNECT: Easily print from and scan directly to the cloud while on the go from your KYOCERA MFPs.



KYOCERA MOBILE PRINT: Simply and conveniently print files, web pages, and images using your smartphone or tablet.



DMS LINK: Simplify document workflow through digital imaging, distribution, retrieval and long-time archival.



PINPOINT SCAN: Scan from your MFP to your PC with added speed, functions and versatility.



SHAREPOINT CONNECTOR: Enhance collaboration utilizing your KYOCERA MFPs and your existing Microsoft SharePoint Server.

Novell OS Compatibility: Novell NetWare 3.x/4.x/5.x/6.x

Mac OS Compatibility: Mac OS 10.x; AirPrint Enabled

UNIX OS Compatibility: Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0,

4 USB Host Interfaces, 2 Expansion Slots

Optional: 10/100/1000BaseTX (IB-50 for Dual NIC);

Optional: IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)

Network Print and Supported Protocols:

TCP/IP, NetBEUI, FTP, LPR, IPv6, IPsec, SSL, WSD Print

Drivers: KX Driver, Mini Driver, KX Driver for XPS, XPS Mini Driver,

Network Fax Driver, PPD for MAC

Utilities: KYOCERA Net Admin, KYOCERA Net Viewer, PDF Direct

Print, Command Center RX

SCAN SPECIFICATIONS

Scan Type: Color and Black & White Scanner

Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi,

200 x 100 dpi, 200 x 400 dpi

File Formats: BW: TIFF, XPS, PDF, PDF/A;

Color: TIFF, JPEG, XPS, PDF, PDF/A

PDF Extension: High Compression PDF, Encrypted PDF,

Searchable PDF (OCR) Option

Scan Speeds:

DP-770(B): Simplex: 65 ipm BW/Color (300 dpi);

Duplex: 39 ipm BW/Color (300 dpi)

DP-772: Simplex: 70 ipm BW/Color (300 dpi);

Duplex: 100 ipm BW/Color (300 dpi)

Connectivity / Supported Protocols: 10/100/1000BaseTX, TCP/IP

Scanning Functions: Scan to Folder (SMB), Scan to e-Mail, Scan to

FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan

Original Size: Through DP: Statement to 11" x 17";

Glass: up to 11" x 17"

Driver: TWAIN/WIA Driver

COPY SPECIFICATIONS

Image Mode: Text, Photo, Text/Photo, Auto, Manual, Map

Continuous Copy: 1 – 999 / Auto Reset to 1

Additional Features: Positive/Negative Reverse, Mirror Image,

Rotate Copy, Border Erase, Split Copy, Electronic Sort, Margin

Shift, Page Number, Form Overlay, XY Zoom, Prevent Bleed

Through, Text Stamp, Bates Stamp, Blank Page Skip

Job Management: 1,000 Department Codes, Job Programs,

Job Build, Shortcut Keys, Repeat Copy

Color Adjustment: One Touch, Hue, Auto Exposure, Sharpness

Magnification / Zoom: Full Size, 4 Reduction, 4 Enlargement

Preset Ratios, 25 – 400% in 1 step increments

Document Box: Custom Box, Job Box, Removable Memory Box,

Fax Box (with optional Fax System)

DOCUMENT PROCESSOR OPTIONAL DP-770(B) OR DP-772

Type / Capacity:

DP-770(B): Reversing Automatic Document Processor / 100 Sheets

DP-772: Dual Scan Document Processor / 175 Sheets

Acceptable Originals: 5.5" x 8.5" – 11" x 17"

Acceptable Weights (Simplex / Duplex):

DP-770(B): Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm);

Duplex: 16 lb – 32 lb Bond (50 – 120gsm)

DP-772: Simplex: 13 lb Bond – 120 lb Index (35 – 220gsm);

Duplex: 16 lb Bond – 120 lb Index (50 – 220gsm)

FAX SPECIFICATIONS

Fax Type: Fax System W(B) / Internet Fax Kit (A) (requires Fax System W(B))

Compatibility / Data Compression: G3 Fax / MMR, MR, MH, JBIG

Transmission Speed / Modem Speed: Approximately 3 seconds

per page / 33.6 Kbps

Fax Memory: Standard: 12 MB; Maximum: 120 MB

Driver: Network Fax Driver

Fax Functions: Duplex TX/RX, Confidential RX/TX, F-Code RX/TX,

Broadcasting, Fax Box, Dual Fax

OPTIONAL 1,000 SHEET FINISHER DF-770(C/D)

Stack / Staple Capacity: Main Tray: 1,000 Sheets / 50 sheets

(up to 24 lb Bond (90gsm))

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 16 lb Bond – 110 lb Cover (60 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports

8.5" x 11" – 12" x 18"; 13 lb Bond – 110 lb Cover (45 – 300gsm)

OPTIONAL 4,000 SHEET FINISHER DF-790(C)

Stack / Staple Capacity: Main Tray: 4,000 Sheets;

Sub Tray (B): 200 Sheets; Sub Tray (C): 100 Sheets / 65 sheets

(up to 24 lb Bond (90gsm))

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 16 lb Bond – 110 lb Cover (60 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Multi-bin Mailbox: MT-730(B) Includes 7 Trays; Supports

16 lb Bond – 90 lb Index (60 – 163gsm) Stack Capacity per bin:

100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets: 8.5" x 14", 11" x 17"

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports

8.5" x 11" – 12" x 18"; 13 lb Bond – 110 lb Cover (45 – 300gsm)

Optional Booklet Folder / Tri-fold Unit: BF-730 Booklet Folder

Supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold booklet staple:

16 lb Bond – 24 lb Bond (60 – 90gsm) 16 sheets; 25 lb Bond – 28 lb

Bond (91 – 105gsm) 13 sheets; Fold booklet no staple: 16 lb Bond

– 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index

(91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm)

1 sheet; Trifold supports 8.5" x 11" only: 16 lb Bond – 24 lb Bond

(60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm)

3 sheets; 16 lb Bond – 28 lb Bond (60 – 105gsm) 1 sheet

ADDITIONAL OPTIONS

Data Security Kit (E) Provides Security Overwrite and Encryption for

Print, Copy, and Scan, Optional Fax Memory, Original Hardcopy Holder

(Document Tray), Card Authentication Kit (B), Banner Guide (A),

Keyboard Holder, Scan Extension Kit (A) for Searchable PDF/OCR,

Efi Fiery Printing System



KYOCERA
Document Solutions

Pacific Co. District Court

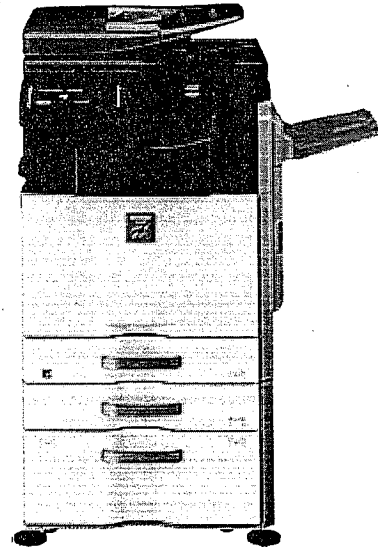
July 2015

AUG 04 2015

Sharp MX-3116N Color Copier/ Printer/ Scanner

Features:

- ◆ Scan Once / Print Many Technology
- ◆ 31 Pages Per Minute B/W and Color / Copies or Print
- ◆ First Copy Speed 6.5 Seconds
- ◆ Dual 500 / 2000 Sheet Paper Trays
- ◆ Paper Sizes 5" x 8" to 11" x 17"
- ◆ 100 Sheet Bypass Handles All Sizes with Heavy Paper to 110# Index
- ◆ Reduce / Enlarge 25% to 400%
- ◆ 600 dpi Scan / 600 dpi Print
- ◆ Duplexing 1-999 Sheet (Std.)
- ◆ High Resolution 7" Color Touch Screen
- ◆ 100 Sheet Reversing Single Pass Feed
- ◆ Network Print / Scan / Document Filing / Fax
- ◆ Sort w/Stapler



Copier With Auto-Feeder / Duplex / Stand

MX 3116 – MX DE20 – MX TR13 – MX FX11 – MX FN17

Discount Purchase Price \$6445.00

60 Mo. Lease Rate \$142.00

Prices Do Not Include Sales Tax

(153.08 w/sales tax)

Total maintenance option covering all service, parts and any supplies needed (excluding paper) is .01 b/w or .05 color per copy. There is no minimum monthly rate and you are billed monthly, bi-monthly or quarterly.

Fred Scott - Aberdeen Office Equipment – 533-0352

RECEIVED

AUG 04 2015

Pacific County South District Court
7013 Sandridge Road
Long Beach, WA 98631

PACIFIC COUNTY
SOUTH DISTRICT COURT

To:
Copiers Northwest
601 Dexter Ave. N
Seattle, WA 98109

Ship To:
Pacific County South District Court
7013 Sandridge Road
Long Beach, WA 98631

60 Month Lease on NASPO contract # 05214/3091 for the following items;

imageRunner C5235A	\$87.90
Cassette Feed Unit AD2	\$17.10
External Hole Punch B2	\$10.02
Staple Finisher J1	\$31.80
Super G3 Fax Board-AE2	\$9.42

Total Monthly Payment

~~\$156.42 + sales tax~~

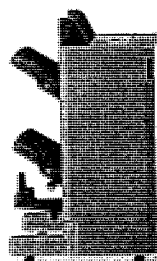
(\$168.62 with sales tax)

The cost-per-copy of the service - supply plan which is **.0074 blk/wht and .063 color** per copy, which Copiers Northwest will bill directly to Pacific County South District Court.

