

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

**Tuesday, November 22, 2016
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 LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (*limited to three minutes per person*)

CONSENT AGENDA (Item A-B)

- A)** Approve Rainbow Valley Landfill Claims Vouchers:
PUD No. 2 - \$48.43
SCS Engineers - \$503.99
Royal Heights Transfer Station Inc. - \$845.46
Dragon Analytical Laboratory- \$2669.00
- B)** Approve regular meeting minutes of October 25, 2016
and November 8, 2016

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.

2016.41

A

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

PUD NO. 2

P.O. BOX 472

RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	10/26/16	UTILITIES	660	000	537	10	41	\$ 40.43

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

Larry Bale, PRES.
 Signature Title

10/31/16 11/3/16
 Date

Reviewed by:

Shawn Humphreys
 Faith Taylor, Director Shawn Humphreys, Deputy Director
 Department of Community Development

11-7-16
 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

NOV - 8 2016

GENERAL
BOARD OF COMMUNITY DEVELOPMENT

**PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY**


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

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



Account Number 19983

Page 1 of 1

Statement Date 10/26/2016

Billing Summary

Previous Balance	126.33
Payment Received 10/06/16	47.45 CR
Past Due Balance - Due Now	78.88
Current Charges Due By 11/21/16	48.43
Total Due	127.31

Messages

Check out our NEW Pay By Phone 844-829-1962
Due Date does not pertain to Balance Forward amount.

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

Meter Reading Details Meter A34390

Current KWH Reading	10/17/16	88804
Previous KWH Reading	09/17/16	88667
Total KWH Usage		137
Days Served	30	

Detail of Charges

137 kWh x 0.071200	9.75
Power Cost Adj @ 7%	0.68
Elec Basic Charge	21.00
Late Charge	17.00
Total This Service	48.43

MO	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sep 16	Oct 16
Usage	148	400	512	509	541	510	423	196	159	119	124	102	137
Avg/Day	5	14	17	15	18	16	15	7	5	4	4	4	5

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	11/21/2016
Amount Due	127.31
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 07
Raymond, WA 98577-0472



2016-42

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

SCS Engineers

3900 Kilroy Airport Way, Suite 100

Long Beach, CA 90806-6816

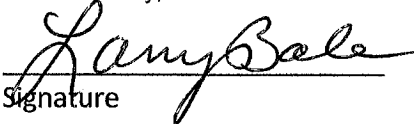
Vendor #	Date
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
0285727	8/31/16	RVL EVALUATION	660	000	537	10	41	503.99


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

11/3/16
Date

Reviewed by:


Faith Taylor, Director
Department of Community Development

11-7-16
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

NOV - 8 2016

GENERAL
BOARD

Invoice

2405 140th Avenue, NE
Suite 107
Bellevue, WA 98005-1877

425 746-4600
FAX 425 746-6747
www.scsengineers.com

SCS ENGINEERS

Mr. Larry Bale
Rainbow Valley Landfill, Inc.
114 Airport Road
Raymond, WA 98577

Remit to: SCS Engineers
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806-6816

Tax ID No: 54-0913440

August 31, 2016

Project No: 04215010.00

Invoice No: 0285727

Rainbow Valley Landfill Post-Closure Evaluation

- Reviewed Second Quarter 2016 monitoring results and prepared a plan for Third Quarter

Professional Services from August 01, 2016 to August 31, 2016**Professional Personnel**

	Hours	Amount	
Project Director II	2.00	384.00	
Project Professional I - Office	1.00	115.00	
Totals	3.00	499.00	
Total Labor			499.00

Additional Fees

Communications Fee	4.99	
Total Additional Fees	4.99	4.99

Total this Invoice \$503.99

Thank you.

2014.43

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.
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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
5101	11/1/16	LEACHATE TRANSPORTATION	660	000	537	10	41	\$845.46

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

Larry Bale
Signature

PRES.
Title

11/3/16
Date

Reviewed by:

Shawn Humphreys
~~Faith Taylor, Director~~ Shawn Humphreys, Deputy Director
Department of Community Development

11-7-16
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

NOV - 8 2016

GENERAL AD-
BOARD OF COMM.

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

Invoice

DATE	INVOICE #
11/1/2016	5101

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

P.O. NUMBER	TERMS
	net 10

DUE DATE
11/11/2016

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
11/1/2016	66,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	845.46

Balance Due

\$845.46

Date			
	<u>loads</u>		
10/1/2016			
2			
3			
4	2		
5			
6			
7			
8			
9			
10			
11	1		
12			
13			
14	1		
15			
16			
17	1		
18			
19			
20	1		
21	1		
22			
23			
24			
25			
26			
27			
28	2		
29			
30			
31	2		
	11		
	<i>total gallons</i>		66000
		TOTAL	\$845.46

2016.44

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

DRAGON ANALYTICAL LABORATORY

2818 MADRONA BEACH RD. NW

OLYMPIA, WA 98502

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
160929-18	10/29/16	WATER QUALITY TESTING	660	000	537	10	41	\$ 2669.00

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

Jamy Bale PRES. 11/3/16
Signature Title Date

Reviewed by:

Shawn Humphreys 11-7-16
~~Faith Taylor, Director~~ Shawn Humphreys, Deputy Date
Department of Community Development Director

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

NOV - 8 2016

GENERAL ADMIN.
BOARD OF COMMISSIONERS

Dragon Analytical Laboratory, Inc.

2818 Madrona Beach Rd NW
Olympia, WA 98502
360-866-0543

Invoice

	Invoice #
10/28/2016	160929-18

Bill To

Mr. Larry Bale
Rainbow Valley Landfill
114 Airport Road
Raymond, WA 98577

Project #

P.O. #

Terms

Net 30

Service Date	Qty	Item	Description	Rate	Amount
9/29/2016			L-1,2,3		
	1	BOD	Biochemical Oxygen Demand	47.00	47.00
	3	Chloride	Chloride	26.00	78.00
	3	COD	Chemical Oxygen Demand	30.00	90.00
	3	Total Coliform	Total Coliform	26.00	78.00
	3	Metals, Prep	Heavy Metals, Extraction	10.00	30.00
	3	Metals, Total	Heavy Metals, Total (4-Cr,Fe,Mn,Zn)	56.00	168.00
	3	AMO	Ammonia	26.00	78.00
	3	Nitrate	Nitrogen, Nitrate	26.00	78.00
	3	Nitrite	Nitrite	26.00	78.00
	1	Oil & Grease	Oil & Grease (FOG) HEM	70.00	70.00
	1	TSS	TSS	26.00	26.00
	3	Sulfate	Sulfate	26.00	78.00
	3	TOC	Tot Organic Carbon	45.00	135.00
			SW-1 & SWPP		
	2	Metals, Prep	Heavy Metals, Extraction	10.00	20.00
	2	Metals, Total	Heavy Metals, Total (2-Cu,Zn)	28.00	56.00
	2	AMO	Ammonia	26.00	52.00
	2	Nitrate	Nitrogen, Nitrate	26.00	52.00
	2	TURB	Turbidity	20.00	40.00
			MW-1,2,5,6,7		
	5	Chloride	Chloride	26.00	130.00
	5	COD	Chemical Oxygen Demand	30.00	150.00
	5	Total Coliform	Total Coliform	26.00	130.00
	5	Metals, Prep	Heavy Metals, Extraction	10.00	50.00
	5	Metals, Total	Heavy Metals, Total Dissolved (3-Fe,Mn,Zn)	42.00	210.00
	5	AMO	Ammonia	26.00	130.00

Thank you for your order, we appreciate your business.

Total

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

B

PROCEEDINGS

9:00 AM
Tuesday, October 25, 2016

1216 W. Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Eric Weston, Chief Civil Attorney

GENERAL PUBLIC IN ATTENDANCE

Todd Bennington, Willapa Harbor Herald (*recorded the meeting*)

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

PUBLIC COMMENT – None

CONSENT AGENDA (Items A-B)

It was moved by Rogers, 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 October 11, 2016

Approve Rainbow Valley Landfill Claims Vouchers
Royal Heights Transfer Station, Inc. - \$384.30
PUD No. 2 - \$45.77

MEETING CLOSED – 9:02AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

PROCEEDINGS

9:00 AM
Tuesday, November 8, 2016

1216 W. Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Dotsi Graves, Parks & Fair Manager
Shawn Humphreys, Community Development Deputy Director
Megan McNelly, Community Development Executive Assistant/Office Manager
Will Hamlin, Community Development Planner
Eric Weston, Chief Civil Attorney
Stephanie Fritts, Emergency Management Director
Tim Martindale, Lead Telecommunicator

GENERAL PUBLIC IN ATTENDANCE

Fred Hill
Todd Bennington-WH Herald

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

PUBLIC COMMENT – None

MEETING CLOSED – 9:02AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

OTHER BUSINESS FOR FILING

Board of Health Annual Report

DRAFT

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

**November 22, 2016
9:00AM or shortly thereafter**

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

AGENDA

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

PUBLIC HEARINGS *(held in the Commissioners Meeting Room unless otherwise noted)*
10:00 AM Public Hearing- consider adoption of FY2017 Budget

Call to Order

Public Comment *(limited to three minutes per person)*

CONSENT AGENDA (Items 1-11)

Department of Public Works

- 1) 2016 Annual Bridge Report

Health & Human Services Department

- 2) Approve Amendment #1 to Contract #2016 CCAP HUD with Coastal Community Action Program
- 3) Approve voluntary reduction of Vinessa Karnofski, Wellspring Coalition Coordinator, to 0.60 FTE, effective December 1, 2016

Assessor's Office

- 4) Approve disposal of two Sharp Copiers; transfer of one Sharp Copier from the Prosecutor's Office to the Assessor's Office

Treasurer's Office

- 5) Approve disposal of HP Laserjet printer in accordance with Personal Property Inventory Procedures

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.

Sheriff's Office

- 6) Confirm Sheriff's signature on Memorandum of Agreement #MOA 517-131 with WA State Parks and Recreation pertaining to the co-use of the vessel "Osprey" Hull and trailer
- 7) Confirm hire of Mandy Hardy, Telecommunicator, Step 1, effective November 13, 2016
- 8) Confirm hire of Ryley Queener and Dustin Eaton to fill two vacant Deputy positions; 1.0 FTE, Step 1, effective November 18, 2016

General Business

- 9) Approve regular meeting minutes of October 25, 2016, November 8, 2016 and Special Meeting minutes of October 31, 2016 and November 8, 2016
- 10) Amend motion of October 25, 2016; approve per Copy Maintenance Agreement with Aberdeen Office Equipment for purchased copier
- 11) Amend motion of October 25, 2016; approve Amendment #1 to the Interdepartmental Contract for Services between General Administration and Health & Human Services

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 12) Consider adoption of Resolution 2016-_____ establishing department Organization Chart
- 13) Consider approval of awarding the bid for construction of the previously purchased equipment shed to DPR Builders and Developers, Inc.

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 14) Consider approval of Interlocal Agreement #1059-11-2021 with Tacoma-Pierce County Health Department for the use of the online food worker class; authorize Environmental Health Director to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 15) Consider approval of request to purchase Dell laptop with two docking stations
- 16) Consider approval of Contract #2016-17 PX TAC with Willapa Behavioral Health to provide community based substance use prevention services in North Pacific County

ITEMS REGARDING ASSESSOR'S OFFICE

- 17) Consider approval of the promotion of Brooke Andrews to the Senior Appraiser position, 1.0 FTE, Grade 10 Step 2, effective January 1, 2017

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ITEMS REGARDING SHERIFF'S OFFICE

- 18) Consider approval of Interagency Agreement #K12328 with the Washington State Patrol regarding the National Criminal History Improvement Program; authorize the Sheriff to sign
- 19) Consider approval of Emergency Management Performance Grant Contract #E17-109 with Washington State Military Department
- 20) Consider approval of Professional Services Agreement with Willapa Behavioral Health to provide School and Community Based Prevention Consultant Services; authorize Sheriff to sign

ITEMS REGARDING BOARDS & COMMISSIONS

- 21) Consider appointment of Chuck Mikkola to the Flood Control Advisory Board, effective January 1, 2017

ITEMS REGARDING GENERAL BUSINESS

- 22) Consider approval of request to waive \$50 from the Astoria-Warrenton Chamber of Commerce for the 2016 Great Columbia Crossing event
- 23) Consider adoption of Resolution 2016-_____ amending the Personnel Policy, Rules and Regulations

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 25) Consider adoption of FY2017 Budget
 - Adopt Resolution 2017-___ in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy
 - Adopt Resolution 2017-___ in the matter of county-related real and personal property tax levies for collection in 2017
 - Adopt Resolution 2017-___ in the matter of freezing new county employee hiring
 - Adopt Resolution 2017-___ in the matter of adopting the fy2017 Pacific County Budget, including the 2017-2022 Comprehensive Transportation Improvement and 2017 road construction programs, the 2017-2022 capital improvement plan for parks and recreation, and the 2017-2022 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2017 salaries for Pacific County's elected Officers and judges

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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:

11/22/16

AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

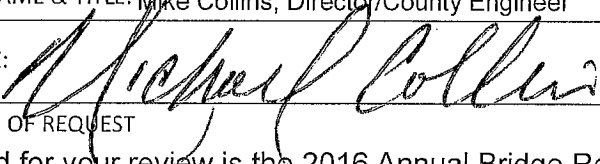
☐ Legal Required

DISTRIBUTION LIST:

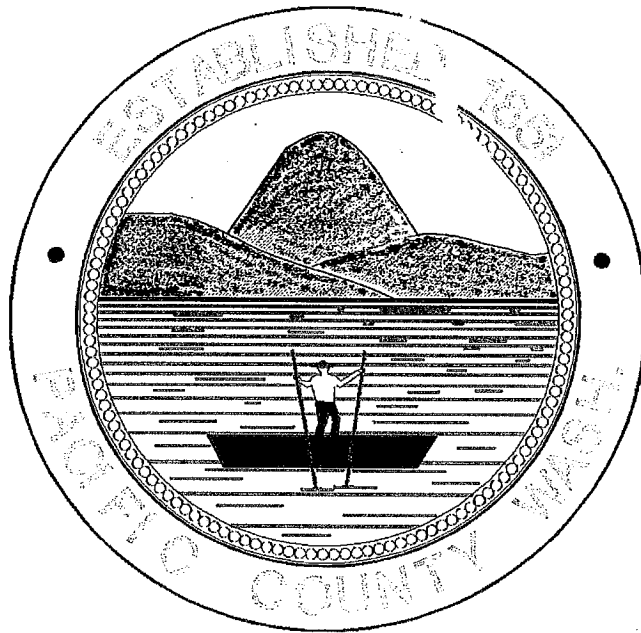
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> 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): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 11-09-16
NARRATIVE OF REQUEST Attached for your review is the 2016 Annual Bridge Report in accordance with WAC 136-20-060.	
RECEIVED PACIFIC COUNTY NOV 15 2016 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Acknowledge 2016 Annual Bridge Report	

2016 ANNUAL BRIDGE REPORT OF ROAD BRIDGE CONDITIONS



This annual bridge report is prepared by Pacific County Department of Public Works to fulfill the requirements of the Washington Administrative code (WAC) 136-20-060.

PACIFIC COUNTY
DEPARTMENT OF PUBLIC WORKS

Submitted by: 
Michael W. Collins, P.E., PLS, Director/County Engineer

BRIDGE TERMINOLOGY AND ACRONYMS

The following acronyms are used in bridge inspection along with definitions of terminologies mentioned.

WSDOT	Washington State Department of Transportation
WSBIS	Washington State Bridge Inventory System
FHWA	Federal Highway Administration
SID	Structure Identification Number
SF	Sufficiency Rating
SD	Structurally Deficient
FO	Functionally Obsolete
ADT	Average Daily Traffic
BRP	Bridge Replacement Program
HBRRP	Highway Bridge Replacement and Rehabilitation Program
BRAC	Bridge Replacement Advisory Committee
UBIT	Underwater Bridge Inspection Truck
WAC	Washington Administrative Code
WSBIM	Washington State Bridge Inspection Manual
HBRRP	Highway Bridge Replacement and Rehabilitation Program

SF – Sufficiency Rating a qualitative value that measures the bridge’s relative capability to serve its intended purpose. The value is generated from a formula that uses inspection data required by the National Bridge Inventory System (NBIS) program. A sufficiency rating will vary from 0 to 100, with a smaller value indicating a higher need for replacement/repair.

SD – Structurally Deficient defined as a bridge that required repair or replacement of a certain component. Being termed structurally deficient does not imply that the bridge is in danger of collapse or unsafe, but means that the condition of a major component is compromised so the structure is no longer able to carry its intended traffic load or is weight restricted

FO – Functionally Obsolete defined as a bridge that does not meet current standards. A bridge can be categorized FO for such items as; low vertical clearance, substandard bridge width, and flooding potentials.