Send all correspondences to:
Kim Hamilton

**C5255 / C5250
C5240A / C5235A**

Product Specifications



Booklet
Finisher-J1



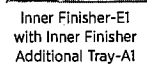
Staple
Finisher-J1



External 2/3-Hole
Puncher-B2



Inner 2-way Tray-F1



Inner Finisher-E1
with Inner Finisher
Additional Tray-A1

imageRUNNER ADVANCE
C5255 shown



Cassette Feeding Unit-AD2



Utility Tray-A2



Copy Tray-J1



Cabinet Type-B1



Paper Deck Unit-B2

Main Unit

System Type

Color Digital Multifunction Imaging System

Functions

Standard: Copy, Print (UFR II), Scan, Send, Store

Optional: Print (PCL, Adobe® PostScript® 3™),
Fax (Up to 4 Lines)

Operation Panel

8.4" SVGA Full-Color TFT Screen

Memory

Standard: 2 GB RAM

Maximum: 2.5 GB RAM

Hard Disk Drive

Standard: 160 GB

Maximum: 1 TB

Mirroring Hard Disk Drive

Optional (160 GB, 1 TB), Method: RAID1

Network Interface Connection

Standard: 1000Base-T/100Base-TX/10Base-T

Optional: Wireless LAN (IEEE 802.1x via third-party adapter)

Other Interface

Standard: USB 2.0 (Host) x 2, USB 2.0 (Device)

Optional: Device Port [USB 2.0 (Host) x 2], Serial Interface,
Copy Control Interface

Copy/Print Speed (BW/Color)

Letter:	C5255:	Up to 55/51 ppm
	C5250:	Up to 50/45 ppm
	C5240A:	Up to 40/35 ppm
	C5235A:	Up to 35/30 ppm
Legal/11" x 17":	C5255:	Up to 28/26 ppm
	C5250:	Up to 28/26 ppm
	C5240A:	Up to 20/18 ppm
	C5235A:	Up to 20/18 ppm

First-Copy-Out Time (Letter)

C5255/C5250: As fast as 3.9 Seconds (BW), 6.0 Seconds (Color)

C5240A/
C5235A: As fast as 5.4 Seconds (BW), 8.1 Seconds (Color)

Paper Sources (20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,
100-sheet Stack Bypass

Optional: Dual 550 Sheet Paper Cassettes,
2,700-sheet Paper Deck

Maximum: 5,000 Sheets

Output Paper Capacity (20 lb. Bond)

Standard: 250 Sheets (Inner Tray)

Maximum: 3,250 Sheets (w/Staple Finisher or Booklet Finisher)

Output Paper Sizes

Cassettes: 12" x 18", 11" x 17", Legal, Letter, Letter-R,
Statement-R, Executive, Custom Size
(5-1/2" x 7-1/8" to 12" x 18")

Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Statement,
Statement-R, Executive, Custom Size
(3-7/8" x 5-1/2" to 12-5/8" x 18")

Paper Deck:

Letter

Other: Envelope Feeder Attachment (COM10 No.10,

Options: Monarch, DL, ISO-C5)*
Tab Feeding Attachment Kit**

Acceptable Paper Weights

Cassettes: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Bypass: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Duplexing

Paper Size: Standard Automatic Trayless Duplexing
(Executive to 12" x 18")

Paper Weights: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Special Media Support

Thin, Plain 1 [17 lb. Bond to 21 lb. Bond (64 g/m² to 81 g/m²)],
Plain 2 [22 lb. Bond to 28 lb. Bond (82 g/m² to 105 g/m²)], Recycled,
Color, Pre-Punched, Bond, Heavy 1 [29 lb. Bond to 60 lb. Cover
(106 g/m² to 163 g/m²)], Heavy 2 [61 lb. Cover to 80 lb. Cover
(164 g/m² to 220 g/m²)], Heavy 3 [82 lb. Cover to 140 lb. Index
(221 g/m² to 256 g/m²)], Tracing, Coated, Labels, Transparency,
Tab, Letterhead, and Envelopes

Warm-up Time

C5255/C5250: From Power On: 31 Seconds, From Sleep: 18 Seconds
Quick Startup Mode: 7 Seconds***

C5240A/
C5235A: From Power On: 31 Seconds, From Sleep: 15 Seconds
Quick Startup Mode: 7 Seconds***

Power Requirements/Plug

C5255/C5250: 120 V AC, 60 Hz, 20 A/NEMA 5-20P

C5240A/
C5235A: 120 V AC, 60 Hz, 15 A/NEMA 5-15P

Power Consumption

Maximum: C5255/C5250: 1.8 kW

C5240A/C5235A: 1.5 kW

Sleep Mode: 0.8 W

Dimensions (H x W x D)

37-3/8" x 24-3/8" x 28-1/8"
(950 mm x 620 mm x 715 mm)

Installation Space (W x D)

33-1/2" x 28-1/8" (850 mm x 715 mm)

Weight

Approx. 346 lb. (157 kg)†

Toner (Estimated Yield @ 5% Coverage)

C5255/C5250: Black: 44,000 Images, Color (C,M,Y): 38,000 Images

C5240A/
C5235A: Black: 36,000 Images, Color (C,M,Y): 27,000 Images

Main Unit (continued)

Image Reader Unit

Scan Resolution

Up to 600 x 600 dpi

Acceptable Originals (Glass)

Sheet, Book, 3-Dimensional objects [up to 4.4 lb. (2 kg)]

Maximum Original Size

Up to 11" x 17"

Document Feeder

Scan Method

Single-Pass Duplexing, Automatic Document Feeder

Acceptable Originals

Paper Sizes: 11" x 17", Legal, Letter, Letter-R, Statement, or Statement-R

Paper Weights: 1-sided scanning: 11 lb. Bond to 58 lb. Cover (42 to 157 g/m²)

2-sided scanning: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m²)

Scan Speed (BW/Color; Letter)

Simplex: Up to 75/75 ipm (300 dpi)/Up to 75/51 ipm (600 dpi)

Duplex: Up to 120/120 ipm (300 dpi)/Up to 75/51 ipm (600 dpi)

Paper Capacity (20 lb. Bond)

150 Sheets

Copy Specifications

Multiple Copies

1 to 999

Copy Exposure

Automatic or Manual (9 Levels)

Magnification

25% - 400% (1% Increments)

Preset Reductions

25%, 50%, 64%, 73%, 78%

Preset Enlargements

121%, 129%, 200%, 400%

Basic Copy Features

Preset R/E Ratios by Area, Finishing, Two-Sided, Exposure Adjustment, Original Type Selection, Interrupt Mode, Sample Set, Setting Confirmation/Cancel, Standard Keys, Reset, Guide Display, Job Duration Display, Reserved Copying

Special Copy Features

Two-page Separation, Cover/Sheet Insertion, Booklet, Transparency Interleaving, Shift, Margin, Frame Erase, Image Combination, Different Size Original, Job Build, Job Done Notice, Scan Image Check, Mode Memory, Recall, Negative/Positive Inversion, Image Repeat, Mirror Image, Sharpness, Tab Paper Creation, Form Composition, Secure Watermark, Page Numbering, Copy Set Numbering, Watermark and Date, Job Block Combination, Store in User Inbox

Print Specifications

Processor

Canon Dual Custom Processor (Shared)

Memory

Standard: 2 GB RAM

Maximum: 2.5 GB RAM

Hard Disk Drive

Standard: 160 GB

Maximum: 1 TB

Engine Resolution

1200 x 1200 dpi

PDL Support

Standard: UFR II

Optional: PCL 5c, PCL 6, Adobe PS 3

Print Driver Supported OS

UFR II, PCL 5c/6, Adobe PS 3:
Windows* (Windows XP/Windows Vista*/Windows 7/Server 2003/Server 2008/Server 2008 R2/Windows 8/Server 2012/Small Business Server 2011), Windows Terminal Servers (Server 2003/Server 2008/Server 2008 R2/Server 2012), Small Business Server 2011, Windows Clustering Server (Windows Server 2003/Server 2008/Server 2008 R2/Server 2012), Citrix (Presentation Server 4.5, XenApp 5.0/6.0/6.5, XenDesktop 4.0/5.0/5.5/6), Macintosh* (OSX 10.5.8 or later, UFR II and PS 3 Only), VMware (vSphere 4/5/5.1), SAP (PS and PCL Only)

Direct Print Support

Standard: TIFF, JPEG

Optional: PDF, XPS^{††}, EPS^{†††}

Print Features

Suspend Job Timeout, Subset Finishing (PS only), Profile Settings, Secured Print, Watermark, Page Border, Header/Footer, Page Layout, Two-sided Printing, Collating, Booklet Printing, Grouping, Mixed Paper Sizes/Orientations, Offsetting, Printing on Transparencies, Front/Back Covers, Black and White Printing, Objective, Color/Black-and-White Auto Detect, Toner Reduction, Poster Printing

Scan Specifications

Network TWAIN Scan

Standard

Network Scan Utility

Color Network ScanGear

Universal Send Specifications

Sending Method

E-Mail, I-Fax, File Server (FTP, SMB, WebDAV), Mail Box, Super G3 Fax (Optional)

Color Mode

Auto Color Select (Color, Gray), Auto Color Select (Color, Black), Full Color, Grayscale, BW

Scan Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

Address Book Capacity

Max. 1,800 Destinations (Incl. 200 One-Touch Buttons)

Communication Protocol

File: FTP (TCP/IP), SMB (TCP/IP), WebDAV

E-mail/I-Fax: SMTP, POP3, I-FAX (Simple, Full)

File Format

Standard: TIFF, JPEG, PDF, PDF (Compact), PDF (Apply Policy), PDF (Optimize for Web), PDF/XPS (OCR), PDF/A-1b, XPS, XPS (Compact), OOXML (OCR) (.pptx and .docx)

Optional: PDF (Trace & Smooth), PDF (Encrypted), PDF/XPS (Digital Signature), PDF (Reader Extensions)

I-Fax Data Format

Color: .tfx (JPEG)

BW: .tif (MH, MR, MMR)

Universal Send Features

Two-Sided Original, Different-size Originals, Original Type Selection, Book to Two Pages, Density Adjustment, Sharpness, Document Name, Copy Ratio, Erase Frame, Job Build, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-to, Sender's Name (TTI), E-Mail Priority

Fax Specifications

Maximum Number of Connection Lines

4

Modem Speed

Super G3: 33.6 Kbps

G3: 14.4 Kbps

Compression Method

MH, MR, MMR, JBIG

Resolution

400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi

Sending/Recording Size

Statement to 11" x 17"

Fax Features

Job Forwarding, Different-size Originals, Adjusting Overall Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Selecting the Telephone Line (when sending fax), Delayed Send, Preview, Finished Stamp, Job Done Notice, Original Type Selection, Two-sided Original, Book to Two Pages

Main Unit (continued)

Store Specifications

Mail Box (Number supported)

100 User Inboxes, 1 Memory RX Inbox,
50 Confidential Fax Inboxes
6,000 Maximum Pages Stored

Advanced Box

Available Approx. 15 GB (Standard HDD)
Disk Space: Approx. 629 GB (1 TB HDD)

Communication

Protocol: SMB or WebDAV

Supported

Client PC: Windows® (Windows 2000/XP/Windows Vista®)

Concurrent

Connections

(Max.): SMB: 32, WebDAV: 12 (Active Sessions)

Advanced Box Disabling Advanced Box, Storage Filtering,
Features: Authentication for Advanced Box Log-in,
Search Function, Sort Function, Printing a
PDF File with a Password, imageWARE
Secure Audit Manager Support

Memory Media

Standard: USB Memory

Optional: SD, SDHC, CompactFlash, Memory Stick, Microdrive

Security Specifications

Standard

Department ID Management, Single Sign On-H, Access
Management System (Device and Function Level Log-in),
Secured Print, Trusted Platform Module, User Access Control
of Advanced Box, Mail Box Password Protection, IPv6,
Restricting Features (Restricting the Send Function, Restricting
New Addresses on Address Book), SSL Encrypted Communication,
SNMPv1/v3, MAC/IP Address Port Filtering, SMTP Authentication,
POP Authentication before SMTP, HDD Erase (Up to 3x), HDD
Initialize (Up to 9x), HDD Lock, HDD Data Erase Scheduler, IPsec,
Adobe LiveCycle Rights Management ES2.5 Integration

Optional

Removable HDD, HDD Encryption, HDD Mirroring, Encrypted Secure
Print, Encrypted PDF, Document Scan Lock, Secure Watermark, IEEE
2600.1 Common Criteria Certification¹

Environmental Information

ENERGY STAR® Qualified

Rated EPEAT Silver

RoHS Compliant

Ecomark

Blue Angel

WEEE Directive

Optional Accessories

Paper Supply Options

Cassette Feeding Unit-AD2

Paper

Capacity: 550 Sheets x 2 Cassettes [20 lb. Bond (80 g/m²)]

Acceptable

Paper Weight: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Acceptable

Paper Size: 12" x 18", 11" x 17", Legal, Letter, Letter-R,
Statement-R, Executive, and Custom Size
[5-1/2" x 7-1/8" to 12" x 18"
(139.7 mm x 182 mm to 304.8 mm x 457.2 mm)]

Power Source/

Maximum Power

Consumption: From the Main Unit/Approximately 30 W

Dimensions

(H x W x D): 9-7/8" x 24-3/8" x 27-5/8"

(251 mm x 620 mm x 700 mm)

Weight:

Approximately 61.7 lb. (28 kg)

Paper Deck Unit-B2*

Paper

Capacity: 2,700 Sheets [20 lb. Bond (80 g/m²)]

Number of

Drawers: 1

Acceptable

Paper Weight: 14 lb. Bond to 60 lb. Cover (52 to 163 g/m²)

Acceptable

Paper Size: Letter

Power Source/

Maximum Power

Consumption: From Main Unit/Approximately 45 W

Dimensions

(H x W x D): 18-5/8" x 14-5/8" x 23-3/4"

(473 mm x 372 mm x 603 mm)

Weight:

Approximately 81.6 lb. (37 kg)

Envelope Feeder Attachment-D1**

Paper

Capacity: 50 Sheets (or 30 mm in height)

Acceptable

Paper Size: COM10 No.10, Monarch, DL, ISO-C5

Feeding

Speed: 10 cpm

Dimensions

(H x W x D): 3-1/4" x 17-1/4" x 12-1/8"

(81 mm x 439 mm x 307 mm)

Weight:

Approximately 2.6 lb. (1.2 kg)

Output Options

Inner 2-way Tray-F1*

Number of

Trays: 2

Total Output

Top Tray: 250 Sheets (20 lb. Bond)

Capacity: Lower Tray: 100 Sheets (20 lb. Bond)

Acceptable

Paper Weight: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Acceptable

Paper Size: 12" x 18", 12-5/8" x 17-11/16", 11" x 17", Legal,
Letter, Letter-R, Statement, Statement-R,
Executive, Custom Size [3-7/8" x 5-9/16" to
12-5/8" x 18" (99 mm x 139.7 mm to 320 mm x
457.2 mm)], and Envelopes

Dimensions

(H x W x D): 3" x 16-3/4" x 16"

(76 mm x 427 mm x 407 mm)

Weight:

Approximately 1.3 lb. (574 g)

Inner Finisher-E1*

Number of

Trays: Up to 2 Trays (With Inner Finisher
Additional Tray-A1)

Total Output

Without Inner Finisher Additional Tray-A1:

Capacity: 500 Sheets

With Inner Finisher Additional Tray-A1

Top Tray: 100 Sheets (Letter)

Lower Tray: 200 Sheets (Letter)

Acceptable

Paper Weight: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Acceptable

Paper Size: 12" x 18", 12-5/8" x 17-11/16", 11" x 17", Legal,
Letter, Letter-R, Statement, Statement-R,
Executive, Custom Size (3-7/8" x 5-9/16" to
12-5/8" x 18"), and Envelopes

Staple

Positions: Corner Stapling (11" x 17", Legal, Letter, Letter-R)

Double Stapling (11" x 17", Legal, Letter, Letter-R)

Maximum

Stapling: Letter and Executive:

50 Sheets (14 to 21 lb. Bond)

30 Sheets (22 to 28 lb. Bond)

2 Sheets (29 lb. Bond to 140 lb. Index)

11" x 17", Legal and Letter-R:

30 Sheets (14 to 21 lb. Bond)

20 Sheets (22 to 28 lb. Bond)

2 Sheets (28 lb. Bond to 140 lb. Index)

Paper

Capacity of Top Tray: 3/8" in height

Staple Mode: Lower Tray: 30 Sets (or 2-1/2" in height)

Type of Staple: Staple-J1 (5,000 x 3)

Power Source/

Maximum Power

Consumption: From the Main Unit/Approximately 40 W

Dimensions

(H x W x D): 9-1/4" x 34-1/8" x 21-1/4"

[234 mm x 865 mm x 540 mm
(When the Auxiliary Tray is extended)]

Weight:

Approximately 28.7 lb. (13 kg)

Staple Finisher-J1*

Number of

Trays: 2

Total Output

3,000 Sheets (Letter, Statement-R, Executive)

Capacity:

Top Tray: 1,300 Sheets (Letter, Statement-R,
Executive) 650 Sheets (11" x 17",
Legal, Letter-R)

Lower Tray:

1,700 Sheets (Letter, Statement-R,
Executive) 650 Sheets (11" x 17",
Legal, Letter-R)

Acceptable

Paper Weight: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Acceptable

Paper Type: Thin, Plain, Recycled, Color, Pre-Punched, Bond,
Heavy, Tracing, Letterhead, Coated, Labels,
Transparency, and Envelopes

Acceptable

Paper Size: 12" x 18", 12-5/8" x 17-11/16", 11" x 17", Legal,
Letter, Letter-R, Statement, Statement-R,
Executive, Custom Size [3-7/8" x 5-9/16" to
12-5/8" x 18" (99 mm x 139.7 mm to 320 mm
x 457.2mm)], and Envelopes

Staple

Positions: Corner Stapling:

(11" x 17", Legal, Letter, Letter-R, Executive)

Double Stapling:

(11" x 17", Legal, Letter, Letter-R, Executive)

Optional Accessories (continued)

Output Options (continued)

Staple Finisher-J1* (continued)