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Cover Sheet and Signature Page

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Bridge Terminology and Acronyms

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2016 Bridge List.....Page 13

Map identifying Bridges

Map Identifying Locations of Restricted Bridges

INTRODUCTION

This report is prepared to fulfill the requirements of WAC 136-20-060 – “each county engineer shall furnish the county legislative authority with a written resume of the findings of the bridge inspection effort. This resume shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The resume shall include the county engineer’s recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer’s report with respect to deficient bridges was available to said authority during the preparation of the program.”

The Annual Bridge Report is prepared under the direction of the County Road Engineer and submitted to the Pacific County Board of Commissioners during preparation and adoption of the Six Year Transportation Program.

Bridges are critical transportation links and the inspection/maintenance of the structure is the responsibility of the owner.

This report summarizes the County’s 2016 bridge program. The goal of the bridge program is to keep the bridges open, preserve the infrastructure, safety for public use, and to maximize the useful life of the structure.

BRIDGE INSPECTIONS

The United States Department of Transportation requires all bridge owners to inspect their jurisdictional bridges and report the information including the bridge condition using their requirements in the National Bridge Inventory Standards.

The Washington State Bridge Inspection Manual, Chapter 2 page 6 states *“In general, a structure that is subject to NBIS and must be reports to the NBI when it meets all the following:*

- *Carries highway traffic*
- *Is owned by a public agency or built on public right of way for a public agency. Bridges owned by road associations or individual property owners on private right of way do not qualify.*
- *Is open to the public. Bridges posted “no trespassing” or otherwise clearly identified that they are privately owned or restricted to authorized users are not considered public. Bridges behind locked gates are also not considered public.*
- *Has a clear span along centerline of roadway greater than 20 feet.*

All states must perform periodic inspections of structures 20 feet or greater in span at least biannually. Inspection personnel must be qualified with continued periodic training ensured.

The purpose of routine inspections is to evaluate and record the current condition of the bridge, determine the degree of wear and deterioration, and recommend repairs. The inspector uses the National Bridge Inspection Standards (NBIS) to conform to 23 CFR 650.3 and inspects elements coding them with degree in deterioration in three primary elements; (1) deck, (2), superstructure, and (3) substructure. As deterioration shows the coding values drop and recommendations for replacement, rehabilitation, and repairs.

Updated inspection results are coded in the Washington State Bridge Inventory System (WSBIS) with results forwarded to WSDOT through the database. A copy of the Inspection Reports are available for inspection in the appropriate bridge file in the Department of Public Works at the Pacific County Courthouse.

New bridge inventory shall be added within 90 days of the structure being opened to the public.

Pacific County received guidance from WSDOT Bridge Unit in regards to the Federal Highway Administration requirements for all structures to be load rated for the new Specialized Hauling Vehicles (SHV). Based upon FHWA criteria, all structures must have these findings completed by December 31, 2017.

Pacific County has been vigilant in inspecting bridges for the safety of the traveling public. In 2013-14 Scour Evaluations were updated for all bridges and in 2014-15 Pacific County had all bridges Load Rated for the specialized hauling vehicles. The Inspection Frequency for each

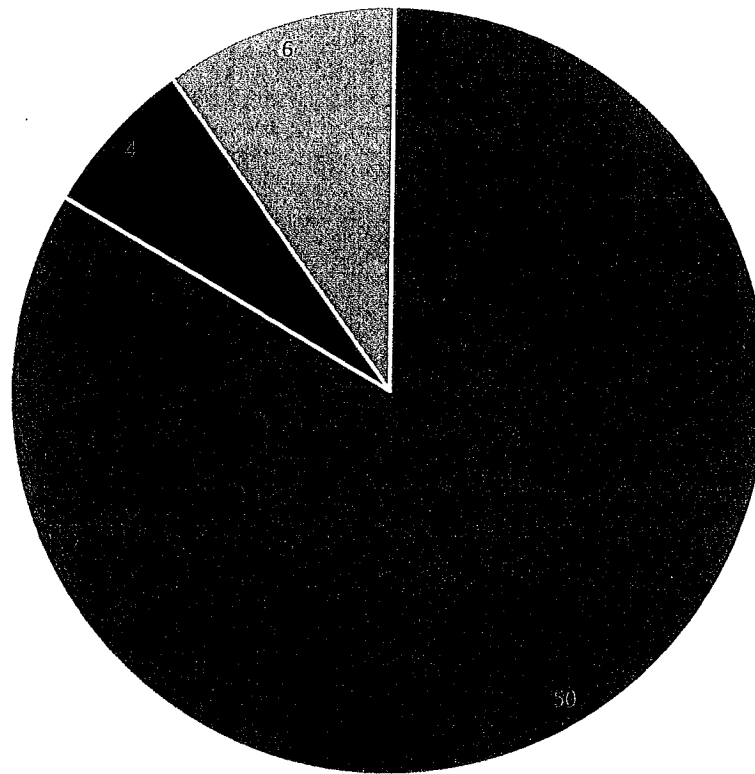
structure along with pertinent data for each is included in the 2016 Pacific County Bridges listing later in this report.

BRIDGE INVENTORY

Pacific County incorporates 352 miles of road system which encompass 60 bridges. The bridges are identified in this report.

Pacific County maintains 50 concrete bridges, 4 luten arch concrete bridges, 6 timber bridges and inspects an additional bridge located within the city limits of South Bend.

PACIFIC COUNTY BRIDGES



■ Concrete ■ Luten Arch ■ Timber

The timber bridges are as follows:

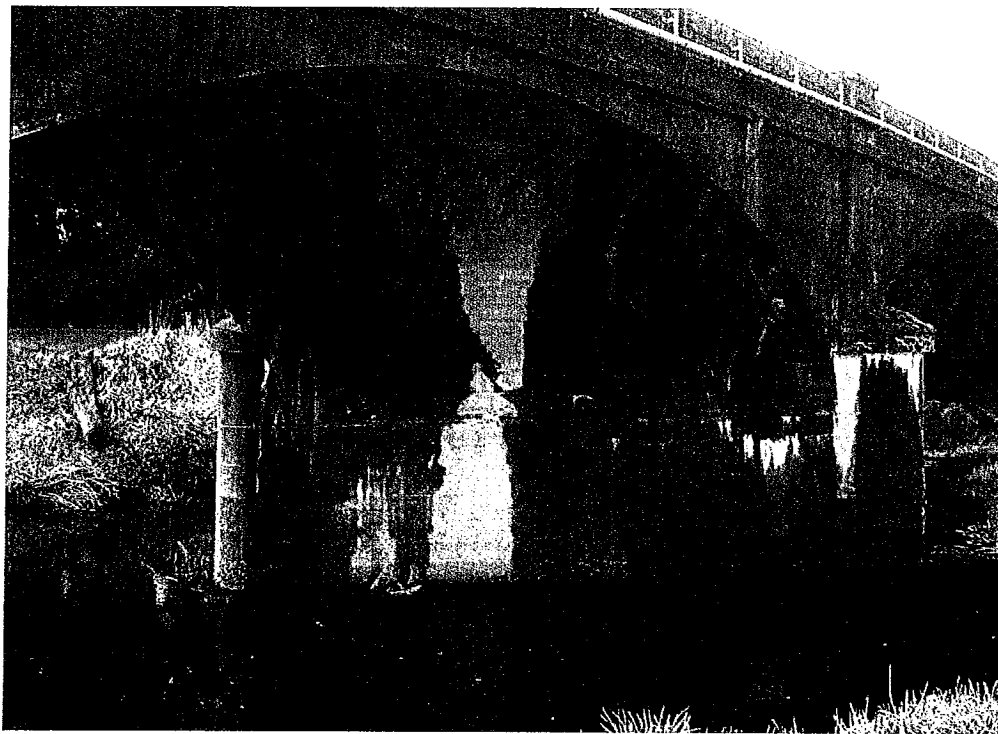
TIMBER BRIDGES			
Name	Number	Road Name	Year Built
Davis Creek	176901	Knappton Road - Naselle	1963
Surfside	318501	315 th Street – Surfside	1967
South Nemah	401201	Lynn Point Road – Nemah	1959
Niawiakum	419401	South Bend Palix Road – Bay Center	1965
Huber	492101	Falls Creek Road – Frances	1949
Fall River	612401	Falls River Road – Brooklyn	1953



Fall River Bridge on North River Road

The Luten Arch Bridges were constructed in 1916-17 during the Roosevelt administration. Though structurally sound, the bridges are functionally obsolete due to their lane width.

LUTEN ARCH BRIDGES			
Name	Number	Road Name	Year Built
Green Creek	479701	Stauffer Road – Menlo	1917
Lebam	484401	Lebam Road – Lebam	1917
Heckard	695501	Heckard Road – Raymond	1916
Fern Creek	947001	Elk Prairie Road – Frances	1916



Lebam Bridge on Lebam Road

The concrete bridges (39 of these reconstructed between 1980-1999) are of similar design.

CONCRETE BRIDGES			
Name	Number	Road Name	Year Built
Nyberg	175201	Nyberg Road – Naselle	1996
Tienhaara	190601	Tienhaara Road – Naselle	1980
Alanen	198101	Alanen Road – Naselle	1989
Nemah Valley	404201	Nemah Valley Road – Nemah	1981
Church	408201	Trask Road – Bay Center	1992
Bay Center	412701	2 nd Street – Bay Center	1981
Menlo So. Fork #1	467301	South Fork Road – Raymond	1960
Menlo So. Fork #2	467302	South Fork Road – Raymond	1991
Pehl	468101	Pehl Road – Raymond	1991
Rue Creek	475101	Rue Creek Road – Menlo	1996
Hyland Stringer	481001	Oxbow Road – Menlo	1982
Hanen	482301	Hanen Road – Menlo	1989
Doyle	483501	Doyle Road – Lebam	1994
Clark	487001	Clark Road – Lebam	1992
Walville	499101	Walville Road – Frances	1981
Jacobson	513201	Jacobson Road – North Cove	1990
Larkin	515101	Larkin Road – North Cove	1986
Hebish	596001	Dixon Road – Raymond	1992
Smith Creek	604401	Smith Creek Rd – Raymond	1993
Soule	604402	Smith Creek Rd – Raymond	1993
Elkhorn	606201	Elkhorn Road – Raymond	1996
North River	964003	North River Road – Brooklyn	1992
Raimie Creek	964004	North River Road – Brooklyn	1992
Overmeyer	623601	Overmeyer Road – Raymond	1987
Wilson Creek	675101	Wilson Creek Road- East Raymond	1992
Wesley King	697101	Wesley King Road – Raymond	1994
Mill Creek	698001	Mill Creek Road – Raymond	1977
Moose	698002	Mill Creek Road – Raymond	1994
Cady	698003	Mill Creek Road – Raymond	1992
Firdale	698004	Mill Creek Road – Raymond	1994
Mill Creek #5	698005	Mill Creek Road – Raymond	1995
Mill Creek #6	698006	Mill Creek Road – Raymond	1970
Ellsworth Slough	911901	Parpala Road – Naselle	1969
Dell Creek	911902	Parpala Road – Naselle	1972
South Fork Naselle	912801	South Valley Road – Naselle	1965
Salmon Creek	912802	South Valley Road – Naselle	1986
Bighill	192401	North Valley Road – Naselle	1963
Bighill Crusher	192402	North Valley Road - Naselle	1984
Williams Creek	940801	North Nemah Road - Nemah	1999

North Nemah	940802	North Nemah Road – Nemah	2005
Gamage	942901	Golf Course Road – Raymond	1998
Campbell	947002	Elk Prairie Road – Frances	1964
Karnas	947003	Elk Prairie Road – Frances	1964
Elk Creek	961001	Monohon Landing Road – Raymond	1997
Woodard Landing	961002	Monohon Landing Road - Raymond	1992
Willapa	961003	Monohon Landing Road - Raymond	1981
Camp One	969101	Camp One Road - Raymond	1984
Bullard	969102	Camp One Road - Raymond	1991
Borovec	963005	Smith Creek Road - Raymond	1985
County Line	964001	North River Road- North River	1959

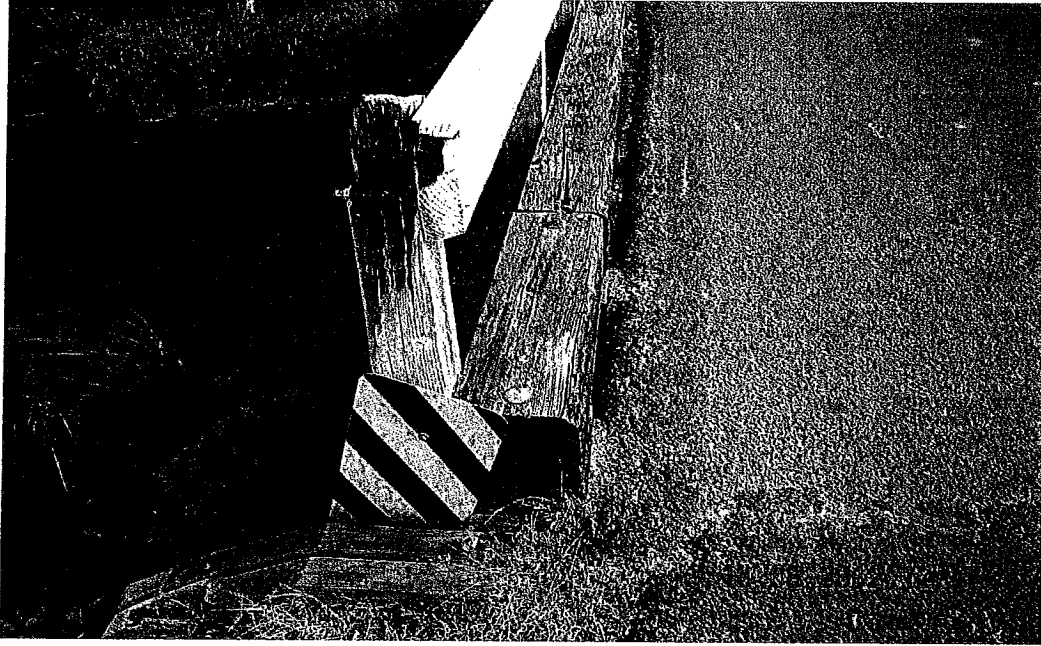
FUNCTIONALLY OBSOLETE (FO) BRIDGES		
Bridge Name	Bridge Number	Reason
Davis Creek	176901	Bridge Deck width is 19 feet
Alanen	198101	Bridge Deck width is 16 feet
Surfside	318501	Bridge Deck width is 10 feet
South Nemah River	401201	Bridge Deck width is 17 feet
Menlo South Fork #1	467301	Bridge Deck width is 19 feet
Pehl	468101	Bridge Deck width is 16 feet
Hanen	482301	Bridge Deck width is 16 feet
Heckard	695501	Bridge Deck width is 17 feet
Wesley King	697101	Bridge Deck width is 16 feet
Fern Creek	947001	Bridge Deck Width is 18 feet
County Line Bridge	964001	Bridge Deck Width is reduced to 1 lane

STRUCTURALLY DEFICIENT (SD) Bridges	
Bridge Name	Bridge Number
Niawiakum Bridge	492101

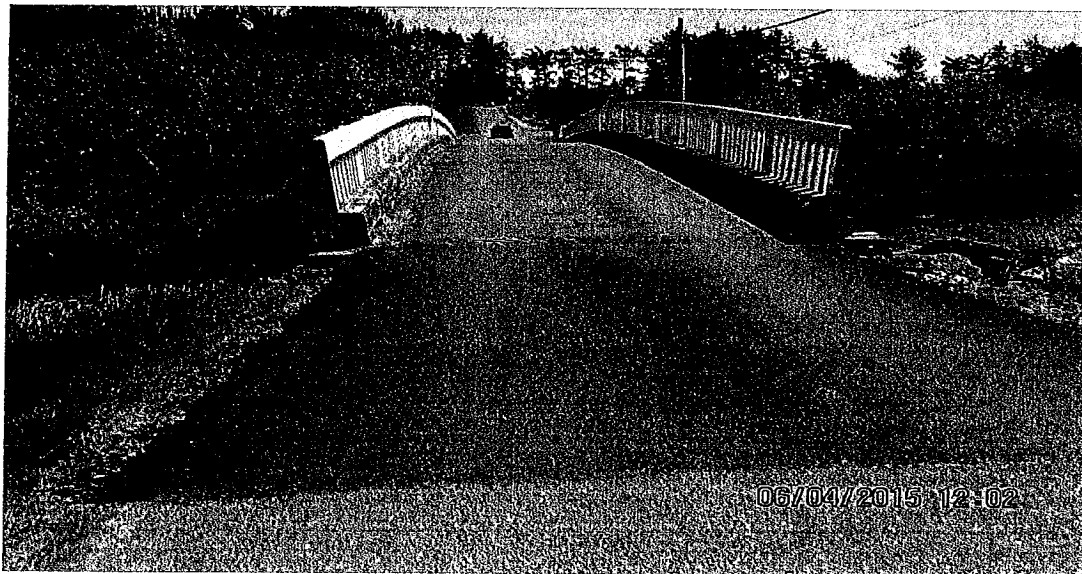
PERMANENT WEIGHT RESTRICTED BRIDGES	
Bridge Name	Bridge Number
Davis Creek	176901
Tienhaara	190601
Bighill	192401
Surfside	318501
South Nemah	401201
Bay Center	412701
Niawiakum	419401
Menlo SF #1	467301
Huber	492101
Larkin	515101
Falls River	612401
Ellsworth	911901
South Fork Naselle	912801
Campbell	947002
Karnas	947003
Camp One	961901
County Line	964001

ROUTINE MAINTENANCE

Maintenance is vital to preservation of the bridge structures in Pacific County. Each year routine maintenance is performed on Pacific County bridges to include: clearing the deck of debris, clearing the bridge drains, removing blackberry briars and tall grasses from the bridge abutments for a clearer sight distance at a minimum. The following photographs depict routine maintenance completed by county personnel:



Surfside Bridge prior to routine maintenance repairs.