Maximum Stapling Capacity:	Letter and Executive: 50 Sheets (14 to 21 lb. Bond) 30 Sheets (22 to 28 lb. Bond) 2 Sheets (29 lb. Bond to 140 lb. Index) 11" x 17", Legal and Letter-R: 30 Sheets (14 to 21 lb. Bond) 20 Sheets (22 to 28 lb. Bond) 2 Sheets (29 lb. Bond to 140 lb. Index)
Paper Capacity of Staple Mode:	Top Tray: 1,300 Sheets/30 Sets (Letter, Executive), 650 Sheets/30 Sets (11" x 17", Legal, Letter-R) Lower Tray: 1,700 Sheets/30 Sets (Letter, Executive), 650 Sheets/30 Sets (11" x 17", Legal, Letter-R)

Type of Staple: Staple-J1 (5,000 x 3)

Power Source/
Maximum Power

Consumption: From the Main Unit/Approximately 100 W

Dimensions 43-1/4" x 26-5/8" x 25-1/2"
(H x W x D): [1,097 mm x 677 mm x 646 mm
(When the Auxiliary Tray is extended)]

Weight: Approximately 101 lb. (46 kg)

Booklet Finisher-J1*

Number of Trays:	2
Total Output Capacity:	3,000 sheets (Letter, Statement-R, Executive)
	Top Tray: 1,300 Sheets (Letter, Statement-R, Executive) 650 Sheets (11" x 17", Legal, Letter-R) Lower Tray: 1,700 Sheets (Letter, Statement-R, Executive) 650 Sheets (11" x 17", Legal, Letter-R)

Acceptable Paper Weight: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Acceptable Paper Type: Plain, Heavy, Color, Recycled, Pre-Punched, Transparency, Tracing, Labels, Bond, Transparency, Envelopes

Acceptable Paper Size: 12" x 18", 12-5/8" x 17-11/16", 11" x 17", Legal, Letter, Letter-R, Statement, Statement-R, Executive, Custom Size [3-7/8" x 5-9/16" to 12-5/8" x 18" (99 mm x 139.7 mm to 320 mm x 457.2 mm)], and Envelopes

Staple Positions: Corner/Double Stapling:
11" x 17", Legal, Letter, Letter-R, Executive
Saddle-Stitch:
11" x 17", Legal, Letter-R

Booklet Finisher-J1* (continued)

Maximum Stapling Capacity:	Letter and Executive: 50 Sheets (14 to 22 lb. Bond) 30 Sheets (22 to 28 lb. Bond) 2 Sheets (29 lb. Bond to 140 lb. Index) 11" x 17", Legal and Letter-R: 30 Sheets (14 to 21 lb. Bond) 20 Sheets (22 to 28 lb. Bond) 2 Sheets (29 lb. Bond to 140 lb. Index)
Paper Capacity of Staple Mode:	Top Tray: 1,300 Sheets/30 Sets (Letter, Executive), 650 Sheets/30 Sets (11" x 17", Legal, Letter-R) Lower Tray: 1,700 Sheets/30 Sets (Letter, Executive), 650 Sheets/30 Sets (11" x 17", Legal, Letter-R)

Maximum Saddle-Stitch Capacity:
16 Sheets (14 to 20 lb. Bond)
10 Sheets (22 to 28 lb. Bond)

Paper Capacity of Saddle-Stitch Mode: 25 Booklets (5-sheet Booklets)

Type of Staple: Staple-J1 (5,000 x 3)
Staple Cartridge-D3 (2,000 x 3)

Power Source/
Maximum Power

Consumption: From the Main Unit/Approximately 123 W

Dimensions 43-1/4" x 31-1/8" x 25-1/2"
(H x W x D): [1,097 mm x 789 mm x 646 mm
(When the Auxiliary Tray is extended)]

Weight: Approximately 165 lb. (75 kg)

External 2/3 Hole Puncher-B2

Acceptable Punch Paper Weight:	14 lb. Bond to 140 lb. Index (52 to 256 g/m ²)
Acceptable Punch Paper Type:	Thin, Plain, Heavy, Color, Recycled, Letterhead, Coated
Acceptable Punch Paper Size:	11" x 17", Legal, Letter, Letter-R
Punch Type:	2 Holes: (Legal, Letter-R, Executive) 3 Holes: (11" x 17", Letter)
Distance Between Punch Holes:	2 Holes: 2-3/4" (70 mm) 3 Holes: 4-1/4" (108 mm)
Punch Waste Tray Capacity:	2 Holes: 10,000 sheets (21 lb. Bond) 3 Holes: 3,000 sheets (21 lb. Bond)
Power Source:	From the Main Unit
Dimensions (H x W x D):	36x 4-1/4" x 24-1/4" (915 mm x 107 mm x 615 mm)
Weight:	Approximately 15.9 lb. (7.2 kg)

Other Optional Accessories

• Cabinet Type-B1	• Remote FAX Kit-A1
• Utility Tray-A2	• Barcode Printing Kit-D1
• USB Keyboard	• Web Access Software-H1
• Universal Keyboard Stand-A1	• USB Device Port-E3
• Key Switch Unit-A2	• Multimedia Reader/Writer-A2
• Copy Card Reader-F1	• Additional Memory Type D (512MB)
• Convenience Stapler-B1	• 2.5 inch/160 GB HDD-G1
• Universal Send Advanced Feature Set-F1	• 2.5 inch/1 TB HDD-H1
• Super G3 FAX Board-AE2	• Copy Control Interface Kit-A1
• Super G3 2nd Line Fax Board-AE1	• IR-ADV Security Kit-C1 for IEEE 2600.1 Common Criteria Certification†
• Super G3 3rd/4th Line Fax Board-AE1	

* Not available on top cassette.

** Can be set to Cassette 2 only. Can not install Envelope Feeder Attachment and Tab Feeding Attachment at same time.

*** If "Quick Startup Settings for Main Power" is set to ON, it takes 7 seconds until the key operation on the touch panel display is available after turning on the main power.

† Includes consumables.

†† XPS cannot be printed directly from the Web Access software.

††† EPS can be printed directly only from Remote User Interface.

‡ Requires Cassette Feeding Unit-AD2. Cannot be installed with Cabinet Type-B1.

§ The Inner 2-way Tray-F1, Inner Finisher-E1, Staple Finisher-J1, and Booklet Finisher-J1 cannot be installed at the same time.

† Specified configurations and settings need to be applied to the device in order to achieve and maintain IEEE 2600.1 Common Criteria Certification. Visit the product advisory page on www.usa.canon.com for certification status.

NOTE: Some accessories require additional equipment or may be prerequisites for other options. Some accessories cannot be installed simultaneously. Check with your Canon Authorized Dealer for details.



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

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

REQUESTED MEETING DATE:

08/25/15

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: _____

☐ 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: ext 3395
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 8/17/2015
NARRATIVE OF REQUEST Please consider this advance notice that there will be a need for FMLA leave for a Sheriff's Office employee for a qualifying event. I estimate vacation/sick leave accruals will be exhausted o/a 10/31/15 and FMLA leave will begin 11/1/15 for 12 weeks ending 1/23/16. There will also be a need for donated leave of up to 480 hours to be transferred to the employee for the purpose of the FMLA qualifying event.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve FMLA and request for Leave Credit Transfers, assigning an expiration date of 1/31/2016	



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

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and 4th Tuesday of each
month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 19

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: Scott L. Johnson, Sheriff

PHONE / EXT: ext 3395

SIGNATURE:

DATE: 8/18/2015

NARRATIVE OF REQUEST

Request approval to purchase a 26' boat from state surplus.

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

Approve request to purchase 26' boat from state surplus in an amount not to exceed \$4,316, subject to adequate budget appropriations

Name of Contractor: <u>WA State Department of Enterprise Services - Surplus Operations</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):	
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 checked="" type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> 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): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000)	
<input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input checked="" type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases:	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe) :
To be located at: _____	
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"> - 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): \$4,316.00	
TOTAL TAX: \$316.00	
TOTAL SHIPPING/HANDLING:	
EXPENDITURE FUND #: 001 .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will supplemental be required? <input checked="" 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:	



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:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCCA ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ 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: Pacific County Sheriff's Office

DIVISION (if applicable): Communications

OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy

PHONE / EXT: 3340

SIGNATURE: *Stephanie Fritts*

DATE: August 10, 2015

NARRATIVE OF REQUEST

Request approval and signature of Contract 16-015, with Washington State Emergency Management Division for the reimbursement of expenses related to the function of E911 consistent with the statutes and regulations described as eligible under WAC 118-66-050 incurred by the county including eligible expenses in the following priorities: 1) statewide dialing, and 2) E911 basic service. Further detail is contained in the attached contract.

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

Approve E911 County Basic Service Operations Contract FY 2016-Agreement #E16-015 and authorize Chair to sign

Name of Contractor: WA State Emergency Management Division

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
E16-015

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: _____

E911 services

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

- ☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space/Timber Classification ☐ Post, Advertise, Fill Position (New Employee Form Required)
☒ Other (please describe): State Contract for E911 services.

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

This is the state contract for reimbursement of E911 service in the county, provided on an annual basis by WAEMD.

TOTAL COST/AMOUNT (include sales & use tax): \$423,557.00

TOTAL TAX: N/A

TOTAL SHIPPING/HANDLING: N/A

EXPENDITURE FUND #: 160 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☒ Yes ☐ No

Will supplemental be required? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH: local E911 tax revenue

MATCHING FUNDS REQUIRED? ☒ Yes ☐ No

AMOUNT OF MATCHING FUNDS: \$118,930.00


SIGNATURE AUTHORIZATION FORM
WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION Pacific County	DATE SUBMITTED
PROJECT DESCRIPTION FY16 E911 County Contract	CONTRACT NUMBER E16 - 015

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Steve Rogers	2015 Chair, Board of County Commissioners

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Steve Rogers	2015 Chair, Board of County Commissioners

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Stephanie Friits	Chief Deputy

Please complete form with any new contract or any time personnel changes.
 Submit one original to State E911 Office

E911 County Basic Service Operations Contract FY 2016

Washington State Military Department (DEPARTMENT) AND
 Emergency Management Division
 Camp Murray, Building #20, M.S. TA-20
 Tacoma, WA 98430-5000
 (253) 512-7481
 Contact Person: Teresa Lewis
 E-mail: teresa.lewis@mil.wa.gov

Pacific County (COUNTY)
 Post Office Box 187
 South Bend, WA 98586
 (360) 875-9340
 Contact Person: Stephanie Fritts
 E-mail: sfritts@co.pacific.wa.us
 TIN#: 91-6001356 / UBI#: 254-000-662

Maximum Amount: **\$423,557**Beginning Date: July 1, 2015Expiration Date: August 15, 2016**Brief Description:**

This is a reimbursement contract. Reimbursement is limited to the maximum contract amount, travel, goods, services and other listed budget categories on an actual cost basis for certain approved incurred eligible, approved and incurred Coordinator Professional Development and Operational expenses as described in WAC 118-66-050(3) and Enhanced 911 (E911) policies incorporated herein by reference in the amounts described in the Budget Sheet (Attachment D).

I. INTRODUCTION:

The DEPARTMENT'S State E911 Coordinator's Office (SECO) coordinates and facilitates the implementation and operation of E911 emergency communications throughout the state. It is responsible for the reimbursement of expenses by counties for eligible expenses from excise tax revenue retained in the state E911 account.

Funding: PI# 77281 and 77200 NZ State-03F Enhanced 911

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:**DEPARTMENT:**

Name/Title	Stephanie Fritts, E911 Coordinator	Name/Title	Teresa Lewis, E911 Enterprise County Assistance Program Manager
E-Mail	sfritts@co.pacific.wa.us	E-Mail	teresa.lewis@mil.wa.gov
Phone	360.875.9340	Phone	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The COUNTY shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";

- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding; and
- F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement...based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

- A. Consistent with the statutes and regulations cited, this contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in support of E911 calls originating in the county, including eligible expenses in the following prioritization: (1) E911 statewide dialing, (2) E911 basic service, and (3) capital items. This contract contains two categories of eligible expenses: Statewide Services and Operations as described below:
 - i. Statewide services benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services are those Coordinator Professional Development expenses which are reimbursed through this contract.
 - a. Coordinator Professional Development (CPD) reimbursement includes travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, Coordinator Forums, State Supported training, and National Conference attendance. Additionally, CPD includes reimbursement of selected Public Education expenses, Selected 911 Salaries, Benefits and Training; 911 Call Receiver Training; pre-approved NG911 modernization expenses and interpretative services.
 - ii. Operations expenses are only reimbursed pursuant to this contract. Operations expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the E911 Policies and set out in Section VII D of this contract. Operations funding is only available when the COUNTY has:
 - a. Imposed the maximum county enhanced 9-1-1 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
 - b. Expended its local revenue on eligible E911 expenses and needs additional reimbursement assistance to meet its eligible operational expenses.
 - c. Eligible enhanced 9-1-1 expenses as described in WAC 118-66-040.
 - d. A 911 system that is completely enhanced for wireline and wireless E911 services.
- B. Expenses.
 - i. General Reimbursement Requirements for COUNTYS:
 - a. Reimbursement will be made, contingent upon funding availability, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in E911 Policy, see Section VII D of this contract;

- c. In the event available funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
- d. Funding is for primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;
- ii. Ineligible Items:
Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the E911 system are not eligible for state financial assistance or reimbursement under this contract.
- iii. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable E911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Expense Reports and/or requests for reimbursement so they are received by the DEPARTMENT by the 30th day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;
 - c. Expenses contained in Expense Reports not submitted by the 30th day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed. However, revenues reported in such Expense Reports will be counted as part of the County's local revenue;
 - d. Expense Reports will be processed in the order received by the DEPARTMENT;
 - e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
 - f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.
 - g. Training expenses are exempt from the 30 day submittal requirement, but must be submitted for reimbursement within 90 days of the actual training.
 - h. Prior to purchasing or leasing any equipment or software, COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2015** and **June 30, 2016** which is also known as the performance period. Work started prior to July 1, 2015 and/or not complete by June 30, 2016 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY affirms that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the E911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY ensures the funds provided by the DEPARTMENT as described in the Budget attached as Attachment D, shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the E911 policies incorporated herein that are necessary to operate E911 countywide.

Reimbursement shall be made consistent with E911 policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2015** and **June 30, 2016**.

- C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY agrees to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of enhanced 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **Enhanced 911 Policies:** The COUNTY agrees to abide by all of the following E911 Policies, as amended, available at [FY16 E911 Policies One Drive Link](#) and incorporated by reference:
- E911 Advisory Committee Meeting Attendance Policy (PDF)
 - E911 Capital Equipment Support Policy (PDF)
 - E911 Coordinator Forum Attendance Policy (PDF)
 - E911 County Contract Policy (PDF)
 - E911 County Coordinator Professional Development Contract Policy (PDF)
 - E911 County Regionalization Contract Policy (PDF)
 - E911 County-WSP Equipment Contract Policy (PDF)
 - E911 Next Generation 911 Implementation Policy (PDF)
 - E911 Public Education Policy (PDF)
 - E911 Statewide Services Support Policy (PDF)
 - E911 Training Policy (PDF)
 - E911 Salaries and Benefits Summary (PDF)
- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports of the month	1	No later than 30 days following the end of the month
Local Travel Policy/Procedures	1	30 days after signatures on this contract and then annually.
Mid-Year Budget Review	1	January 31, of each year
Time Audit Report	1	January 31, of each year
Final Reimbursement Request	1	July 31, 2016

All contract work must not start prior to July 1, 2015 and must be delivered, installed/completed and accepted by June 30, 2016; although certain reports may be submitted by July 31, 2016 as described above. Final billing not received by July 31, 2016, may not be processed.

- F. **Attendance Obligations:** The COUNTY agrees to send the designated County E911 personnel to the following events:
- **Advisory Committee Meetings:** COUNTY agrees to send the E911 Coordinator to as many of the Advisory Committee meetings as possible each year, but no less than half of the six (6) scheduled Advisory Committee meetings per fiscal year in accordance with the E911 Advisory Committee Attendance Policy; and

- Coordinator Forums: The COUNTY agrees to send the E911 Coordinator and an additional appropriate E911 representative to the October Fall Forum, the March Spring Forum and to the June Summer Training Forum/Conference of each year, in accordance with the E911 Coordinator Forum Attendance Policy.
- G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the basic service operations category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- H. **Compliance with State Law:** The COUNTY will comply with all state law applicable to counties.
- I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY. The DEPARTMENT accepts no responsibility to the COUNTY, or to any third party, other than as is expressly set out in this Contract.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the COUNTY, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the COUNTY shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

The COUNTY shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the COUNTY in connection with the project. The COUNTY shall not look to the DEPARTMENT, or to any state agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

VIII. CONDITIONED UPON COUNTYS FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **\$423,557**, or actual cost, whichever is lower, pursuant to the schedule set out in the State Reimbursement Schedule (Attachment C) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

This Contract, the General Terms & Conditions (Attachment A), Statement of Work (Attachment B), State Reimbursement Schedule (Attachment C), Budget Sheet (Attachment D), and Equipment Maintenance Certification Log (Attachment E) govern the rights and obligations of the parties to this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Contract on the day and year last specified below.

BY: _____
 Signature Date
 Richard A. Woodruff, Contracts Administrator
 Washington State Military DEPARTMENT

BY: _____
 Signature Date
 Steve Rogers, Chairman
 Pacific County Board of Commissioners

BOILERPLATE APPROVED AS TO FORM
 Dawn C. Cortez (signature on file 7/24/15)
 Assistant Attorney General

ATTACHMENT A GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
 - a. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT.
 - b. "COUNTY" shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
 - c. "Subcontractor" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "PSAP" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "WAC" is defined and used herein to mean the Washington Administrative Code.
 - f. "RCW" is defined and used herein to mean the Revised Code of Washington.

- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.

- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.

- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its' implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

- 6) **CHANGES AND MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes to the Contract. Any such changes that are mutually agreed upon by the parties to this Contract shall be incorporated herein by written amendment. 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 shall not be binding.

- 7) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 8) **CONTRACT MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes in services to be performed with funds subject to this contract. Any such changes that are mutually agreed upon by the DEPARTMENT and the COUNTY 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, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding. It is mutually agreed and understood that the COUNTY is allowed to reallocate funds within the basic service operations category as needed.
- 9) **COUNTY NOT EMPLOYEE OF AGENCY:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason hereof, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 10) **DISCLOSURE:** The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the Public Records Act or court order.
- 11) **DISPUTES:** 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 DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 12) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 13) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the Military DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.