Surfside Bridge after routine maintenance – railing and deck



Huber Bridge before maintenance



Huber Bridge After Deck Replacement – railing repair and deck replacement

BRIDGE FILES AND DOCUMENTATION

Pacific County maintains permanent individual bridge files in the Department of Public Works in the Pacific County Annex Building in the office of the County Engineer in South Bend. These files are stored in fireproof cabinets. The files include:

- Completed Checklist from Chapter 34 of the WSBIM
- Signed Bridge Inspection Reports both current and historical to include noted repairs/maintenance
- Copies of the Washington State Structural Inventory and Appraisal both current and historical
- Bridge Scour Evaluation
- Repair recommendations both current and historical
- Historical maintenance/repairs
- Photographs
- Historical plans and specifications
- Load Ratings
- Contracts for both replacement and maintenance/repairs to include the permanent construction documentation
- Notes/correspondence
- Pile Book
- Other Environmental or Structural documentation
- A notebook for each bridge load rating with calculations to include the 2017 mandate for Single Unit Trucks (back up copy on CD). This includes the Load and Resistance Factor Rating (LRFR) method.
- A notebook with cross section drawing of each scour evaluation

2016 PACIFIC COUNTY BRIDGES

	Structure ID	Bridge Name	Length	Width	SR	DEF	Year Built	Inspection Frequency	ADT	WEIGHT POSTED
1	175201	Nyberg	125	28	93.56		1996	24	47	NO
2	176901	Davis	49	19	48.21	FO	1963	12	198	YES
3	190601	Tienhaara	65	26	70.32		1980	12	43	YES
4	198101	Alanen	66	16	81	FO	1989	24	46	NO
5	318501	Surfside	80	10	74.86	FO	1967	12	249	YES
6	401201	South Nemah	89	17	48.16	FO	1959	12	33	YES
7	404201	Nemah Valley	73	26	87.36		1981	24	50	NO
8	408201	Church	205	16	86.47		1992	24	35	NO
9	412701	Bay Center	290	29	87.54		1981	12	472	YES
10	419401	Niawiakum	67	19	50.89	SD	1965	12	82	YES
11	467301	Menlo SF #1	34	19	59.05	FO	1960	12	215	YES
12	476302	Menlo SF #2	56	28	97.92		1991	24	162	NO
13	468101	Pehl	107	16	81.39	FO	1991	24	19	NO
14	475101	Rue Creek	49	28	98.94		1996	24	106	NO
15	479701	Green Creek	42	17	82.97		1917	24	165	NO
16	481001	Hyland Stringer	196	26	90.90		1982	24	191	NO
17	482301	Hanen	133	16	73.31	FO	1989	24	56	NO
18	483501	Doyle	155	22	92.72		1994	24	29	NO
19	484401	Lebam	149	17	72.97		1917	24	242	NO
20	487001	Clark	65	24	99.00		1992	24	151	NO
21	492101	Huber	63	15	51.55		1949	12	151	YES
22	499101	Walville	53	26	85.18		1981	24	16	NO
23	512301	Jacobson	26	24	98.00		1990	24	12	NO
24	515101	Larkin	55	26	84.97		1986	12	58	YES
25	596001	Hebish	46	16	77.00		1992	24	177	NO
26	604401	Smith Creek	110	24	92.75		1993	24	117	NO
27	604402	Soule	135	24	98.95		1993	24	96	NO
28	606201	Elkhorn	147	28	89.43		1996	24	50	NO
29	612401	Fall River	140	24	68.01		1953	12	232	YES
30	964003	North River	97	28	96.34		1992	24	192	NO
31	964004	Raimie Creek	110	28	97.34		1992	24	192	NO
32	623601	Overmeyer	41	28	86.95		1987	24	78	NO
33	675101	Wilson Creek	80	28	89.71		1992	24	104	NO
34	695501	Heckard	40	17	49.62	FO	1916	24	319	NO
35	697101	Wesley King	70	16	81.63	FO	1994	24	10	NO
36	698001	Mill Creek	98	28	84.45		1977	24	321	NO
37	698002	Moose	110	28	87.50		1994	24	321	NO
38	698003	Cady	105	28	86.50		1992	24	321	NO
39	698004	Firdale	90	28	88.32		1994	24	79	NO
40	698005	Mill #5	67	27	85.96		1995	24	79	NO

41	698006	Mill #6	40	28	75.65		1970	24	79	NO
42	911901	Ellsworth	20	28	78.76		1969	12	267	YES
43	911902	Dell Creek	50	28	87.59		1972	24	223	NO
44	912801	S.F. Naselle	120	24	64.32		1965	12	352	YES
45	912802	Salmon Creek	158	28	87.81		1986	24	352	NO
46	192401	Bighill	176	24	74.68		1963	12	141	YES
47	192402	Bighill Crusher	72	30	97.96		1984	24	141	NO
48	940801	Williams Creek	85	28	91.31		1999	24	312	NO
49	940802	N. Nemah	110	26	94.08		2005	24	312	NO
50	942901	Gamage	112	20	98.03		1998	24	440	NO
51	947001	Fern Creek	54	18	58.80	FO	1916	24	95	NO
52	947002	Campbell	100	24	68.66		1964	12	95	YES
53	947003	Karnas	100	24	71.49		1964	12	95	YES
54	961001	Elk Creek	80	32	96.76		1997	24	617	NO
55	961002	Woodard	130	28	88.25		1992	24	447	NO
56	981003	Willapa	182	28	82.20		1981	24	1175	NO
57	961901	Camp One	465	24	81.09		1984	12	480	YES
58	961902	Bullard	240	28	91.07		1991	24	333	NO
59	963005	Borovec	89	28	94.35		1985	24	81	NO
60	964001	County Line	180	22	47.69	FO	1959	12	192	YES
61	*City of South Bend	Skidmore Slough Bridge	70	26	98.20		2010	24	218	NO

Pacific County Bridges

GRAYS HARBOR COUNTY

R 11 W R 10 W R 9 W R 8 W R 7 W R 6 W

T 15 N
T 14 N
T 13 N
T 12 N
T 11 N

LEWIS COUNTY

WAHIAKUM COUNTY

Pacific County
WASHINGTON STATE

T 10 N
T 9 N

Columbia River

Pacific Ocean

Willapa Bay

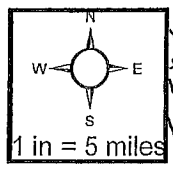
Willapa River

105

6

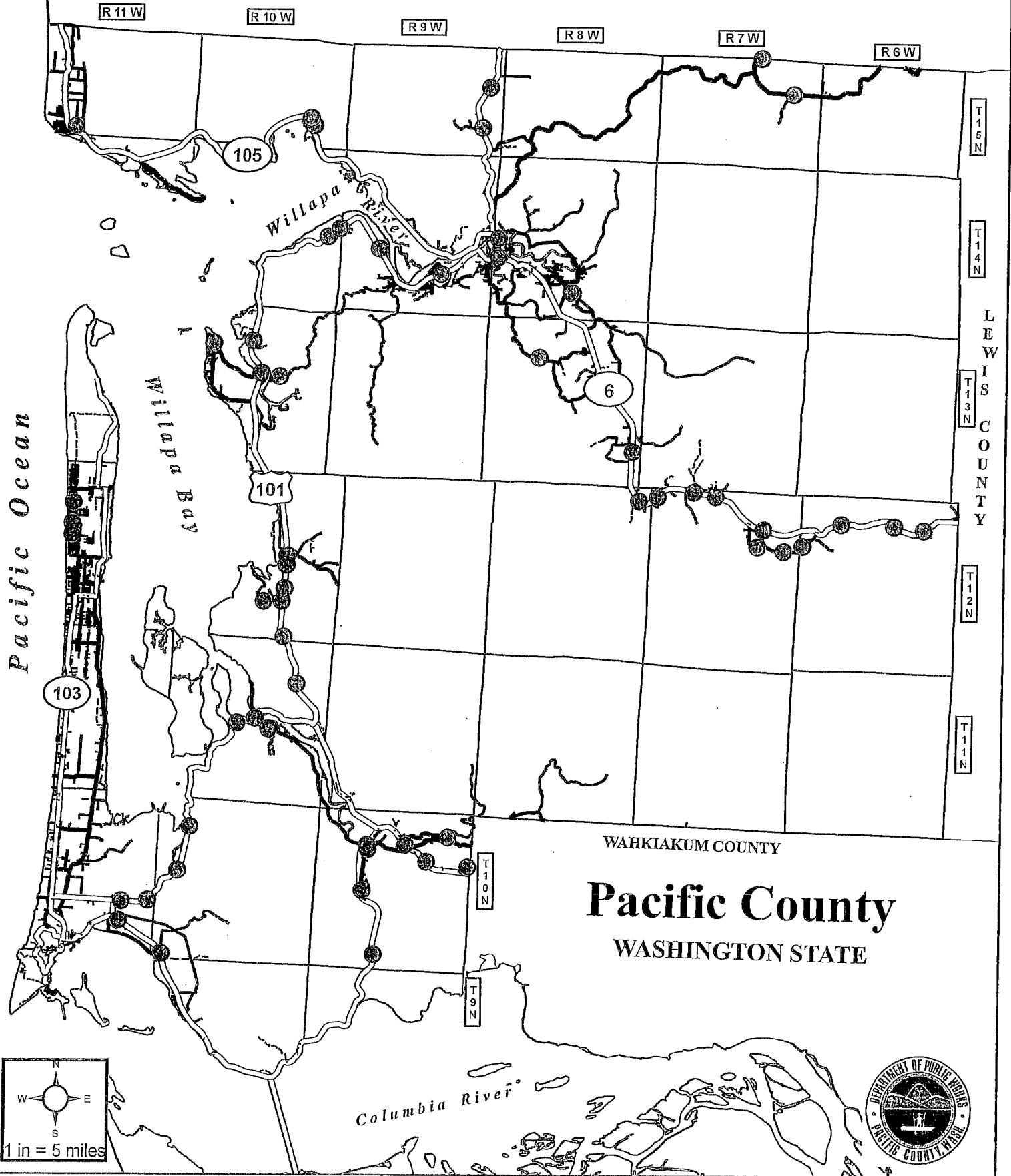
101

103



Pacific County Weight Restricted Bridges

GRAYS HARBOR COUNTY





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

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

REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 2

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

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☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

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☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: 

DATE: 11/14/2016

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #1 to Contract #2016_CCAP_HUD. This amendment eliminates the admin budget (originally \$7,444). CCAP doesn't have an approved indirect cost rate agreement and therefore cannot directly (or indirectly in this case), receive federal funds for administrative costs. To cover their admin costs, a separate contract the county holds with CCAP (that Kathy Spoor manages through GA- recording fees), was increased. 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 Amendment #1 to Contract #2016 CCAP HUD with Coastal Community Action Program

Contract #2016_CCAP_HUD
Amendment #1

PURPOSE OF THE CHANGE: To amend the contract between **Coastal Community Action Program (CCAP)** and **Pacific County**.

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

1. Decreases funding for admin by \$7,444 as outlined in exhibit B- Budget Amendment #1.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

CONTRACTOR
Coastal Community Action Program

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Authorized Representative

Frank Wolfe, Chairman

Title

Lisa Ayers, Commissioner

Address

Steve Rogers, Commissioner

(Address)

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey
Clerk of the Board

Date

Prosecutor's Office

WSBA#

Exhibit D- Budget & Match- Amendment #1

Pacific County Permanent Support Housing Collaborative (PCPSHC)

Performance Period: *Year 1- October 1, 2016-September 31, 2017*

- Contractor agrees to provide services on a reimbursement basis for the activities outlined in Exhibit C- Statement of Work, up to the maximum amounts per category as listed in the "Direct Budget" column below. Contractor shall track match and all related documentation and submit quarterly to the County as indicated in the "Match" Column below.

		c. Grant Term (see note below chart) (Check only one box) <input checked="checked" type="checkbox"/> 1 year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years	
d. Proposed Activities	e. Direct Budget	f. Match	g. Totals (Col. e + Col. f)
1. Acquisition	-	-	-
2. Rehabilitation	-	-	-
3. New Construction	-	-	-
4. Subtotal (Lines 1 through 3)	-	-	-
5. Leased Units	-		-
6. Leased Structures	-		-
7. Long-Term Rental Assistance	\$149,688	-	\$149,688
8. Housing Operations	\$12,474	-	\$12,474
9. Supportive Services (including Case Management) up to 30% of line 10 less line 4.	\$50,544	\$57,261	\$107,805
10. Grant Request (Subtotal lines 4 through 9)	\$212,706	Total Match (AT LEAST 25% OF REQUEST)	Total Budget (Total SHP Request + Total Cash Match)

11. Administrative Costs (Up to 7% of line 10)	\$0		
12. Total SHP Request (Total lines 10 and 11)	\$212,706	\$57,261	\$277,411

Eligible Operations Costs	
Eligible Item	Budget
Maintenance and Repair	
Property Taxes and Insurance	
Replacement Reserve	
Building Security	\$12,464 for 18 security deposits at \$691 each.
Electricity, Gas & Water	
Furniture	
Equipment (lease or buy)	
Total	\$12,464

Eligible Supportive Services (up to <u>40%</u> of grant less admin)	
Eligible Item	Grant Request
Assistance with Moving Costs	
Case Management	<p>\$25,272 funds ½ of the PCPSHC Coordinator position (to coordinate care coordination team, and provide case management for clients not engaged with other providers)</p> <p>(Match amount in this category provided by: \$24,033 from Willapa Behavioral Health, \$12,636 from Pacific County, and \$20,592 from Children's Advocacy Center who will</p>

	all provide case management for PCPSHC clients).
Housing Search/Counseling Services	\$25,272 funds the other ½ of the PCPSHC Coordinator position to provide initial housing placement, on-going support, and to conduct landlord liaison program.
Life Skills	
Outreach Services	
Transportation	
Utility Deposits	
Total	\$50,544 direct request \$57,261 in match

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: Vinessa Karnofski Phone Number: _____Physical Address: on file

Mailing Address (if different): _____

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

DOB: on file Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: Health & Human ServicesPosition Title: Human Services Program ManagerPhone/Ext.: 2639 Start Date: 7/2015Union: Yes ☐ which? _____ No ☒ Grade: _____ Step: _____Monthly ☐ Hourly ☒ Pay Rate: \$22.25 Exempt from Overtime: Yes ☒ No ☐Position is: change from .85 to .60 effective 12/1/16Regular (1.00 FTE) ☐ Regular Part-Time ☒ .60 FTE Casual ☐ Temporary ☐ approx. end date: _____Charge to BARS #: 118 350 562 00 10/20 (100 %)_____
(_____%)_____
(_____%)_____
(_____%)

NOTE: Percentages must equal 100%.