- 14) **INDEMNIFICATION:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 15) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 16) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self insured retention, proof of its additional insurance, and all loss coverage. This program of self insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 17) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 18) **LIMITATION OF AUTHORITY:** "Authorized Signature" Only the assigned Authorized Signature for the DEPARTMENT or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
- 19) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 20) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated 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.
- 21) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation,

association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

- 22) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

23) **RECORDS, MONITORING AND AUDIT ACCESS:**

- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
- b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.
- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

- 24) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

- 25) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with sub-contractors that are entered into under this Contract. All sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

26) **TERMINATION:**

- a. If, through any cause, the COUNTY or its sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

27) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

28) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

29) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

**ATTACHMENT B
STATEMENT OF WORK
E911 COUNTY CONTRACT - FY2016
July 1, 2015 – June 30, 2016**

BASIC LEVEL OF OPERATING SERVICES

- Maintenance Deliverables
 - The county will maintain the equipment per manufacturer's recommendations
 - County will complete and return to the department the equipment maintenance certification log (See Attachment E)

S4 Coordinator Salary

1. Operate and monitor the enhanced 911 system within the state's enhanced 911 system.
 - a. Assure 911 dialing is operational within county.
2. AC Committee attendance - 50% of scheduled AC meetings per fiscal year.
3. Coordinator Forum – Attend all three (3) Coordinator forums per fiscal year.
4. Cooperate with and freely participate in monitoring or evaluation activities by the State E911 Coordinator's Office (SECO) and Auditor.
 - a. Maintenance of records for six (6) years after grant closure.

S5 MSAG / Mapping Coordinators

1. Maintenance of MSAG
2. Maintenance of 911 Maps/GIS
3. Progress toward and maintenance of MSAG-Map synchronization.

S6 IT Coordinator

1. Equipment/software (CPE, CAD, Net Clock, network, network security)
 - a. Participate in the selection and/or installation of equipment.
2. Equipment/software maintenance
 - a. Preventative and failure recovery maintenance.
3. Training in support of systems used by 911.

S7 Call Receiver Salary/Benefits

1. 50% or more call receiver time.

S8 Public Ed Coordinator

1. Participate in state 911 Pub Ed training/meetings.
2. Conduct various public 911 presentations to various audiences.
3. Participation in state 911 Public Education campaigns.

S9- Training Coordinator

1. Ensure successful participation and completion of training and continuing education.
2. Participate in state 911 training coordinator meetings.
3. Organize new hire training and continuing education.

ATTACHMENT C
STATE REIMBURSEMENT SCHEDULE
E911 COUNTY OPERATIONS CONTRACT - FY2016
 July 1, 2015 – June 30, 2016

COUNTY CONTRACT REIMBURSEMENT SCHEDULE
COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) SECTION

Statewide services benefit all counties and do not require local revenue to be used prior to state reimbursement. The following are reimbursed through county contracts:

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Advisory Committee Meeting Attendance	<u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expense for all AC meetings attended by the E911 County Coordinator or designee. The E911 County Coordinator must attend at least 50% of all held AC meetings per fiscal year – <i>contractual requirement</i> . A substitute of a primary PSAP/E911 employee must be pre-approved if requested to attend on the E911 County Coordinator's behalf, but will not count as part of the contractual obligation of 50% attendance by the E911 County Coordinator.
	AC Subcommittee Meetings	<u>AC Subcommittee Meetings:</u> Subcommittee members are authorized travel reimbursement for all subcommittee meetings they attend.
	Coordinator Forum Attendance	<u>Coordinator Forums:</u> Travel reimbursement expense for a total of two PSAP/E911 employees to attend Coordinator Forums. One of the two must be the E911 County Coordinator. The E911 County Coordinator must attend all Coordinator Forums – <i>contractual requirement</i> . A substitute of a primary PSAP/E911 employee must be pre-approved if requested to attend on the E911 County Coordinator's behalf.
	State E911 supported Attendance	<u>State E911 supported:</u> Travel reimbursement expenses for the 911 Coordinator to attend State E911 supported training, meetings, and/or events. <i>See: Advisory Committee Meeting Attendance/Travel Reimbursement Policy, Coordinator Forum Policy, Training Policy, Public Education Policy</i>
CPD2	E911 County Coordinator Training	The E911 County Coordinator is authorized up to \$6,000 (per fiscal year) to attend national NG911 related conferences/trainings and/or training to enhance job skills. A substitute of a primary PSAP/E911 office employee must be pre-approved if requested to attend on the E911 County Coordinator's behalf. For counties with a population of 1.5 million or more the authorized amount is doubled for an additional person to attend training, a total of \$12,000 (per fiscal year) <i>See: Training Policy</i>
Continue on next page		

CPD3	Public Education	Up to \$5,000 (per fiscal year) is authorized for expenses directly related to informing the public of the capabilities, limitations, and proper use of E911, which includes training, salaries, travel, supplies and materials. Expenses for purchases and training must be pre-approved by the E911 Program Manager and/or Financial Coordinator. Back-fill is not eligible under this line item. <i>See: Public Education Policy, Training Policy</i>
CPD4	911 Salaries/Benefits and Training	Up to \$13,500 (per fiscal year) is authorized for salaries/benefits and training expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill is not eligible under this line item. <i>See: Training Policy, Salaries & Benefits Summary</i>
CPD5	911 Call Receiver Training	Total training funds shall be calculated at \$500 (per fiscal year) per full-time call receiver at the primary PSAP(s) with a cap not to exceed 30 call receivers per county. Eligible expenses include: airfare, registration fee, luggage fee, parking, lodging, meals, rental vehicles, fuel, travel costs for mileage (personally-owned vehicles or agency vehicles that employee and/or PSAP is charged a fee to use) and overtime and backfill while in training status. <i>See: Training Policy</i>
CPD6	NG911 Modernization	Costs related to modernization of the E911 System as authorized and pre-approved by the State E911 Coordinator.
CPD7	911 Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.

BASIC SERVICES OPERATIONAL SECTION

ELIGIBLE ITEM		STATE REIMBURSEMENT
S4	E911 County/WSP Coordinator – Salary	Salary/benefits shall be calculated at \$63,807 (per fiscal year). <i>See: Salaries & Benefits Summary</i>
S5	Master Street Address Guide (MSAG) & Mapping/ GIS Coordination - Salary	Salary/benefits shall be calculated at \$57,090 (per fiscal year). MSAG and/or Mapping/GIS Coordinator must be someone other than E911 County Coordinator. Back fill is not eligible under this line item. <i>See: Salaries & Benefits Summary</i>
S6	E911 Information Technology (IT) - Salary	Salary/benefits shall be calculated at \$27,014 (per fiscal year), per PSAP, to support and maintain WAC-eligible E911 equipment. IT support must be a person other than the E911 County Coordinator. Back fill is not eligible under this line item. <i>See: Salaries & Benefits Summary</i>
S7	E911 Call Receiver Salaries and Benefits	Salary/benefits shall be calculated \$288,750 (per fiscal year). Call Receivers are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared to answer 911 calls. <i>See: Salaries and Benefits Policy</i>
S8	E911 Public Education Coordinator – Salary	Salary/benefits shall be calculated at \$7,273 (per fiscal year) to assist with local public education activities. Public Education Coordinator must be a person other than the E911 County Coordinator. Backfill is not eligible under this line item. <i>See: Public Education Policy, Salaries & Benefits Summary</i>

S9	E911 Training Coordinator – Salary	Salary/benefits shall be calculated \$7,273 (per fiscal year) to assist with PSAP training. Training Coordinator must be a person other than the E911 County Coordinator. Back fill is not eligible under this line item. <i>See: Salaries & Benefits Summary</i>
B4	MSAG/Mapping/GIS - Training	Training shall be calculated at \$5,000 (per fiscal year). <i>See: Training Policy</i>
B5	E911 IT - Training	Training shall be calculated \$10,000 (per fiscal year) to support WAC-eligible E911 equipment and must be pre-approved by the state office. <i>See: Training Policy</i>
B6	Call Receiver Training	Total training funds shall be calculated at \$1,500 (per fiscal year) per full-time Call Receiver at the primary PSAP. May also be used for salary of new call receiver, while enrolled in new hire internal/external training. Limited to \$2,000 for each new hire. <i>See: Training Policy, Salaries & Benefits Summary</i>
B7	E911 Mapping Administration	Hardware, software, and services for the E911 Mapping/GIS /MSAG Coordinator to manage the mapping /MSAG data. Calculated at \$10,000 (per fiscal year). Expenditures must be pre-approved by the State Office IT Staff. <i>See: Capital Equipment Support Policy, Salaries & Benefits Summary and Training Policy</i>
B12	Headsets for E911 Call Receivers	Limited to one headset per call receiver, per fiscal year; maintenance to include accessories and replacement parts (including batteries). Headsets do not need prior approval to purchase.
B13	Destruction of E911 Records	Shall be calculated at \$500 per fiscal year.
B14	E911 Coordinator Electronic Mail	Shall be calculated at \$500 per fiscal year for electronic mail service. May be used to purchase and/or maintain monthly service device to access E911 email (laptop, Smartphone, etc).
EQUIPMENT MAINTENANCE SECTION		
ELIGIBLE ITEM		STATE REIMBURSEMENT
S1.1	CPE /Telephone System Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
S3.1	PSAP Mapping Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, and Salaries & Benefits Summary</i>
B1.1	UPS Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>

B8.1	Instant Call Check Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
B10.1	E911 MIS Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
B11.1	Call Detail Recorder or Printer Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
C1.1	Logging Recorder Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
C2.1	CAD System Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
C3.1	Auxiliary Generator Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
C4.1	Clock Synchronizer Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Support Policy, Training Policy, Salaries & Benefits Summary</i>
C5.1	Console Furniture Maintenance	Expenses related to repairs and preventative maintenance. <i>See: Capital Equipment Policy.</i>