Signature of hiring official

11/7/2016

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 _____



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

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

REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: ASSESSOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR	PHONE / EXT: 2208
SIGNATURE: <i>Becky D. Torso, Chief Deputy</i>	DATE: 11/9/2016
NARRATIVE OF REQUEST	
1) DISPOSAL OF SHARP COPIER AR-M455U - REPLACED BY TRANSF FROM PROS ATT 2) DISPOSAL OF SHARP COPIER AR-M257 - REPLACED BY TRANSF FROM GEN ADMIN 3) TRANSFER OF SHARP COPIER AR-M550N - FROM PROS ATT TO ASSESSOR	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve disposal of two Sharp Copiers; transfer of one Sharp Copier from the Prosecutor's Office to the Assessor's Office, in accordance with Personal Property & Inventory Procedures	

PACIFIC COUNTY - INVENTORY **DISPOSAL/TRANSFER** FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3123	DEPT/OFFICE: ASSESSOR'S OFFICE
EQUIPMENT DESCRIPTION: COPIER, SHARP AR-M257	LOCATION: LONG BEACH, ADMIN BLDG
MODEL NUMBER: AR-M257	SERIAL NUMBER:

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

DISPOSAL

DISPOSAL DATE: 11/2/16	HOW DISPOSED: ABERDEEN OFFICE REMOVED
REASON FOR DISPOSAL: UPDATED WITH A NEWER MODEL FROM General Administration	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

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

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

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

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

Clerk of the Board

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

revised 1/2012

PACIFIC COUNTY - INVENTORY **DISPOSAL/TRANSFER** FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2769	DEPT/OFFICE: ASSESSOR'S OFFICE
EQUIPMENT DESCRIPTION: COPIER, SHARP AR-M455U	LOCATION: COURTHOUSE, SOUTH BEND
MODEL NUMBER: AR-M455U	SERIAL NUMBER:

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

DISPOSAL

DISPOSAL DATE: 11/1/2015	HOW DISPOSED: ABERDEEN OFFICE REMOVED
REASON FOR DISPOSAL: UPDATED WITH A NEWER MODEL FROM PROS ATT OFFICE	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

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

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

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

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

Clerk of the Board

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

revised 1/2012

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>- no fixed asset -</u>	DEPT/OFFICE: <u>ASSESSOR'S OFFICE</u>
EQUIPMENT DESCRIPTION: <u>COPIER, SHARP AR-M550N</u>	LOCATION: <u>COURTHOUSE, SOUTH BEND</u>
MODEL NUMBER: <u>AR-M550N</u>	SERIAL NUMBER: <u>85008112</u>

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

DISPOSAL

DISPOSAL DATE: _____	HOW DISPOSED: _____
REASON FOR DISPOSAL: _____	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

TRANSFER DATE: <u>11/1/2015</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>PROS ATTORNEY</u>	TO (DEPT/OFFICE): <u>ASSESSOR'S OFFICE</u>

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

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

Your request to <input type="checkbox"/> dispose <input type="checkbox"/> transfer the above referenced inventory item was <input type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.	
_____ Clerk of the Board	

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

revised 1/2012

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

5

5

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>3091</u>	DEPT/OFFICE: <u>Treasurer</u>
EQUIPMENT DESCRIPTION: <u>Printer</u>	LOCATION: <u>Courthouse</u>
MODEL NUMBER: <u>HP LaserJet P4015X</u>	SERIAL NUMBER: _____

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

DISPOSAL

DISPOSAL DATE: <u>2016</u>	HOW DISPOSED: <u>Waiting To Be Disposed</u>
REASON FOR DISPOSAL: <u>No Longer Works</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

RECEIVED
PACIFIC COUNTY

NOV 15 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

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

Clerk of the Board

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



REQUESTED MEETING DATE:

~~9/27/2016~~ 11/22/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 6

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 9/15/2016

NARRATIVE OF REQUEST

Request the BOCC confirm the Sheriff's signature on the Memorandum of Agreement between Washington State Parks and Recreation Commission and Pacific County Sheriff's Office effective through June 30, 2019. The attached original MOA is for your files.

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

Confirm Sheriff's signature on Memorandum of Agreement #MOA 517-131 with WA Sate Parks and Recreation pertaining to the co-use of the vessel "Osprey" Hull and trailer



SEP 19 2016

OFFICE OF THE SHERIFF
PACIFIC COUNTY



**MEMORANDUM OF AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
AND
PACIFIC COUNTY SHERIFF'S OFFICE**

State Parks Contract #: MOA 517-131

This MEMORANDUM OF AGREEMENT (MOA) is hereby made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as PARKS, and the Pacific County Sheriff's Office, hereinafter referred to as PCSO.

PURPOSE:

The purpose of this agreement is to document the agreement to govern the co-use of a vessel and trailer owned by PARKS; the vessel "Osprey" Hull Identification # 1NM23002D414; and Trailer Identification # 1ZEZANUG9FA012642.

RESPONSIBILITIES:

Possession;

Possession is defined as, having the care custody and control of the vessel and trailer until it is received by the other party.

Storage of vessel and trailer;

Each party will ensure secure and adequate storage of both the vessel and trailer while in possession of that party. Storage can be both on land and in water for the vessel.

Transport;

PCSO will assist in transporting the vessel to PARKS training events when requested when possible. PARKS will provide at a minimum 14 days prior notice of any transport requirements.

Routine Maintenance;

Basic operator level maintenance tasks such as checking and filling engine oil, steering fluid, lower unit fluids, coolant, replacing worn or frayed docking / tow lines, fenders, etc. is the responsibility of each party when the vessel is in possession of and in use by that party.

Scheduled Maintenance;

PARKS is responsible and will pay for all scheduled maintenance tasks, vessel refits, and major non damage maintenance costs (paint, zincs, tune-ups, filters changes, etc.) PCSO will track engine hours and vessel usage hours to assist with scheduling maintenance periods.

Damage / Non Scheduled Maintenance;

Each party will be responsible for covering the cost of parts and labor to fully repair and or replace broken items or damage to the vessel or trailer while under that parties possession that are below that parties insurance deductible.

Insurance;

Each party will be responsible for and maintain an insurable interest for any loss or damage to the vessel and trailer while in their possession. For loss of or damage to the vessel or trailer PCSO will procure Hull & Machinery coverage in the amount of \$125,000.00 and Protection & Indemnity coverage in the amount of \$1,000,000.00 per incident. P&I will also need to cover crew / operators. PCSO will need to name PARKS as an "additional insured" as the owner of the vessel and trailer.

Fuel;

Each party is responsible for providing its own fuel costs for the vessel when under its control and use. Vessel shall be returned to each party after use with a full fuel tank.

Vessel Equipment;

PARKS will be responsible for procuring basic operating and safety equipment for the vessel. (charts, flares, dock lines, towing line, USCG Safety Equipment) PCSO will be responsible for procuring any Law Enforcement specific items (gun racks, LE radios etc.)

Training;

PCSO will be responsible for having at least one fully trained and certified Basic Marine Law Enforcement academy graduate on board the vessel when it is underway. The coxswain shall possess, at a minimum, a Washington State Boater Education Card and or be adequately trained and or experienced in safe boating operation to a level approved by the Sheriff and or his designee. This agreement shall not set constraints that limit the power or authority of the Sheriff. Each party will be responsible for training and certifying new operators. PARKS will ensure its coxswains have been qualified by the National Safe Boating Council close quarters and open water training courses. PARKS will coordinate heavy weather / surf zone training for coxswains from both parties at the earliest opportunity through NASBLA.

Operational Limits;

For initial period of use and until a coxswain and crew are certified by NASBLA for heavy weather / surf zone operations the maximum wind wave height for vessel to be operated in shall be 5 feet. Vessel can be used in non-breaking swells up to 15 feet in height. Max speed for normal operation shall be 30-35 knots. Vessel can be operated at max speed when involved in actual Search and Rescue operations or to save life, limb or eyesight of person(s) in distress on or in the water. Each party will set internal operational Standard Operating Procedures and control measures for vessel operations / use during bad weather and heavy seas.

COMMENCEMENT/EXPIRATION DATE:

This instrument is executed as of the date of last signature and is effective through June 30, 2019, at which time it will expire unless otherwise extended in writing.

MODIFICATION

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

TERMINATION

Any of the parties, in writing, may terminate the instrument in whole with thirty (30) days written notice to the other party.

CONFLICT RESOLUTION

Any dispute arising out of the conduct of this Agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel, with the majority prevailing, shall thereafter make a nonbinding recommendation for resolution of the dispute. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism described above.

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

PRINCIPAL CONTACTS:

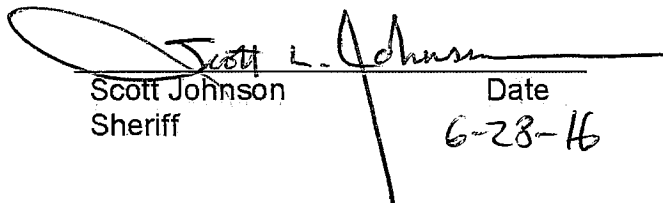
Principal Contact for PARKS shall be Hoyle Hodges, Program Specialist, PO Box 42650, Olympia, WA 98504-2650; telephone (360) 902-8835; e-mail address: hoyle.hodges@parks.wa.gov.

Principal Contact for PCSO shall be Lieutenant James Bergstrom, 300 Memorial Dr, South Bend, WA 98586-1105; telephone (206) 390-0381; e-mail address: cwb@cwb.org.

We the undersigned agree to the terms of the foregoing Memorandum of Agreement:

Pacific County Sheriff's Office

**Washington State
Parks and Recreation Commission**



Scott Johnson
Sheriff
Date
6-28-16



Mark Bibeau
Chief Financial Officer
Date
7/5/16

APPROVED AS TO FORM:

/s/ AAG

RECEIVED ON

JUL 05 2016

**CONTRACTS AND
PROCUREMENT**



REQUESTED MEETING DATE:

November 8, 2016

22

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

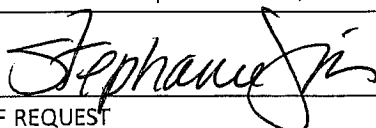
☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific county Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE: 	DATE: November 7, 2016
NARRATIVE OF REQUEST	
Please consider this courtesy notice of the hire of Mandy <i>Hardy</i> , as a Telecommunicator, Step 1, effective November 13, 2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm hire of Mandy Hardy, Telecommunicator, Step 1; effective November 13, 2016, subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 8

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

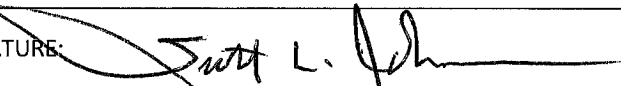
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff	PHONE / EXT: 3395
SIGNATURE: 	DATE: 11/14/2016
NARRATIVE OF REQUEST Request the BOCC confirm the hire of Ryley Queener and Dustin Eaton as full-time, fully-commissioned, fully-compensated deputy sheriffs effective November 18, 2016. Ryley Queener was hired first for the purposes of seniority.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm hire of Ryley Queener and Dustin Eaton to fill two vacant Deputy positions; 1.0 FTE, Step 1, effective November 18, 2016, subject to adequate budget appropriations and noting that for purposes of seniority, Ryley Queener was hired first	

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

9

PROCEEDINGS

9:00 AM
Tuesday, October 25, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Eric Weston, Chief Civil Attorney

GENERAL PUBLIC IN ATTENDANCE

Todd Bennington, Willapa Harbor Herald (*recorded the meeting*)

CALLED TO ORDER – 9:01AM

PUBLIC COMMENT-None

YEARS OF SERVICE

5 Years: Tessa Clements (Health)

CONSENT AGENDA (Items 1-6)

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

Department of Public Works

**Approve Contract Revision with Pacific West Timber Company pertaining
to License Agreement #NA-17701.00 regarding use of Alanen Road and
authorize Chair to sign**

**Approve hire of Aiysha Garcia, North County Traffic Control/Maintenance
Technician, effective October 26, 2016, at a rate of \$14.34/hour**

**PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52**

Boards and Commissions

Approve the reappointment of Wayne Leonard to the Human Services Advisory Board

Risk Management

Confirm purchase of two ergonomic chairs from The Creative Office from The Creative Office in the amount of \$1,199.88, including sales tax and shipping to be paid from Risk Management Fund 531

General Business

Approve Vendor Claims

Warrants Numbered 134099 thru 134204 in the amount of \$331,238.34

Warrants Numbered 134205 thru 134397 in the amount of \$315,865.33

Approve regular meeting minutes of October 11, 2016

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve lease of Ford Escape for Prosecutor's Office through Enterprise Rental in the amount of \$450.06 per month, not including fuel and oil changes, subject to adequate budget appropriations

Acknowledge resignation of Neil Wirkkala, Engineering Tech III, effective October 31, 2016, and approve advertising/filling Engineering Technician position in accordance with Section 2.22 Hiring Process of the Personnel Policy and subject to adequate budget appropriations

Approve request to lease Ricoh copier in the amount of \$238.73/month, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve quotes from GaragesRUs in the amount of \$2,028.24 and from Ford Electric in the amount of \$1,215 for repairs of the facility at the 318 N Second Street, in Long Beach, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve Interagency Agreement with WA Traffic Safety Commission for safety emphasis patrols and authorize Sheriff to sign

**PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52**

ITEMS REGARDING GENERAL BUSINESS

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

Approve the 29th Annual Derald D. Robertson Safety Awards to be presented at the Awards Dinner on October 26, 2016

Approve Findings of Fact #1 through #49 and Conclusions of Law #1 and #3 pertaining to the approval of the Shoreline Master Program

Approve Agreement DD0379 with WA State Department of Transportation in the amount of \$12,500 to be passed through to Pacific County Drainage District #1, and authorize Chair to sign

Approve Per Copy Maintenance Agreement with Aberdeen Office Equipment for leased copier and authorize Chair to sign

Acknowledge intent to retire near the end of 2017 from Jim Noren, Juvenile Court Probation Officer and approve request to continue to accumulate leave during extended employment per Memo sent to all county employees on June 7, 2016

Approve of fy2017 Tourism Service Contracts, subject to adequate budget appropriations

Ilwaco Charter Association	\$1,900
Water Music Festival	\$2,000
Pacific County Fair	\$1,000
Finnish American Folk Festival	\$1,000
Peninsula Saddle Club	\$1,425
Sunday Afternoon Live	\$2,500
World Kite Museum	\$24,566
Columbia Pacific Heritage Museum	\$21,500
PC Historical Society Museum	\$20,000
Northwest Carriage Museum	\$20,000
Willapa Harbor Chamber	\$24,533
Ocean Park Area Chamber	\$44,392
Tokeland North Cove Chamber	\$4,000
Pacific County EDC	\$8,550
Peninsula Visitor's Bureau	\$172,131
PC Sheriff's Office	\$10,000
PC General Administration	3% of time
Appelo Archives Center	\$4,675
Peninsula Visitor's Bureau Special Project	\$30,000

EXECUTIVE SESSION – Not needed

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING GENERAL BUSINESS

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

Approve Amendment #2 to the Interdepartmental Contract for Services between Pacific County General Administration and Pacific County Public Health & Human Services Department for low income housing services decreasing the total reimbursement by \$2,835

Approve Amendment to the Contract for Services with Coastal Community Action Program for low income housing services increasing the total reimbursement by \$2,835

Accept proposal from Stantec of Bellevue pertaining to the U.S. EPA Brownfields grant application and implementation assistance and authorize County Administrative Officer to negotiate contract for Board approval (*it was noted that the only proposal received was from Stantec*)

Approve Vendor Claims, Warrants Numbered 134398 thru 134468 in the amount of \$286,538.63, subject to adequate budget appropriations

RECESS – 9:16AM

PUBLIC HEARING – 10:00AM

ATTEND: Chairman Wolfe, Commissioner Rogers, Commissioner Ayers, County Administrative Officer Kathy Spoor, Public Works Director/County Engineer Mike Collins, Chief Civil Prosecutor Eric Weston, Assessor Bruce Walker, Senior Appraiser Lisa Olsen

OTHERS: Todd Bennington, Willapa Harbor Herald (*recorded the meeting*), and approximately fifteen members of the general public

Chairman Wolfe opened the public hearing to consider Road Vacation V-2016-01 pertaining to the Upper Naselle Road as requested by Randy Lewis, Robert and Barbara Tallman. Chairman Wolfe announced that it is the intent of the Commissioners to continue today's hearing to November 8, 2016, at 2:00PM or as soon thereafter as possible. Additional written comments will be accepted until Monday, November 7, 2016; however, it would be preferred to receive them by November 4, 2016, to allow the Board time to review them.

Those wishing to provide comment/testimony stood and were sworn in.

Joel Penoyar, Karen Caspers, Fred Hill, Kristin Lewis, Steve Appelo, David Johnson, Frank Amero, Ron VanFleet, Randy Lewis, Barbara Tallman, and Sam Hollo provided testimony/comments regarding the road vacation. Some comments related to the slide that were received included, but not limited to, safety, PUD, emergency access, water quality, property values and access by the homeowners, emergency services and the general public.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

The Commissioners noted that options are being considered, the road vacation was requested by the property owners and will continue to work on a solution. They thanked everyone for coming and providing input.

Chairman Wolfe closed the public input portion of the hearing and continued the hearing to November 8, 2016 at 2:00PM or as soon thereafter as possible.