**ATTACHMENT D
BUDGET SHEET
E911 COUNTY CONTRACT – FY2016
July 1, 2015 – June 30, 2016**

	SFY2016
Coordinator Professional Development	\$ 38,100
Operational	\$ 385,457
TOTAL CONTRACT NOT TO EXCEED	\$ 423,557

ATTACHMENT E
EQUIPMENT MAINTENANCE CERTIFICATION LOG
E911 COUNTY CONTRACT – FY2016
July 1, 2015 – June 30, 2016

Pacific County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)			
PSAP Mapping			
Uninterruptible Power Supply (UPS)			
Instant Call Check			
911 Management Information System (MIS)			
Call Detail Recorder/Printer			
Logging Recorder			
Computer-Aided Dispatch System			
Auxiliary Generator			
Clock Synchronizer			
Call Receiver Console Furniture			

Signature (name and title)

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:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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): Risk

OFFICIAL NAME & TITLE: Kathy Spoor

PHONE / EXT:

SIGNATURE:

Kathy Spoor

DATE: 8-14-15

NARRATIVE OF REQUEST

I recommend approving payment for damages in the amount of \$345.11

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

Move to approve payment for claim for damages in the amount of \$345.11.

#2015-08-001



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:

~~08/17/15~~ 8/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): Risk

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE:

Kathy Spoor

DATE:

8-17-15

NARRATIVE OF REQUEST

Based on information provided by DPW (see attached) I am recommending the Board deny claim for damages.

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

Move to deny claim for damages. #2015-08-002



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
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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 23

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required


☐ OTHER: _____

DISTRIBUTION LIST:

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|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOC | <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: 8/17/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Warren Cowell representing the "Citizen" position and Mike Cassinelli representing the "Cities" position on the Willapa Bay WRIA #24 Lead Entity Citizens Committee	



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:
08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 24

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 8/17/2015

NARRATIVE OF REQUEST

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

Approve Agreement with Craft3 for the On-Site Septic Loan Program

Name of Contractor: <u>Craft3</u>	
Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended): <u>On-Site Septic Loan Program Contract</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 checked="" 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
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): <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:	
- 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):	
Craft3 may invoice the County for up to 50% of total Clean Water Loans, not to exceed \$165,000	
TOTAL COST/AMOUNT (include sales & use tax): \$165,000	
TOTAL TAX: _____	
TOTAL SHIPPING/HANDLING: _____	
EXPENDITURE FUND #: _____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 type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE MATCH: _____
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT OF MATCHING FUNDS: _____

AGREEMENT
BY AND BETWEEN
PACIFIC COUNTY
AND
CRAFT3

THIS AGREEMENT is entered into the 6th day of August, 2015, between Pacific County, hereinafter "County", and Craft3, hereinafter "Craft3", a Washington nonprofit corporation.

The County has received funds from the Washington State Department of Ecology (Ecology) to provide affordable loans to qualified Pacific County property owners. Craft3 offers inclusive loans to qualified property owners for repair and/or replacement of on-site septic systems or for connection to sewer, hereinafter referred to as the Clean Water Revolving Loan Fund (RLF), to be supported by Ecology funds.

THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the RLF program jointly administered by the County and Craft3 using Department of Ecology funds and other sources obtained by the lender and/or the County.
2. TERM. The term of this Agreement is from September 1, 2014, through June 30, 2017, subject to the termination provisions hereinafter set forth.
3. DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require.
 - a. Agreement. The word "Agreement" means this Contract, as this Contract may be amended or modified from time to time, together with all exhibits and schedules attached.
 - b. Individual. The word "Individual" means the owner of a property or small business owner and shall include a sole proprietor or legal entity.
 - c. Loan. The word "Loan" means any and all loans and financial accommodations from Craft3 within the RLF parameters for the period of this contract.
4. OBLIGATION OF THE COUNTY. The Department of Community Development shall serve as the County's agent for obligations included in this Agreement. The County agrees to abide by the terms of grant agreement G1300057 with Ecology. In addition, the County agrees to provide the following services in support of the joint County – Craft3 septic loan Program:
 - a. Refer prospective borrowers to Craft3.

- b. Provide information regarding the Craft3 RLF to the public, permit applicants, to property owners receiving failure notices or other enforcement notifications, and as other opportunities arise.
 - c. Provide permitting, inspection, enforcement and related functions concerning the regulation of on-site septic system repairs.
5. **OBLIGATIONS OF Craft3.** Craft3 agrees to use on-site septic repair grant funds received from the County to maintain the Clean Water loan fund. Craft3 agrees to provide the following services in support of the RLF :
- a. **Revolving Loan Fund (RLF):** Craft3 shall provide loans to eligible property owners to cover the complete cost of on-site septic system repair or replacement or connection to sewer including permitting, engineering, installation, and on-going inspection and/or servicing.
 - b. **Eligible loan proceeds:** Eligible loan proceeds may cover the complete cost of on-site septic system repair for residential or small commercial properties including the cost of the design, permits, engineering, installation, origination fees, document fees, and on-going inspection and/or servicing. The definition of "small commercial" requires that the average daily flows from any one single business cannot exceed 3,500 gallons per day. Additional uses of proceeds may be approved upon written authorization by the County.
 - c. **Credit determination:** Craft3 shall be responsible for administration of the Clean Water Loan consistent with Craft3's Credit Policy. Craft3 has sole authority for adopting and implementing Credit Policy for the Clean Water Loan.
 - d. **Loan Documents/Security:** Craft3 shall issue loans from the RLF using loan documents it deems appropriate in accordance with state and federal loan requirements.
 - e. **Loan Rates & Terms:** The Loan rates, terms, and approval criteria were designed specifically to be accessible to borrowers with low incomes, and may be available to those with existing debt, and previous credit problems. Craft3 will offer the rates and terms provided in Attachment A. In the event that Craft3 needs or wishes to change loan rates and/or terms, Craft3 will consult with the County with a goal of achieving mutually agreeable rates and terms. However, Craft3 maintains sole authority for establishing rates and terms. Any changes to rates and terms will be consistent with State and Federal consumer lending regulations.
 - f. **Loan Servicing:** Craft3 is responsible for managing loan servicing according to its internal credit policy. Craft3 will provide loan servicing services including collections, enforcing/acting on default of loans. Craft3 will ensure that adequate processes and procedures are in place to ensure good credit quality management
 - g. **Manage Loan Loss Reserve:** In order to offset risk of loan defaults, Craft3 may establish a loan loss reserve using 100% private funds. In the event of a loss, Craft3 may transfer 100% of the cost of the loan from the Loan Loss Reserve into RLF fund for ongoing use in Pacific County.

- h. **Repaid loan principal.** Upon repayment by the original borrowers: Loan principal shall be incorporated into the RLF and be used to fund additional loans in Pacific County.
- i. **Marketing and customer assistance:** Craft3 shall collaborate with the County to build awareness of the loan. Craft3 will develop relevant loan collateral materials (e.g. website, brochure, loan application) and provide to the County for inclusion in outreach, mailings, and failure notices as well as to system installers, designers, maintainers, inspectors, realtors, pumping firms, and to the general public. Craft3 will provide loan information, application materials, and assistance to the public to loan applicants
- j. **Reporting:** Quarterly reports are due within 10 days of the last quarter end and shall include the following information:
 - i. Information required for County-reporting and invoicing to Ecology. For every loan-funded project completed during the previous quarter:
 - Total Loan Amount based on eligible uses of loan proceeds specified above in section 5b.
 - Location (project address, latitude and longitude, parcel number)
 - Amount of Ecology funds used
 - Amount of matching sources used
 - Narrative summary of activities completed
 - Certification that the property owner sought three bids and provided to the lender for retention in the file and are available for review upon request.
 - Reason why the property owner chose their contractor/bid.
 - Other data upon request, as required by Ecology and/or Pacific County.
 - ii. Other loan portfolio information upon request.
 - iii. Final report, using Ecology's required format, upon completion of the grant.

6. **PAYMENTS TO CRAFT3 FROM COUNTY.** A Project budget is provided in Attachment B. Craft3 shall be entitled to invoice the County for amounts up to 50% of total Clean Water Loans funded during the contract period. Total compensation to Craft3 from the County may not exceed \$165,000 for the loan portion. In no case shall the County be liable for any costs incurred and/or losses that exceed the above amounts.

Craft3 shall invoice the County using the required Department of Ecology documentation.

Craft3 shall submit for reimbursement only costs associated with funded loans for system repairs.

7. **NON DISCRIMINATION.** Craft3 shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital

status, sexual orientation, age or the presence of mental, sensory or physical handicap.

8. RECORDS MAINTENANCE. Craft3 and the County shall retain all books, records, documents, and other material relevant to this Agreement for six years from the end of the grant term following the year in which the actual grant funds were directed to the County by Ecology. The County and Craft3 shall have full access and the right to examine any of these materials during this period, except that Craft3 shall have the right to maintain the confidentiality of borrower's personal financial records and Craft3's files pertaining to borrower's shall not be considered public records.
9. OWNERSHIP. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Craft3 or the Craft3's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Craft3 uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Craft3 and is not "work made for hire" within the terms of this Agreement.
10. 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 Craft3 are needed for the County to respond to a request under the Act, as determined by the County, the Craft3 agrees to make them promptly available to the County. If the Craft3 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 Craft3 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 Craft3 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 Craft3 (a) of the request and (b) of the date that such information will be released to the requester unless the Craft3 obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Craft3 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 Craft3 to claim any exemption from disclosure under the Act. The County shall not be liable to the Craft3 for releasing records not clearly identified by the Craft3 as confidential or proprietary. The County shall not be liable to the Craft3 for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

11. INDEMNIFICATION. Craft3 and the County shall, at all times during the term of this Agreement and thereafter, indemnify and hold each other, and each other's governing boards, officers, employees, and affiliates, harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, that may be suffered or incurred, arising out of the death or injury to any person or persons or out of any damage to property, and against any other claim, proceeding, demand, expense, and liability of any kind relative to this Agreement which directly resulted from or was caused by the negligence of the indemnifying party, its officers or employees with respect to the indemnifying party's obligations under this Agreement. It is understood that septic system designers, installers, operation and maintenance specialists and other agents or contractors of Craft3 have no relationship to the County or Craft3, and that the County and Craft3 provide no guarantee or assurance of their performance, or the performance of any on-site septic system financed or repaired under this Program.
12. AGREEMENT ALTERATIONS AND AMENDMENTS. Craft3 and the County may mutually amend this Agreement. Such amendments shall not be binding unless and until they are in writing and signed by personnel authorized to bind Craft3 and the County.
13. TERMINATION. Except as otherwise provided in this agreement, either party may terminate this Agreement upon 30 days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination. In the event of termination, any loan funds committed to the borrower by Craft3 will be available for invoicing upon loan funding. Any funds not committed to a loan would then be de-obligated.
14. SAVINGS. In the event funding from the State of Washington or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.
15. DISPUTES. The parties shall make every effort to resolve disputes arising out of or relating to this Agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute under this Agreement, the parties shall each appoint a member to a Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The majority

determination of the Dispute Board shall be final and binding on the parties hereto.

16. COMMUNICATION. The County and Craft3 shall make the best efforts to coordinate public communication, marketing, and promotions in ways which ensure consistent and clear communication to all concerned parties.

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

IN WITNESS WHEREOF, parties have executed this agreement.

APPROVED THIS _____ DAY OF _____, 2015

CRAFT3

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



David Oser, CFO

ATTEST:

Marie Guernsey
Clerk of the Board

✓
Risk Management Reviewed
Risk Mgr Initials KS Date 8-18-15
Legal Review Requested
Prosecutor Review/Approved as to Form
Signature/Date _____

ATTACHMENT A

The following chart summarizes the loan terms current as of _____.

Craft3 Clean Water Loan Termsheet			
Borrowers	Eligible borrowers include residential and small commercial property owners (commercial systems with up to 3,500 gal/day) authorized to do business in the state of Washington. Properties need not be owner occupied.		
Use of proceeds	100% of the cost of the septic system design, permits, repairs, replacement, and up to \$1,750 for ongoing inspections, operations & maintenance, and minor repairs (<i>No interest is charged until the funds are utilized.</i>) In certain areas, upon approval by the local health juistiction or County, loans may also cover the cost of connection to the municipal sewer system. Commercial properties may apply for loans. Depending on the funding source and their geographic location, borrowers may be eligible for subsidized "clean water" rates or Craft3's standard business lending rates.		
Loan Amount	\$5,000 – \$50,000 <i>Other amounts may be considered on a case-by-case basis at the discretion of Craft3</i>		
Residential Loan Rates & Terms			
Annual Household Income	Up to \$35,000	\$35,001 - \$55,000	Greater than \$55,001
Interest rate*	1.99% fixed (2.08% APR)	3.99% fixed (4.42%APR)	4.99% fixed (5.72% APR)
Fees	All eligible fees are incurred by borrower and financed through the loan. No fees are paid by the County.		
Craft3 Loan Fee	\$150	\$150	\$150
Document Fee	\$350	\$350	\$350
Third Party Fees*	\$200	\$200	\$200
	<i>*Estimated figure above. Borrower pays only fees incurred. - e.g. credit report, title insurance.</i>		
Payment Schedule**	No monthly payments required, interest accrues.	Monthly interest only payments.	Monthly principal and interest payments.
Term	15-year with option to renew	15-year with option to renew	15 year term
Prepayment option	No prepayment penalties		
Commercial Rates & Terms	Commercial rates and terms are developed on a case-by-case basis depending on the project. Typical Clean Water rates/terms are as follows, but final rates are determined on an individual basis:		
	Loan amounts under \$50,000:		Loan amounts over \$50,000:
	Rate: 4.99% Term: up to 60 months Payments: monthly principal & interest		Rate: 5.99% Term: up to 84 months Payments: monthly principal & interest
Loan Disbursement	Craft3 allows for multiple disbursements of loan proceeds. Typical projects include an up-front disbursement upon Craft3's receipt of		

Craft3 Clean Water Loan Termsheet					
	signed loan documents and written request by the borrower. A final loan disbursement is made after the project is approved by both the borrower and the County.				
Loan Repayment & Security	Loans are secured with a lien on the septic system via UCC-1a filed with the county. Craft3 is willing to take subordinated positions, (e.g. 2 nd , 3 rd , etc. position)				
Underwriting Criteria	Craft3 reviews applications for major risk factors, such as delinquent taxes, delinquent mortgage, and bankruptcy. Then Craft3 evaluates credit history, income, tax assessed value of the home, and make a credit decision. To support our goal of expanding access to capital, Craft3 takes a ‘risk-layering’ approach to enable us to assist customers who have had modest credit challenges (i.e. qualifying credit score of 640 with a recent mortgage 30-day late), or an isolated more significant credit challenge (i.e. qualifying credit scores as low as 590, or a bankruptcy discharged 12 months ago). Craft3 prefers the subject property loan-to-value ratio to be under 100% of the assessed value, but can accommodate scenarios of 120% or higher which helps maximize inclusion for customers whose property values have been adversely affected by the recent declines in the housing market. General underwriting guidelines are as follows, though Craft3 reserves the ability to make alternative credit decisions on a case-by-case basis.				
Underwriting Criteria continued					
	>50%	<120%	590	Up to 2, 30-day lates in last 12 mo.	Discharged/dismissed 12+ mo.
Loan Application	A “paper” copy of the application is enclosed and a fully-integrated online application is available at www.craft3.org/cleanwater .				
Loan Origination Procedures & Schedule	<p>Craft3 is committed to providing great customer service, quick decision making, and compliance with consumer lending regulations. The following are the general procedures and schedule for receiving applications and originating clean water loans.</p> <p>Customer may apply before or after completion of a final design and/or bid.</p> <p>Upon submission of application (online or paper):</p> <p>Preapproval: Initial underwriting completed and preapproval decision communicated to borrower (aprox. 3 business days). <i>Preapproval is subject to ID and income verification.</i></p> <p>Finalizing project scope/application documentation: Craft3 loan officer works with applicant to collect project documents (e.g. <i>design, design approval, permits, bid/scope of work</i>) and establish final loan amount. If needed, Craft3 can make its design advance loan available to assisting with the cost of the design and permits.</p> <p>Loan Closing: Loan documents mailed to borrower for remote or in-office signing.</p> <p>Initial disbursement to contractor is provided upon receipt of final signed loan documents. These funds help contractors with up-front material and labor costs.</p> <p>Contractor paid balance due: upon project completion, receipt of signed final invoice, and county approval.</p>				

Craft3 Clean Water Loan Termsheet

**APR, Annual Percentage Rate*

***Loan availability, terms, and conditions current as of 9/1/2014, and are subject to change. Residential property examples include financing of standard third party and lender loan fees totaling approximately \$725. Not all applicants will qualify. Equal Housing Lender. Craft3 NMLS ID#390159.*

Principal balance and interest (if applicable) due on sale, transfer, refinance, or maturity. If, after 15 years, homeowner has not sold, refinanced, or otherwise transferred ownership of the property, is in compliance with the loan agreement, and meets relevant lending/program criteria, the loan period may be extended, at the lender's sole discretion, for up to an additional five years.

ATTACHMENT B

Total Project Budget

Funding Source	Ecology Centennial Grant funds	Craft3 Match	Total
Use of Proceeds			
Loan Capital	\$165,000	\$165,000	\$330,000
Total Funds Available	\$165,000	\$165,000	\$330,000



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:

08/25/15

AGENDA REQUEST FORM

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

Agenda Item #: 25

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

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

PHONE / EXT: x2243

SIGNATURE: PTP

DATE: August 18, 2015

NARRATIVE OF REQUEST

During the May 26, 2015 public meeting of the Board of County Commissioners, the Board acknowledged that tax-title parcel #75023025008 (which includes two adjoining lots) may be sold by private negotiation in accordance with RCW 36.35.150. At that meeting, the Board authorized the management & fiscal analyst to notify all interested parties and adjacent property owners of the potential sale. Information packets were then sent to all property owners and interested parties. A deadline of August 12, 2015 was established for all persons to submit offers on this parcel. Prior to the deadline, the county received three valid offers for this tax-title parcel.

I request that the Board accept the high offer for tax-title parcel #75023025008 (Railroad Addition to Ocean Park Block 25 Lots 08 & 09) in accordance with RCW 36.35.150.

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

Accept offer for tax title property in the amount of \$1,800 in accordance with Chapter 36.35.150 RCW

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.