MEETING CLOSED – 10:48AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PROCEEDINGS

9:00 AM
Tuesday, November 8, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Dotsi Graves, Parks & Fair Manager
Shawn Humphreys, Community Development Deputy Director
Megan McNelly, Community Development Executive Assistant/Office Manager
Will Hamlin, Community Development Planner
Eric Weston, Chief Civil Attorney
Stephanie Fritts, Emergency Management Director
Tim Martindale, Lead Telecommunicator

GENERAL PUBLIC IN ATTENDANCE

Fred Hill
Todd Bennington-WH Herald

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-6)

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

Department of Public Works

**Approve Amendment #1 to Agreement for Engineering Services with
Gibbs & Olson pertaining to the Pacific Hardwoods Stormwater Feasibility
Study and authorize County Engineer to sign**

Accept Road Haul Permit No. 2016-14 from Carlson & Sons Logging, Inc.

**PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52**

Department of Community Development

**Approve Amendment #1 with Stericycle Environmental Solutions, Inc.
amending Exhibit A pertaining to the disposal of hazardous waste**

General Business

**Approve disposal of Brother Fax Machine and Cannon Printer/Fax/Scanner,
transfer of Sharp Copy Machine to the Assessor's Office in accordance with
Personal Property Inventory Procedures**

**Approve Vendor Claims
Warrants Numbered 134469 thru 134551 in the amount of \$322,144.59**

**Approve October, 2016 payroll
Total employees: 180 Total payroll: \$731,595.86**

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

**Acceptance of Contract, Performance Bond and Insurance pertaining to the
Signing Upgrade Project and authorize return of bid bonds**

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**Adopt Resolution 2016-039 amending fee for services performed by
Community Development and Public Works in support of building,
environmental health, and land use review, adoption of a schedule of fees and
rescission of pre-existing fee resolutions**

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

**Approve request to advertise/hire Deputy Director in accordance with
Section 2.22 Hiring Process of the Personnel**

**Approve increase of Tessa Clements to 0.80 FTE, effective October 25, 2016,
subject to adequate budget appropriations**

**Approve Contract #2016-19PX with the Boys & Girls Club of Long Beach to
provide Childcare for Parenting Classes and Coordination of the Teen
Center**

**PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52**

Approve Great Rivers Inter-Local Agreement for 5177 Diversion Program Services and authorize Chair to sign

ITEMS REGARDING AUDITOR'S OFFICE

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

Approve request to amend approved FMLA to intermittent FMLA and extend Leave Credit Transfers to December 8, 2016

Approve purchase of server and software for Eden from state bid in the amount of \$8,919.32 including sales tax, subject to adequate budget appropriations and acknowledge that a supplement will be required

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve E911 GIS Professional Services Agreement with Melissa Liebert, dba Liebert's Guide Service in an amount not to exceed \$22,000, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

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

Approve Contract for Services with Sound Municipal Consultants (Emily Terrell) for Land Use Hearings Examiner services and authorize Chair to sign

Acknowledge intent to retire from Jan Wilson and approve request to continue to accumulate leave during extended employment per the memo sent to all county employees on June 7, 2016

Adopt Resolution 2016-040 amending Exhibit 7.2 Management Job Classification Schedule and Exhibit 8 Job Descriptions of the Pacific County Personnel Policy

Approve renewal of Pollution Liability Insurance coverage for underground fuel storage tank and authorize County Administrative Officer to sign

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Agreement with David Jensen pertaining to design of HVAC System and authorize County Engineer to sign, subject to acceptance by Prosecutor's Office and County Administrative Officer and adequate

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

budget appropriations

ITEMS REGARDING COUNTY FAIR

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

Approve the 2016-2017 Winter Storage Agreements with Nick Ancich, Chad Buchanan, Gary Burns, Eric A. Carlson, Travess Forbush, Edward Gorre, Brad Harden, Dale & Sandy Laird, Jerry L. Layman, Steven Moffitt, Duane & Wallis Olive, Gary Robinson, Keith Samplawski, Tom Schwiesow, and Gary Spray and authorize Chair to sign

ITEMS REGARDING PROSECUTOR'S OFFICE

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

Acknowledge resignation of Deputy Prosecutor Haylee Mills, effective November 11, 2016, and approve advertising and filling of vacant position; approve advertising for one Deputy Prosecutor and one Senior Deputy Prosecutor positions for Child Support Enforcement matters subject to approval of Memorandum of Understanding from Lewis, Grays Harbor and Wahkiakum Counties, all subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

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

Approve Amendment #1 to the Interlocal Agreement with the City of Long Beach for Municipal Court Services and Facilities

Approve Washington State Office of Public Defense Agreement No. ICA17398 and authorize Chair to sign

Adopt Resolution 2016-041 regarding fiscal year 2016 budget category transfers

ITEMS REGARDING COUNTY FAIR

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

Approve the 2016-2017 Winter Storage Agreements with Jeff Reamer and Tom & Sue Gradt and authorize Chair to sign

ITEMS REGARDING SUPERIOR COURT

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

Approve extension of Leave Credit Transfers for Superior Court employee to May 31, 2017

ITEMS REGARDING GENERAL BUSINESS

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

Approve Vendor Claims, Warrants Numbered 134552 thru 134698, in the amount of \$627,502.27, subject to adequate budget appropriations

EXECUTIVE SESSION - None

RECESS – 9:20AM

PUBLIC HEARING – 11:06AM

ATTEND: Chairman Frank Wolfe, Commissioner Lisa Ayers, Commissioner Steve Rogers, Community Development Planner Will Hamlin, and Community Development Deputy Director Shawn Humphreys

OTHERS: Columbia Land Trust representatives Jeff Malone and Austin Tomlinson

Chairman Wolfe opened the public hearing to consider the Open Space Taxation Agreement with Columbia Land Trust.

Jeff Malone and Will Hamlin were sworn in. Mr. Malone indicated he was there in support of the application and answer any questions the Board may have.

Chairman Wolfe closed the hearing.

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

Approve Open Space Taxation Agreement with Columbia Land Trust pertaining to Property Tax Parcel 13113241015 and 13113332014 and authorize the Chair to sign

PUBLIC HEARING – 11:10AM

ATTEND: Chairman Frank Wolfe, Commissioner Lisa Ayers, Commissioner Steve Rogers, Community Development Planner Will Hamlin, and Community Development Deputy Director Shawn Humphreys

Chairman Wolfe opened the public hearing to consider amendment to Land Use/Zoning Regulations Ordinance No. 162.

No one stood to be sworn in and no testimony was received.

Chairman Wolfe closed the public hearing.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

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

Adopt Ordinance No. 162 amending land use/zoning regulations authorizing a site specific re-zone of county parcel #12112833140 and adopt Findings of Fact #1 through #13, Conditions of Approval #1 through #2 and Conclusions of Law #1 through #10

RECESS – 11:12AM

CONTINUED PUBLIC HEARING – 2:01PM

ATTEND: Chairman Frank Wolfe, Commissioner Lisa Ayers, Commissioner Steve Rogers, County Administrative Officer Kathy Spoor, Public Works Director/County Engineer Mike Collins, Assessor Bruce Walker, Chief Civil Prosecutor Eric Weston
OTHERS: Todd Bennington-WH Herald, Fred Hill, and ten other members of the general public

Chairman Wolfe opened the continued closed record hearing. Public comment portion was closed at the meeting of October 25, 2016. Written comment was received until November 7, 2016.

Chairman Wolfe closed the hearing.

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

Approved to take no action on the request for the Road Vacation V-2016-01 pertaining to the Upper Naselle Road

The Commissioners addressed the citizens that were in attendance and thanked them for attending the hearing.

MEETING CLOSED – 2:10PM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

OTHER BUSINESS FOR FILING

Concession Space Use Agreement with Willapa Valley High School for the 2016 County Fair filed this date.

Letter dated September 23, 2016, from the WA State Department of Natural Resources regarding proposed boundary expansion of Naselle Highlands NRCA near Naselle.

Letter dated October 5, 2016, from the Evergreen Forest County Group requesting financial support of Bob Weidner. (No action was taken by the Commissioners)

Notice received from WA State Liquor and Cannabis Board pertaining to the Special Occasion License for Appelo Archives Center.

Letter dated October 27, 2016, from Commissioner of Public Lands, Peter Goldmark pertaining to the October 2016 County Income Report.

Copy of letter dated October 31, 2016, to Cesar Torres, James Bamberger, Rick Torrance, Andrea Piper-Wentland, and Nan Stoops regarding Civil Legal Services in Pacific County for Victims of Crime Act (VOCA) from Prosecutor Mark McClain.

Email dated November 3, 2016, from Office of Community Oriented Policing Services (COPS) regarding Hiring Program Application.

Letter received November 7, 2016, from Department of the Navy regarding record of decision for the Northwest Training and Testing Environmental Impact Statement/Overseas Environmental Impact Statement.

Certificate of Liability dated October 27, 2016, for Calvary Chapel of Twin Falls, Inc., effective November 1, 2016 through November 1, 2017.

Email dated November 7, 2016, from TJ Brockman regarding unattended porta-potty in Surfside.

Copy of letter dated November 8, 2016, to Maggie Bloomgarden pertaining to letter to the editor of October 19, 2016, from Michael "Hawk" Runyon.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PROCEEDINGS

9:00 AM
Tuesday, October 31, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:32 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Eric Weston, Chief Civil Attorney

ABSENT

Steve Rogers, Commissioner (*excused*)

GENERAL PUBLIC IN ATTENDANCE

Fred Hill

CALL TO ORDER

Chairman Wolfe opened the public hearing and announced that we had an unannounced safety drill which is why the hearing started later than scheduled.

Chairman Wolfe swore Paul Plakinger in and he provided an over of proposed Ordinance No. 181 pertaining to Elected Officials salaries.

Chairman Wolfe closed the public hearing.

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

**Adopt Elected Officials Salaries Ordinance No. 181 to become effective
January 1, 2018 and rescind Ordinance No. 169**

MEETING CLOSED – 10:48AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

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

OTHER BUSINESS FOR FILING

Request for an exception to the Travel and Expense Policy dated January 26, 2016; no action taken

Notice received from WA State Liquor and Cannabis Board dated September 22, 2016 regarding Special Occasion License for the Friends of Chinook School.

Letter dated October 6, 2016, from Jeffrey David, Emergency Management AmericCorps member inviting Chairman Wolfe to the Annual PCEMA Preparedness Fair.

Response letter dated October 7, 2016, to Lois DuPey from Chief Civil Prosecutor Eric Weston pertaining to letter of complaint of the county survey registry dated September 22, 2016.

Email dated October 14, 2016, from Bob Hazen regarding county tidegate on Parpala Road.

Letter dated October 17, 2016, from Donna Morgan regarding tree on K Place in Ocean Park.

Thank you letter dated October 17, 2016 from Loomis Lake Restoration Group regarding treatment of Loomis Lake.

Letter received October 20, 2016, from WA Association of County Officials regarding 2017 Reimbursements for Professional Services.

Email from Cyndy Hayward regarding September 16, 2016 Decision of Hearings Examiner, Emily Terrell pertaining to Bradley Huson's porch replacement.

Email from Frank Wolfe dated October 20, 2016, requesting Cyndy Hayward to use his county email for county business.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

Notice of probation completion dated October 25, 2016, for Miles Lawson and Randy Irwin.

Email from Jonathan Stumpf dated October 25, 2016 regarding the Upper Naselle Road slide.

Certificate of Liability Insurance for East Oregonian Publishing Co. (Chinook Observer) for the period of July 31, 2016 through July 31, 2017 filed this date.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

BOARD WORKSHOPS/MEETINGS HELD – No action taken

(This listing does not include those workshops/meetings attended by the Commissioners individually)

October 3, 2016

Public Hearing re: filing of preliminary fy2017 budget

Workshop re: health care

Workshop w/ Clerk of the Board re: various items

Departmental Briefings

Prosecutor's fy2017 budget workshop

October 4, 2016

Workshop re: draft Zoning Ordinance No. 178

WSU Extension fy2017 budget workshop

October 5, 2016

Auditor's Office fy2017 budget workshop

October 10, 2016

Workshop w/ DPW re: phone service

Meeting Agenda Review

Update on union negotiations

Community Development fy2017 budget workshop

October 11, 2016

BOH/BOCC meetings

Workshop w/ Friends of the Fair

Elected Officials Meeting

South District Court fy2017 budget workshop

Vegetation Management fy2017 budget workshop

October 17, 2016

Assessor's Office fy2017 budget workshop

Workshop re: hearings examiner procedures

October 18, 2016

Health Department fy2017 budget workshop

Superior Court fy2017 budget workshop

October 19, 2016

Juvenile Court Services fy2017 budget workshop

October 24, 2016

Workshop re: road vacation

Meeting Agenda Review

Treasurer's Office fy2017 budget workshop

North District Court fy2017 budget workshop

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

October 25, 2016

BOH/BOCC meetings

Public Hearing re: Road Vacation V-2016-01

Workshop w/ Pictometry

October 27, 2016

Clerk's fy2017 budget workshop

October 31, 2016

Special Meeting/Public Hearing re: Ordinance No. 181

Workshop w/ DCD re: fee schedule

Workshop w/ Assessor & Prosecutor re: criminal justice levy

Executive Session



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

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

REQUESTED MEETING DATE:

11/22/2016

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

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

AGENDA ITEM REQUEST


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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 11/14/2016

NARRATIVE OF REQUEST

At your meeting of October 25, 2016, you approved the Per Copy Maintenance Agreement with Aberdeen Office Equipment for a 'leased' copier. The copier was actually purchased from AOE and your motion needs to be amended.

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

Amend motion of October 25, 2016 and approve Per Copy Maintenance Agreement with Aberdeen Office Equipment for purchased copier



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:

10/25/16

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (If applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant

PHONE / EXT:

SIGNATURE:

Kelli D. Buchanan

DATE: 10/17/16

NARRATIVE OF REQUEST

General Administration, Commissioners and Risk Management purchased a slightly used color copy machine - Sharp MX-7040N (installed on October 12, 2016). I am requesting the Chair to sign the attached Per Copy Maintenance Agreement with Aberdeen Office Equipment.

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



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

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

REQUESTED MEETING DATE:

11/22/2016

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:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE:

DATE: 11/14/2016

NARRATIVE OF REQUEST

At your meeting of October 25, 2016, you approved Amendment #2 to the Interdepartmental Contract for Services between General Administration and Health & Human Services Department. However, the correct amendment # is 1.

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

Amend motion of October 25, 2016 and approve approve Amendment #1 to the Interdepartmental Contract for Services between General Administration and Health & Human Services for low income housing services



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:

10/25/16

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: _____

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): Housing

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 10-21-16

NARRATIVE OF REQUEST

Attached for your consideration is an amendment to our interdepartmental contract with the health department for the provision of low income housing services. This amendment decreases the contract amount by \$2835. These doc recording funds are being transferred from this contract to CCAP. The health dept is able to recover admin costs from the new federal supported housing grant that offset a portion of Katie's time. This transfer of funds has no net impact to the amount budgeted from the doc recording fees for 2016.

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

Move to approve Amendment #2 to the Interdepartmental Contract for Services between Pac County General Administration and Pacific County Public Health and Human Services Department for low income housing services decreasing the total reimbursement by \$2,835.



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

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

REQUESTED MEETING DATE:

11/22/16

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

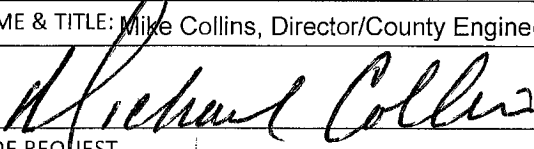
☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: 11-09-16
NARRATIVE OF REQUEST Resolution adopting organization chart for the Department of Public Works.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2016-_____ establishing department Organization Chart	

RECEIVED
PACIFIC COUNTY

NOV 15 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
RESOLUTION 2016 - _____

IN THE MATTER OF ESTABLISHING A POLICY REGARDING
ORGANIZATION OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, it is the authority and the responsibility of the Board of County Commissioners in compliance with WAC 136-50-051 to establish a policy regarding organization for the administration and management of the Pacific County Department of Public Works; and

WHEREAS, periodic review and revision of the policies and organizational responsibilities is necessary to provide the efficient and timely delivery of service to the public; and

WHEREAS, copies of such charts must be prominently posted in the office of the County Road Engineer and Road Department shops in such a manner that it will be readily available to all road department employees and the general public; now therefore,

IT IS HEREBY RESOLVED that the attached Functional Organizational Chart delineating the divisions (work areas), programs, and the primary functional responsibilities of the various personnel is hereby adopted for the Pacific County Department of Public Works; and

BE IT FURTHER RESOLVED that the Organization Chart is approved and the chart be prominently placed as described above; and

BE IT STILL FURTHER RESOLVED that the Director of Public Works is hereby directed to administer, manage, and certify compliance with the attached Functional Organization Chart.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

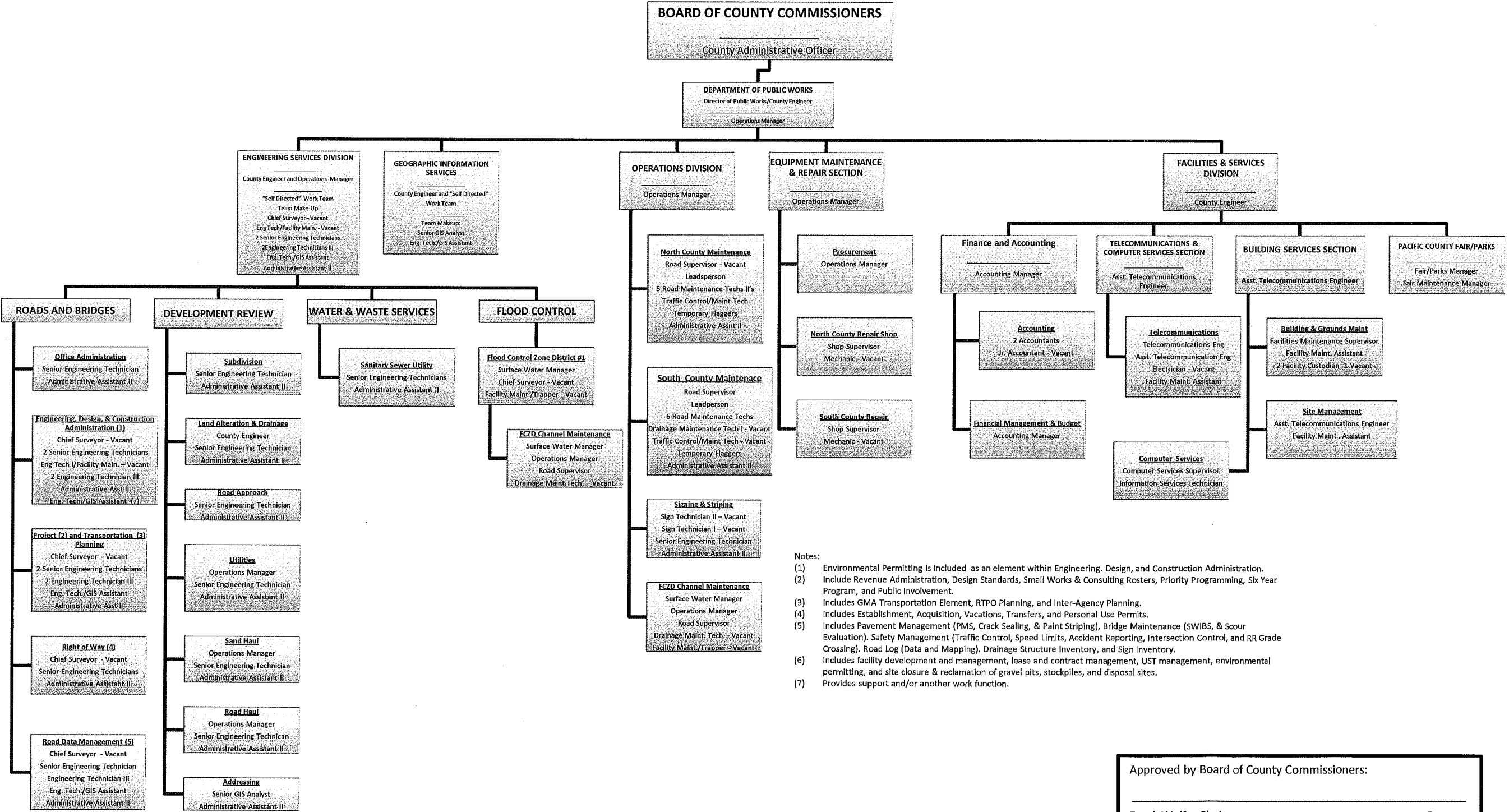
ATTEST:

Steve Rogers, Commissioner

Clerk of the Board

Lisa Ayers, Commissioner

PACIFIC COUNTY, WASHINGTON
2016 FUNCTIONAL ORGANIZATION CHART FOR THE DEPARTMENT OF PUBLIC WORKS



Approved by Board of County Commissioners:

Frank Wolfe, Chairman

Date

Approval Recommended:

Michael W. Collins, Director/County Engineer

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:

11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): ERR

OFFICIAL NAME & TITLE: Andree Harland

PHONE / EXT: 2274

SIGNATURE:

DATE: 11-15-16

NARRATIVE OF REQUEST

Construction

Request Board approval to award the contract for the [REDACTED] of the previously purchased equipment shed to DPR Builders and Developers, Inc. at low bid of \$58,077.54 including tax. Three bids were obtained (attached). Funds for this effort will be paid out of current ER&R 502 budget resources.

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

Award bid for the construction of the purchased equipment shed to DPR Builders and Developers, Inc. in the amount of \$58,077.54 including tax; subject to adequate budget appropriations

D.P.R. BUILDERS & DEVELOPERS INC.

Mailing: P.O. Box 460
Ocean Park WA 98640
Office: 600 Pacific Ave N
Long Beach, WA 98631

Office (360) 642-2060
Pat's Cell (360) 783 2060
WA Lic # DPRBLDI945NJ
OR CCB # 193286

November 9, 2016

Attn: Glen McCully
Pacific County Dept of Public Works
318 2nd St
Long Beach, WA 98631

Phone 3.60-942-8752
E-mail: gmccully@co.pacific.wa.us

Business Proposal

D.P.R. Builders & Developers proposes to provide all necessary labor for the erection of a Pole Building with the total square footage not to exceed 3528 sq. ft. Dimensions shall be one 36' x 98' x 14'H. All materials provided by owner and labor shall be at prevailing rates listed on the L&I website for Pacific county for the specific trades involved, and building shall be per approved plans and comply with Pacific county building code.

36' x 98' x 14'H Pole = \$53,775.50 plus applicable taxes = 58,077

General

D.P.R. Builders & Developers shall furnish Public Liability & Workers Compensation Insurance. D.P.R. Builders & Developers guarantees our workmanship against defect for a period of 12 months after completion of the work. This guarantee is in lieu of any other guarantees, warranties, or representation, whether expressed or implied. D.P.R. Builders & Developers will provide tools, supervision, labor, and equipment necessary to complete work specified herein.

Assumed soil bearing capacity is 1500 psf for building foundation design. Fill shall be compacted to 95% modified proctor. Concrete work to be limited to around foundation poles. No other concrete work to be included. Per phone conversation with Glen McCully at Public Works, no concrete floor as was indicated in engineering documents.

estimate

PREMIER CONSTRUCTION LLC

LIC# PREM1CL902LB Licensed..Bonded..Insured

INVOICE # 1551

DATE: NOVEMBER 8, 2016

Phone 360-244-9172

Email: premierconstruction08@yahoo.com

TO

TERMS: 50% DOWN, 30% after roof framing,
20% upon completion.

SALESPERSON	JOB	MATERIALS	DUE DATE
Matt	Pacific County DPW Equipment Shed	All materials provided by customer	30 days

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Estimate is for construction of 36x95 pole barn structure at County shop location on 2 nd St in long beach. Customer requested labor only bid. Material package provided by customer.		
1	Locate and drill holes for poles per engineered plans.		
1	Set poles, and pour concrete for poles per engineered plans. Concrete materials provided by customer.		
1	Install pre-engineered trusses and roof framing per engineered plans. Material provided by customer.		
1	Frame walls per engineered plans. Material supplied by customer.		
1	Install roof and sidewall metal per engineered plans. Material supplied by customer.		
1	Install man door, and furnish install for garage doors. Material supplied by customer.		
1	All permits, electrical, and gutters responsibility of customer.		
1	Standard prevailing wage for laborers.		
1			
1			

SUBTOTAL 65000.00

TAX 7.9% 5135.00

TOTAL 70135.00

THANK YOU FOR YOUR BUSINESS

Dispose of all debris from said job is included in this quote.
Please send payment to 6809 newt ln. Long Beach WA, 98631

Quotation prepared by: Matthew DePaul _____

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____

ESTIMATE

JBK BUILDERS

JBKBUB*866RL

319 Joe Rockey Rd
Raymond, WA 98577
(360)942-7586

DATE: September 30, 2016
FOR: 36X98X14 Pole Structure
BILL TO: Pacific County Public Works
36X98X14 Pole Structure
318 2nd Street NE
Long Beach, WA 98631

DESCRIPTION	AMOUNT
Construct 36X98X14 Pole Structure (*See Attachment for Specifications*)	
Equipment Rental (Man Lifts)	\$ 5,975.00
Garage Door installation	\$ 7,783.20
Concrete and bracing for post	\$ 4,752.00
Labor for carpenters	\$ 61,964.00

Billing will be done on a bi-weekly basis with initial deposit bill at start of project. All billing to follow will be bi weekly

Authorized Signature:

By signing this proposal client agrees to all terms and costs

Make all checks payable to **JBK Builders**.

Payment is due upon receipt.

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$	80,474.20
TAX RATE		8.00%
SALES TAX		6,437.94
OTHER		-
TOTAL	\$	86,912.14



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

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

REQUESTED MEETING DATE:
11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept. of Community Development

DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 360.875.9356

SIGNATURE:

DATE: 11/8/2016

NARRATIVE OF REQUEST

The agreement with Tacoma-Pierce County Health Department for the use of the online food worker class will expire December 31, 2016. The new interlocal agreement will be effective January 1, 2017, and expire December 31, 2021. The County currently receives \$7 per card issued through the online system.

The Department requests that the Board authorize the EH Director to sign the agreement.

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

Approve Interlocal Agreement #1059-11-2021 with Tacoma-Pierce County Health Department for the use of the online food worker class effective January 1, 2017 until December 31, 2017 and authorize Environmental Health Director to sign

Name of Contractor: Tacoma Pierce County Health District

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
1059-11-2021

☐ **W-9 Attached** for all vendors/contractors (County issuing payment to) ☐ **Certificate of Insurance Attached** (if required)

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

Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual
☐ Non-Profit ☐ Public Organization/Jurisdiction
☐ State ☐ Sub-Recipient
☐ Federal ☒ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

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

Please attach the following:

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

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space ☐ Post, Advertise, & Fill Position
☐ Other (please describe): _____

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____,XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☒ No

SUPPLEMENTAL REQUIRED? ☒ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

**INTERLOCAL AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
COUNTY OF PACIFIC COMMUNITY DEVELOPMENT**

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **COUNTY OF PACIFIC COMMUNITY DEVELOPMENT** hereinafter referred to as the **Local Health Jurisdiction**. The **DEPARTMENT** and the **Local Health Jurisdiction** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** and the **Local Health Jurisdiction** are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Allocation of Fees

- B. **Department Representative** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- C. **Local Health Jurisdiction's Representative** means the individual designated and authorized by the **Local Health Jurisdiction** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the **DEPARTMENT** or the **Local Health Jurisdiction** pursuant to and governed by this Agreement, including Addenda A and B.

III. TERM

The term of this Agreement shall be: January 1, 2017 through December 31, 2021, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

IV. PAYMENT

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

V. HOLD HARMLESS

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

VI. RECORDS MAINTENANCE

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least one hundred eighty (180) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

VIII. CHANGE IN FUNDING

If the funding authorities of the **DEPARTMENT** (*Federal, State, and local agencies*) fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

IX. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

X. PERFORMANCE

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

XI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

XII. NON-DISCRIMINATION

Each party covenants that in providing the services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

XIII. DISPUTES

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Local Health Officer or his /her designee for resolution. In the event the Local Health Officers are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

XIV. SERVICES MANAGEMENT

The work described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Interlocal Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto. This Agreement supersedes any prior written agreements between the parties relating to the work described in Addendum A.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

Local Health Jurisdiction Authorized Signature

DEPARTMENT Authorized Signature

Shawn Humphreys
Environmental Health Director

Date

Frank DiBiase
Division Director

Date

County of Pacific
Department of Community Development
PO Box 68
South Bend, WA 98586
360-875-9356 phone
360-875-9304 fax

Christopher Schuler
Business Manager

Tacoma-Pierce County Health Department
3629 South D Street, MS 001
Tacoma, WA 98418
(253) 798-2899

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to Agreement #1059-11-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **PACIFIC COUNTY COMMUNITY DEVELOPMENT DISTRICT (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. Local Health Jurisdiction's Responsibilities:

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **Local Health Jurisdiction's** "Designated Agent" and provide online food worker training, testing and card issuance to residents of County of Pacific and any out-of-state residents who state they work in **PACIFIC** County, as permitted under Chapter 246-217 WAC.
- 1.2. Hold the **DEPARTMENT** harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the **DEPARTMENT's** training, testing and card issuance web site.
- 1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The **Local Health Jurisdiction** shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. The DEPARTMENT's Responsibilities:

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of the **Local Health Jurisdiction** in accordance with the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of County of Pacific and any out-of-state residents who state they work in **PACIFIC** County.
- 2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of County of Pacific and any out-of-state residents who state they work in County of Pacific may be directed for online training, testing and card issuance. The **DEPARTMENT** may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to **Local Health Jurisdiction**.
- 2.4. Provide access to the software to print a food worker card with the **Local Health Jurisdiction** logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.
- 2.5. Establish a secure online payment gateway and service that will permit online payment services via, credit cards, including but not limited to Visa and MasterCard, as well as debit cards.
- 2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.
- 2.7. Provide **Local Health Jurisdiction** with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.
- 2.8. Provide support and service to **Local Health Jurisdiction** during regular **DEPARTMENT** hours of operation to ensure **Local Health Jurisdiction** has the ability to respond to queries from residents of

County of Pacific and any out-of-state residents who state they work in County of Pacific.

3. **Public Records Requests.**

3.1 The **DEPARTMENT** holds the records and data generated by the Food Workers Card software as the **Local Health Jurisdiction's** designee. The **DEPARTMENT** will provide all such materials to the **Local Health Jurisdiction** in response to any public record request the **Local Health Jurisdiction** may receive relating to the Food Workers Card database. The **Local Health Jurisdiction** will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the **Local Health Jurisdiction** requests records, the **Local Health Jurisdiction** must clearly describe the records that are being requested. The **DEPARTMENT** will notify the **Local Health Jurisdiction** as to the number of days it will take to gather the responsive records. Any public records requests received by the **DEPARTMENT** will be fulfilled by the **DEPARTMENT**. In the event the **DEPARTMENT** receives a request for public records regarding the **Local Health Jurisdiction's** records, the **DEPARTMENT** will notify the **Local Health Jurisdiction** of the request prior to releasing the records. The **DEPARTMENT** agrees to obey Chapter 40.14 RCW in the preservation and destruction of the Local Health Jurisdiction's records as its designee

4. **Liaisons for the Agreement:**

On behalf of the **DEPARTMENT:**

Donald Foreman
Environmental Health Specialist III
Tacoma-Pierce County Health Department
3629 S D Street
Tacoma, WA 98418
Phone: (253) 798-3515
Fax: (253) 798-6539
Email: dforeman@tpchd.org

On behalf of the **Local Health Jurisdiction:**

Megan McNelly
County of Pacific
Department of Community Development
PO Box 68
South Bend, WA 98586
360-875-9356 phone
360-875-9304 fax

Email: mmcnelly@co.pacific.wa.us

ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement #1059-11-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT) and COUNTY OF PACIFIC COMMUNITY DEVELOPMENT (Local Health Jurisdiction). In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

1. Fee Allocation and Method of Payment:

- 1.1. During the period January 1, 2017 through December 31, 2021, the **DEPARTMENT** will collect on behalf of the **Local Health Jurisdiction** the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.
- 1.2. The **DEPARTMENT** will retain a \$3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of County of Pacific and any out-of-state resident who states he or she works in County of Pacific and who enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.3. The **DEPARTMENT** may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the **Local Health Jurisdiction**), and shall not be included in the fee allocations and methods of payment described elsewhere in this section.
- 1.4. If the actual and indirect costs incurred by the **DEPARTMENT** to provide the services described in this Agreement exceed \$3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the **Local Health Jurisdiction** will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction**.
- 1.5. The **DEPARTMENT** will retain a \$1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of County of Pacific and any out-of-state resident who has lost his or her original food worker card; provided, he or she works in PACIFIC County, purchases a replacement food worker card without taking the online test, and enters the www.foodhandlerscard.com testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.6. If a food worker from a **Local Health Jurisdiction** challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the **Local Health Jurisdiction** agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are \$25.00 per transaction in addition to the actual amount reversed.
- 1.7. The **DEPARTMENT** shall remit monies owed to the **Local Health Jurisdiction** on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the **Local Health Jurisdiction** at the address stated below within 20 business days of the end of the quarter.
- 1.8. At the written request of the **Local Health Jurisdiction Representative** the **DEPARTMENT** may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of County of Pacific that are not permitted internet access. The **DEPARTMENT** will retain \$10.00 per card fee for this service.

2. **Remittance Address:** DEPARTMENT will remit payment to the address stated below:

County of PACIFIC
Department of Community Development
PO Box 68
South Bend, WA 98586
360-875-9356

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1059-Food Safety



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:

November 22, 2016

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director

PHONE / EXT: 2644

SIGNATURE: 

DATE: 11-9-16

NARRATIVE OF REQUEST

Request the Board approve the purchase of a new Dell Laptop, along with two dock systems, for the health department. This laptop and docks will replace the Directors current laptop. Due to office spaces in both north and south counties having the ability to have a dock at each end is very useful.

The Director's current laptop will be used to replace one of the older desktop computers currently in use in the department. This purchase was included in the 2016 approved budget in the amount of \$1600.00. The actual cost with the dock is \$1741.97. A supplemental may be needed for the \$141.97 overage if we need to move money from one object code to another. It appears on the budget we had asked for a total of 5 computers so will be under this total amount.

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

Approve purchase of Dell Laptop and two docking stations in the amount of \$1,741.97; subject to adequate budget appropriations and noting that a supplement may be required

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

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

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

To be located at: _____

*Resolution Required

<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			<input type="checkbox"/> Post, Advertise, & Fill Position		
<input type="checkbox"/> Other (please describe):					

AMOUNT OF MATCHING FUNDS:



Quote 3000001566777.1

COUNTY OF PACIFIC

Salesperson	Quote Details	Billing Details
Salesperson Name Rita Fernandez	Quote Date 10/27/2016	Company Name COUNTY OF PACIFIC
Salesperson Email Rita_Fernandez@Dell.com	Quote Validity 11/26/2016	Customer Number 7153115
Salesperson Phone 1(800) 456-3355	Solution ID -	Phone Number 1 (360) 8759368
Salesperson Extension 5130564		Address 211 COMMERCIAL ST ATTN/ANDREE HARLAND RAYMOND WA 98577-2429 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Latitude E5570	1	\$1,407.00	\$1,407.00
Dell Pro Briefcase - 15.6"	1	\$29.99	\$29.99
Subtotal:			\$1,436.99
Taxable Amount:			\$1,436.99
Non-Taxable Amount:			\$0.00
Taxes			\$114.98
Shipping:			\$0.00
Environmental Fees:			\$0.00
Total			\$1,551.97

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Rita Fernandez

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	ANDREW SEAMAN	Subtotal:	\$1,436.99
Shipping Phone No:	1 (360) 8759300	Taxes	\$114.98
Shipping via:	Standard Ground	Shipping:	\$0.00
Shipping Address:	1216 W ROBERT BUSH DR	Environmental Fees:	\$0.00
	SOUTH BEND	Total	\$1,551.97
	WA 98586-0006		
	US		

Description	Quantity	Unit Price	Subtotal Price
Dell Latitude E5570	1	\$1,407.00	\$1,407.00

Estimated Delivery Date: 11/14/2016
Contract Code: wn34agw

379-BCGD	6th Generation Intel Core i7-6820HQ (Quad Core, 2.7GHz, 8MB cache)	1	-	-
619-AIKP	Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	1	-	-
658-BCSB	Microsoft (R)Office 30 Day Trial	1	-	-
210-AENU	Dell Latitude E5570, CTO	1	-	-
580-ACLI	Internal Dual Pointing Keyboard (US-English)	1	-	-
583-BCTJ	Internal Keyboard Shroud 106, E5570	1	-	-
338-BHOZ	Intel Core i7-6820HQ Processor Base, AMD Radeon R7 M370, 2GB Discrete Graphics	1	-	-
631-AARP	No Out-of-Band Systems Management	1	-	-
389-BHGE	Intel(R) Core(TM) i7 Label	1	-	-
370-ACDD	8GB (1x8GB) 2133MHz DDR4 Memory	1	-	-
400-AHCC	M.2 256GB SATA Class 20 Solid State Drive	1	-	-
575-BBFF	SSD Bracket for M2,SATA	1	-	-
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/	1	-	-

	Bluetooth			
555-BCNB	Intel Wireless 8260 Driver	1	-	-
409-BBFX	Intel Rapid Storage Technology	1	-	-
362-BBBB	No Wireless WAN Card	1	-	-
451-BBPV	Primary 4-cell 62W/HR Battery	1	-	-
320-BBPU	Non Touch WWAN HD/FHD LCD Backcover	1	-	-
391-BCDK	39.6cm (15.6") HD (1366x768) Non-Touch Anti-Glare LCD with Camera and Mic	1	-	-
346-BBRS	No Fingerprint Reader and No Smart Card Reader (Contact and Contactless)	1	-	-
340-ADFZ	Dell Power Manager	1	-	-
340-AQCS	System Shipment, Latitude E5570	1	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	1	-	-
422-0052	SW,MY-DELL,CRRS	1	-	-
640-BBDF	Adobe Reader 11	1	-	-
640-BBEV	Dell Data Protection Protected Workspace	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1	-	-
658-BBNF	Waves Maxx Audio Royalty	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
430-XXYG	No Resource DVD	1	-	-
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	1	-	-
450-AAEJ	US Power Cord	1	-	-
450-AAYU	90 Watt AC Adaptor	1	-	-
387-BBKF	Energy Star 6.1	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1	-	-
340-ARKU	Quick Reference Guide Latitude E5570	1	-	-
389-BEYY	Regulatory Label included	1	-	-
340-ACQQ	No Option Included	1	-	-
332-1286	US Order	1	-	-
389-BCGW	No UPC Label	1	-	-
340-AAPP	Directship Info Mod	1	-	-
340-AQJY	MIX SHIP Config (DAO)	1	-	-
800-BBGF	BTO Standard shipment Air	1	-	-
452-BBSE	No Docking Station	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
460-BBEX	No Carrying Case	1	-	-
570-AADK	No Mouse	1	-	-
575-BBCH	No Stand included	1	-	-
998-BROB	Fixed Hardware Configuration	1	-	-
610-BBPZ	Dell Latitude E5570 Flex 3	1	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	-	-
997-8317	Dell Limited Hardware Warranty	1	-	-
997-8328	Onsite/In-Home Service After Remote Diagnosis, 1 Year	1	-	-
997-8332	Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	1	-	-

Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



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

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

REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 16

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

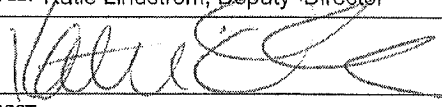
☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 11/7/2016
NARRATIVE OF REQUEST Requesting approval and signature of contract # 2016-17 PX TAC with Willapa Behavioral Health (on behalf of the Teen Advocacy Coalition) to provide community based substance use prevention services in north Pacific County. This contract is part of our recently awarded Dedicated Marijuana Account (DMA) grant application. Funds from this grant will also be used to fund part of staff FTE to provide additional curriculum in north county and Naselle with the remainder contracted to Big Brothers Big Sisters for additional community based mentoring in North County. The total contract with WBH (on behalf of TAC), is \$12,900 and will be spent before the end of the current school year. This is a sole source contract as TAC was specifically mentioned as the partner coalition in the application (bonus points were given to counties who collaborated with community based coalitions and TAC is the only north county coalition who met this definition). Please contact me at ex 2648 with any questions.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Contract #2016-17 PX TAC with Willapa Behavioral Health to provide community based substance use prevention services in North Pacific County, subject to adequate budget appropriations	

Contract #2016-19 PX TAC

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between Pacific County, hereinafter referred to as "County," and **Willapa Behavioral Health (WBH) on behalf of Teen Advocacy Coalition (TAC)**, hereinafter referred to as "Contractor", a nonprofit corporation with federal 501(c) (3) nonprofit status. County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The purpose of this contract is to provide prevention services in North Pacific County as outlined in **Exhibit C- Statement of Work**.

Services are funded through grants provided by the Department of Social and Health Services (DSHS)- Division of Behavioral Health and Recovery (DBHR). As such, all services provided shall be in full compliance with all requirements set forth by DSHS-DBHR. These requirements are outlined in **Exhibit A- Funder Requirements**.

Effective Date. The effective date of this Agreement is October 1, 2016.

Termination. This Agreement shall terminate on June 30, 2017. The COUNTY or the CONTRACTOR may terminate this Agreement at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

1. CONTRACT REPRESENTATIVES

Each Party to this Contract shall have a Contract representative. Each Party may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Name:	Katie Lindstrom
Title:	Deputy Director, Pacific County Public Health & Human Services
Address:	1216 West Robert Bush Drive South Bend, WA 98586
Tax ID #:	
DUNs #:	

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

2. ACCESS TO DATA

In compliance with RCW 39.26.180(2), the Contractor shall provide access to data generated under this agreement to DBHR, SAMHSA, the County, and the Office of the State Auditor at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

3. 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. This Contract has been and shall be

construed as having been made and delivered within the State of Washington. Each Party agrees that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. The Parties also agree that 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.

4. DISPUTES

A. General

Differences between the Contractor and the County, arising under and by virtue of the Contract documents 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. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

5. 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.

6. ALL WRITINGS CONTAINED HEREIN

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

7. AMENDMENTS

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

8. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

9. APPROVAL

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

10. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

11. AUDIT

A. General Requirements- The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request

B. State Fund Requirements- Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- i. Contractor name
- ii. State program name
- iii. BARS account number
- iv. County
- v. County Contract number
- vi. Contract award amount including amendments (total Contract award)
- vii. Current year expenditures

C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

D. The Contractor shall include the above audit requirements in any subcontracts.

E. In all cases, the Contractor's financial records must be available for review by County.

12. BILLING PROCEDURES AND PAYMENT

The County will pay Contractor upon acceptance of services provided and receipt of properly completed County invoices and program reporting which shall be submitted to the Representative for the County not more often than monthly, or as outlined in **Exhibit B- Budget**.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

- A. Duplication of Billed Costs- The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- B. Disallowed Costs- The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

13. BOARD OF DIRECTORS

The Contractor shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

14. CONFLICTS OF INTEREST

The County may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act that constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from a Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the event this contract is terminated for a conflict of interest, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

15. CONTRACTOR SERVICES

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials, and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in **Exhibit C- Statement of Work**.

16. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
 - ii. All material produced by the Contractor that is designated as "confidential" by the County; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all

necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure: The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

17. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

18. CRIMINAL BACKGROUND HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

19. DATA SECURITY REQUIREMENTS

- A. Data Transport. When transporting DSHS Confidential Information electronically, including via email The data will be protected by:
- i. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
 - ii. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
- B. Protection of Data. The contractor agrees to store data on one or more of the following media and protect the data as described:
- i. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - ii. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. For DSHS confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

- iii. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- iv. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- v. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- vi. Access via remote terminal/workstation over the State Governmental Network (SGN). Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- vii. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- viii. Data storage on portable devices or media. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.

20. DEBARMENT CERTIFICATION

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

21. DEFINITIONS

The terms listed below, as used in this Contract, shall have the following meanings:

- A. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. "Shall," indicates that which is mandatory.
- C. "Subcontract" shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

- D. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

22. DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Contractor Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

23. ELIGIBILITY

Eligibility for the programs and services provided shall be limited to parents and youth served by or located within the Ocean Beach School District Boundaries.

24. EVALUATION, REPORTING, AND MONITORING

The Contractor shall cooperate with, and freely participate in, any reporting, monitoring or evaluation activities conducted by the County or its funders that are pertinent to the intent of this Contract. The County and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

25. FAIR HEARING

Termination of this contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

26. FINANCIAL MANAGEMENT SYSTEMS

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

27. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in **Exhibit B- Budget** and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

28. INDEMNIFICATION/HOLD HARMLESS

Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- A. Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- B. Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

29. INDUSTRIAL INSURANCE WAIVER

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

30. INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR 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.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- B. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- D. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

31. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- d. Discrimination-human rights commission, Chapter 49.60 RCW.
- e. Ethics in public service, Chapter 42.52 RCW.
- f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- g. Open public meetings act, Chapter 42.30 RCW.
- h. Public records act, Chapter 42.56 RCW.
- i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

Federal Laws and Regulations

- a. Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and the Continuum of Care Program Rule (the "Rule").
- b. Federal Hatch Act, 5 USC 1501-1508

32. LICENSING, ACCREDITATION, AND REGISTRATION

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

33. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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.

34. MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

35. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

36. 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 CONTRACTOR or the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

37. POLITICAL ACTIVITIES

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

38. PROGRAM REPORTING

Contractor shall comply with all program reporting requirements as directed by the county including, but not limited to monthly reporting in the PBPS system and biannual report in the COMET system.

39. PROHIBITIONS

The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

40. PUBLIC RECORDS ACT

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

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

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

41. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

42. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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

43. REPORT ABUSE AND NEGLECT

The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County representative if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

44. SAVINGS

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

45. 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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

46. SUBCONTRACTING

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

47. SURVIVAL

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

48. TAXES

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

49. TERMINATION FOR CAUSE/SUSPENSION

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

50. TERMINATION FOR CONVENIENCE

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the third day after mailing. If this Contract is terminated for convenience, the County 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.

51. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C.** Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- D.** Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

52. TREATMENT OF ASSETS

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

53. UNALLOWABLE USE OF FEDERAL FUNDS

This contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For more information on 45 CFR part 75 requirements, see <https://cfo.gov/cofar/>. Funds cannot be used to supplant current funding of existing activities. Supplanting is to replace funding of a recipients' existing program with funds from a federal grant or funding source.

This contract is subject to the following additional regulations and requirements:

- A.** 28 CFR Part 69- "Restrictions on Lobbying"
- B.** 2 CFR Part 25- "Universal Identifier and System of Award Management"
- C.** Conflict of Interest and Mandatory Disclosure Requirements
- D.** Non-profit Certifications

54. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

This Contract, consisting of _____ pages, including **Exhibits A, B, and C** which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR

Willapa Behavioral Health on behalf of TAC

BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

Authorized Representative

Frank Wolfe, Chairman

(Title)

Lisa Ayers, Commissioner

(Address)

Steve Rogers, Commissioner

(Address)

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey
Clerk of the Board

Date

Pacific County Prosecutor's Office WSBA#

Exhibit A-Funder Requirements

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75, as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, 45 CFR Part 75 requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on 45 CFR Part 75 Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact their SAMHSA Grants Manager Office promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

- 28 CFR Part 69 – “New Restrictions on Lobbying”
- 2 CFR Part 25 – “Universal Identifier and System of Award Management”
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

3. Recipients must adhere to all applicable requirements of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. No. 114-113, signed into law on Dec 18, 2015, which can be found in the Funding Opportunity Announcement (FOA).

4. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Government wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

5. Recipients must comply with the implementation, monitoring, and evaluation of the accepted goals, milestones, and expected outcomes as reflected in both the 12-Month Action Plan and the RFA. All requirements specified around grant implementation and four core measures data collection must be followed.

6. Recipients must receive and expend non-Federal matching funds as required in the FOA and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement.

7. Recipients must comply with the DFC National Evaluation requirements. ONDCP requires all recipients to collect core measures data specific to the geographic area designated in the approved application. The core measures data collection size must be sufficient to provide an accurate and meaningful statistical representation of the people being surveyed in each of the geographical areas served by the coalition.

8. Confidentiality of Alcohol and Drug Abuse Patient Records regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a program (42 CFR 2.11) if the program is Federally-assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

9. Accounting Records and Disclosure: Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The

awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding. Please reference the Reporting Requirements section for Audit Requirements.

10. Recipients must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

11. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General-Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.

12. The recommended future support as indicated on the NoA reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, the demonstration of matching funds, and acceptable documentation of the progress of the grant.

13. As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. Although the full text of this regulation is attached, you may access the language online at <https://www.fsrcs.gov/>.

14. Per (45 CFR 75) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this shall be subject to a royalty-free, non-exclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

15. Program Income accrued under the award must be accounted for in accordance with (45 CFR Part 75.307) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

16. No HHS funds may be paid as profit (fees) per (45 CFR Part 75.215 (b)).

17. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

18. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. Only responses to prior approval requests signed by the GMO are considered valid. Recipients who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by SAMHSA. Post Award Changes and instructions may be found at www.samhsa.gov then click on "grants", then "grant".

19. The recipient is required to notify the Government Program Official (GPO) in writing if the Program Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

Exhibit B- Budget

Program(s) / Strategy(ies)	
CLASS ACTION	
Professional Services (Teen Advocacy Coalition)	\$ 3,600.00
Program Supplies	\$ 800.00
Program Printing	\$ -
Subtotal	\$ 4,400.00
POSITIVE ACTION	
Training	\$ 1,000.00
Professional Services (Teen Advocacy Coalition- youth training)	\$ 1,000.00
Program Supplies	\$ 1,900.00
Program Printing	\$ 200.00
Subtotal	\$ 3,100.00

CONTRACT TOTAL**\$12,900****Exhibit C- Statement of Work***Contract #2016-17 PX TAC**Updated 11/7/2016*

Contractor shall provide the following services:

Program/Strategy	Audience	How Often?	When?
Class Action	At least 2 of the following districts: South Bend, Raymond, Valley (9 th , 10 th , or 11 th graders)	7 sessions 1 x per week for 2 districts	By June 30, 2017
Positive Action (school component)	Raymond School District k-5 and 8 th grades	18 (20) minute sessions delivered weekly	By June 30, 2017
Positive Action (community component)	1 community event/town hall using Positive Action Community component in North County	50 or more community members, parents, and/or youth	

*Reporting in PBPS, including pre/posttests, must be entered and complete in PBPS by the 10th of the month following each month of service.



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

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

REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: ASSESSOR	DIVISION (if applicable):
OFFICIAL NAME & TITLE: BRUCE WALKER, ASSESSOR	PHONE / EXT: 2208
SIGNATURE:	DATE: 11/15/2016
NARRATIVE OF REQUEST REQUEST TO POST, ADVERTISE & FILL VACATED SENIOR APPRAISER POSITION WITH AN ENTRY LEVY APPRAISER, GRADE 10. THIS WAS POSTED INTERNALLY ON NOVEMBER 14TH AND WE ASK YOU APPROVE BROOKE ANDREWS TO FILL THIS POSITION AT A GRADE 10, STEP 2 EFFECTIVE 1/1/2017.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the promotion of Brooke Andrews to Appraiser; 1.0 FTE, Grade 10 Step 2, effective January 1, 2017, subject to adequate budget appropriations	



REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ Risk Mgmt

☐ OTHER: _____

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Denise L. Rowlett

PHONE / EXT: 2293

SIGNATURE: *Denise L Rowlett*

DATE: 11/15/2016

NARRATIVE OF REQUEST

Request the BOCC approve the FY2016 NCHIP (National Criminal History Improvement Program) Subrecipient Agreement between State of Washington, Washington State Patrol and the Sheriff's Office and authorize the Sheriff to sign. The agreement awards the Sheriff's Office funding to purchase two livescan fingerprinting systems to include installation and training totaling \$24,502.80 which includes a 10% required match in the amount of \$2,722.53.

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

Approve the Interagency Agreement #K12328 with the WA State Patrol regarding the National Criminal History Improvement Program for the purchase of two livescan fingerprinting systems and authorize the Sheriff to sign, subject to adequate budget appropriations

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT National Criminal History Improvement Program (NCHIP) Grant Fiscal Year 2016		WSP Contract No. K12328	
		CFDA No. 16.554 - National Criminal History Improvement Program (NCHIP)	
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			
PUBLIC AGENCY NAME PACIFIC COUNTY SHERIFF'S OFFICE		Statewide Vendor Registration Number SWV0007195-09	
Public Agency Location Address 300 Memorial Dr. South Bend, WA 98586		Public Agency Mailing Address PO Box 27, South Bend, WA 98586	
Public Agency Contact Name Ms. Denise Rowlett		Public Agency Data Universal Numbering System (DUNS) unique identifier 084604016	
Public Agency Contact Telephone 360-875-9395		Public Agency Contact E-mail Address drowlett@co.pacific.wa.us	
WSP Contact Information			
WSP Project Manager Name and Title Ms. Deborah Collinsworth		WSP Project Manager Address WSP Criminal Records Division 3000 Pacific Avenue, SE Ste 204 Olympia, WA 98504-2633	
Telephone (360) 534-2102	Fax (360) 534-2070	E-mail Address Deborah.Collinsworth@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Simon Tee Grants and Contracts Manager		WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4078	E-mail Address Simon.Tee@wsp.wa.gov	
Federal Assistance Information			
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Federal Grant Award Number 2016-RU-BX-K025	
Federal Agency US Department of Justice, Office of Justice Programs, Bureau of Justice Statistics		Federal Grant Award Date August 26, 2016	
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award to WSP \$569,1999	
Agreement Start Date October 1, 2016	Agreement End Date September 30, 2017	Maximum Agreement Amount \$24,502.80 (Includes 10% Match)	
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature _____	Date _____	Public Agency Signature _____	Date _____
Printed Name and Title John R. Batiste, Chief		Printed Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$5,000.

"BJS" means the Bureau of Justice Statistics of the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), the grantor of National Criminal History Improvement Program (NCHIP) Grant funds.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
3. **Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.
4. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
5. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoice must include the following:
 - a. description of the work performed
 - b. activities accomplished
 - c. progress of the project
 - d. fees and expenses
 - f. match amount as well as amount requested for reimbursement
 - g. for equipment purchases, a copy of the Public Agency's property record which includes the tag number that is assigned to the equipment
 - h. reference to WSP's agreement number.The Public Agency shall submit the final invoice not later than forty-five (45) calendar days from the Agreement End Date.
6. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
7. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

WSP INTERAGENCY AGREEMENT (Continued)

8. **Certification regarding Debarment, Suspension or Ineligibility.** If federal funds are the basis for this Agreement, the Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.sam.gov.
9. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
10. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
11. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
 - a. The Public Agency's Data Universal Numbering System (DUNS) unique identifier;
 - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
 - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
12. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
13. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
14. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

WSP INTERAGENCY AGREEMENT (Continued)

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

15. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
This Agreement;
Exhibit A, Statement of Work;
Exhibit B, Special Terms and Conditions
Any other provision of this Agreement; and
Any document incorporated by reference.

16. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.

17. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.

18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. **Single Audit Act Compliance.** If the Public Agency is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Public Agency shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Public Agency shall:

- (1) Submit to the WSP contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs..

20. **Statewide Payee Registration.** The Public Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to:
<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

WSP INTERAGENCY AGREEMENT (Continued)

21. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
22. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar 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.
23. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Introduction.** The purpose of this Agreement is to provide National Criminal History Improvement Program (NCHIP) grant funds for Fiscal Year 2016 to the Public Agency in order to increase the number of fingerprint submissions sent to and received by the state repository. Any work, personnel, and/or equipment funded must be for the authorized purposes of the grant in accordance with Federal statutes, regulations and the terms and conditions stated in the U.S. Department of Justice announcement OMB No. 1121-0329 and the grant award. Federal funds under this award will be used to supplement but not supplant local government funds. This subaward is not for Research and Development (R&D) purpose.
2. **Scope of Work.** The Public Agency shall purchase and install two LiveScan devices.
3. **Project Budget.** WSP shall reimburse the Public Agency according to the following budget, a summary of the budget proposed in the Public Agency application:

<u>Category</u>	<u>Cost</u>
Equipment	\$ 14,410.00
Other Costs	\$ 10,092.80
Project total	\$24,502.80
Federal Reimbursement (90%)	\$21,780.27
Local Match (10%)	\$2,722.53

Indirect may be charged for total direct costs. As a local government, the Public Agency is required to prepare and retain its indirect cost proposal on file for review. If applicable, Public Agency shall use the approved federally recognized indirect cost rate negotiated between the Public Agency and the Federal Government or, if no such rate exists, either a rate negotiated between the WSP and the Public Agency, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f).

Matching funds are restricted to the same use of funds as allowed for the Federal funds and are subject to audit. The Public Agency must maintain records which clearly show the source, amount, and timing for all matched contributions. Local funds committed as match can only be so for one federal grant.

Expenditures may only occur within the categories listed above. However, changes of up to 10% can be made without prior approval from WSP. Changes that exceed 10% will require the Public Agency to submit a budget change request to WSP for approval.

4. **Equipment Management.**
 - a. **Title to Equipment.** Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
 - b. **Use of Equipment.** The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
 - c. **Equipment Records.** The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other

identification number, including the tag number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved. A copy of the Public Agency's record showing the above information of the purchased equipment is required when requesting reimbursement for the equipment.

- d. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.
- e. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
 - Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share.

5. Progress Reports.

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 20 calendar days after the end of the reporting periods, which are June 30 and December 31, for the life of this Agreement.
- b. Final and Closeout Report. The Public Agency shall submit a final report to the WSP Project Manager at the end of this Agreement documenting all relevant project activities during the entire period of support under this Agreement. This report will include a summary and assessment of the program carried out with this Agreement, including but not limited to, information about how the funds were actually used, how match was met and documented, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 30 days following the close of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. **Financial Guide.** The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. **Equal Employment Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
3. **Lobbying.** The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **Federal False Claims Act.** The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
5. **Performance Measures.** The Public Agency agrees to provide performance related data, as outlined in the program announcement to be used to measure the results of the project.
6. **Withholding Funds.** The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.
7. **Consultant Rates.** Approval of this Agreement does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
8. **Environmental Laws and Regulations.** The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement.
9. **Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), NIJ encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. **SUBRECIPIENTS.**
 - A. General. If the Public Agency is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Public Agency shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Public Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Public Agency and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

B. Overpayments. If it is determined by WSP, or during the course of a required audit, that the Public Agency has been paid unallowable costs under this or any Program Agreement, WSP may require the Public Agency to reimburse WSP in accordance with 2 CFR Part 200.

11. The indirect cost rate for the Federal award (Award No. 2016-RU-BX-K025) through which this subaward is issued is 29.90%.



REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 19

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 11/14/2016

NARRATIVE OF REQUEST

Request approval of Emergency Management Performance Grant contract E17-109 in the amount of \$18,000.00 and request chair to sign the contract.

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

Approve Emergency Management Performance Grant Contract #E17-109 with WA State Military Department in the amount of \$18,000 to assist in preparing for all hazards through sustainment and enhancement as described in the Work Plan and authorize Chair to sign

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

1. Subrecipient Name and Address: Pacific County Emergency Management Agency PO Box 27 300 Memorial Drive South Bend, WA 98586-0027		2. Grant Agreement Amount: \$18,000	3. Grant Agreement Number: E17-109
4. Subrecipient Contact, phone/email: Scott McDougall, (360) 875-9338 smcdougall@co.pacific.wa.us		5. Grant Agreement Start Date: June 1, 2016	6. Grant Agreement End Date: August 31, 2017
7. Department Contact, phone/email: Matt Robbins, (253) 512-7472 matt.robbsins@mil.wa.gov		8. Data Universal Numbering System (DUNS): 084604016	9. UBI # (state revenue): 254-000-662
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Identification #: EMW-2016-EP-00002-S01	12. Federal Award Date: 08/10/2016	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 (16EMPG)	
14. Total Federal Amount #: \$7,254,374	15. Program Index # & OBJ/SUB-OBJ: 763PT NZ	16. TIN: 91-6001356	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 19 (BY CONGRESSIONAL DISTRICT): 3		18. Service Area by County(ies): Pacific County	19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO		23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
24. PURPOSE & DESCRIPTION: The purpose of the FY 2016 Emergency Management Performance Grant (16EMPG) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 16EMPG Award EMW-2016-EP-00002-S01, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.			
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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 the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:			
1. Applicable Federal and State Statutes and Regulations		4. Special Terms and Conditions	
2. DHS/FEMA Award and program documents		5. General Terms and Conditions, and,	
3. Work Plan		6. Other provisions of the Agreement incorporated by reference	
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Richard A. Woodruff, Contracts Officer Washington State Military Department		Signature _____ Date _____ Frank Wolfe, Chair, Board of County Commissioners Pacific County	
BOILERPLATE APPROVED AS TO FORM: Signature on File (9/6/2016) Brian E. Buchholz, Assistant Attorney General		APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date _____	

Form 05/12/2015 MLL



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

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

REQUESTED MEETING DATE:

11/22/2016

AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Denise L. Rowlett	PHONE / EXT: 2293
SIGNATURE: <i>Denise L. Rowlett</i>	DATE: 11/15/2016
NARRATIVE OF REQUEST Request the BOCC approve the Professional Services Agreement between Willapa Behavioral Health and the Sheriff's Office and authorize the Sheriff to sign. The agreement allows up to \$6,300 to provide School and Community Based Prevention Consultant services to the Willapa Valley School District from 10/1/2016 through 9/30/2017.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the Professional Services Agreement with Willapa Behavioral Health to provide School and Community Based Prevention Consultant Services to the Willapa Valley School District effective October 1, 2016 until September 30, 2017 and authorize Sheriff to sign	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between Willapa Behavioral Health (WBH), fiscal agent for Teen Advocacy Coalition, and the Pacific County Sheriff's Department (Contractor).

The parties agree as follows:

1. Contractor's Services. The Contractor shall provide the following services to WBH (School & Community Based Prevention Consultant):
 - a. School and community-based environmental drug and alcohol prevention strategies and consultation that lead to 1) increased enforcement of existing Alcohol, Tobacco, and other drugs (ATOD) laws/policies; 2) A change in the physical design of the environment that limits youth access to tobacco, alcohol and other drugs; and 3) A change in ATOD policies and norms within the Willapa Valley School District. 4) PCSO will transport and dispose of collected Rx Drop Box medication. Officer time will be reimbursed at the overtime rate of Officer. Mileage will be reimbursed at the federal mileage reimbursement rate.

All work performed under this agreement shall be done in compliance with all applicable terms and conditions contained in Exhibit A- Drug Free Communities Grant terms and conditions. The service area for all activities under this agreement shall be within the boundaries of the Willapa Valley School District. These activities will include:

- In coordination with Willapa Valley District administration and elected school board, work to ensure best practice Alcohol, Tobacco, and Other Drugs, ATOD, policies are implemented and enforced in all school district buildings.
- Provide additional enforcement of existing ATOD rules, policies, and laws during school hours and after hours at school sponsored extracurricular events.
- Work with Peer Helpers and Substance Abuse Prevention Committee representative to review School Health Index to complete assessment of current ATOD policies.
- Provide information regarding the new marijuana legalization laws at one staff meeting and/or student assembly.
- Participate in Teen Advocacy Coalition and other meetings including but not limited to Substance Abuse Prevention Committee meetings and coalition sponsored community wide events at least once per quarter.
- Attend bi-annual Prescription Drug Take Back events as designated by the DEA, if applicable
- Participate in youth led substance abuse prevention activities.
- Submit monthly progress report along with invoice as part of sustainability plan.
- 15 Hours of Marijuana Retailer education and assist with compliance checks coordinated with community partners.
- Engage students during lunchtime and after school activities to provide education, support, and offer available resources.
- Provide general support and technical assistance to school district staff, administration, and parent groups related to substance abuse prevention topics as requested and needed.
- Transport collected prescription drop box materials to incineration service.

The Contractor shall perform the required services to the satisfaction of the WBH and the Teen Advocacy Coalition. The determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

2. Payment.

- a. WBH will pay the Contractor on an hourly basis, at the overtime rate of the officer performing contracted duties, per hour for time actually spent by the Contractor in performing the required services.
- b. Notwithstanding any other provision of this Agreement, the total compensation payable to the Contractor for services provide as a School Community Prevention Consultant under this Agreement shall not exceed \$6,300 for the period beginning October 1, 2016, and ending September 30, 2017.
- c. Other services provided must be approved by WBH and the Teen Advocacy Coalition before they are rendered. Those services will be paid at the same hourly rate stated in (2)(a) above.
- d. The Contractor shall bill WBH for payment. WBH will not pay for any services not rendered or expenses not incurred. Payment under this section will be full compensation for all services performed and expenses incurred by the Contractor under this agreement.

3. Effective Date. The effective date of this Agreement is October 1, 2016.

4. Termination. This Agreement shall terminate on September 30, 2017. WBH may terminate this Agreement at any earlier time and for any reason, by giving the Contractor thirty (30) days written notice of termination.

5. Independent Contractor. The Contractor is an independent contractor of WBH, and as such is not subject to WBH's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of WBH. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors.

Additionally, the Contractor makes the following assurances:

- a. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement.
 - b. The Contractor has a principal place of business that is a bona fide municipal building not subject to federal income tax.
6. Supplanting. Under the Federal "supplement not supplant" requirement, Drug Free Community Grantee's and their subcontractors (Contractor) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may an organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:
- The agency uses Federal funds to provide services that it is required to make available under other Federal, State or local law.
 - The agency or school district uses Federal funds to provide services that it provided with non-Federal funds in the immediate prior years.

Contractor agrees that funds received under this agreement will supplement, not supplant current staffing within their organization.

7. Indemnification.

- a. 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 of, 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. This includes any lawsuit filed by a third party for Pacific County's allegedly improper release of confidential or proprietary information pursuant to a public records request, as referenced in this agreement below.

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) WBH, its officers, employees, agents, or subcontractors, or any other person for which WBH is held liable, and (b) the CONTRACTOR, its officers, employees, agents, subcontractors or any other person for which the CONTRACTOR is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any CONTRACTOR's officers, employees, agents, subcontractors, or any other person for which an CONTRACTOR is held liable.

- b. For the purposes of this section, "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

- 8. Ownership of Materials. Materials created by the Contractor and paid for by WBH as a part of this Agreement shall be owned by WBH and shall be "works for hire" as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but which is not created for or paid for by WBH is owned by the Contractor; however, WBH shall have a perpetual license to use this material for WBH (internal) purposes at no charge to the WBH.
- 9. Compliance with Laws. Throughout the duration of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
- 10. Entire Agreement. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- 11. Choice of Law and Venue. This Agreement shall be interpreted and construed under the laws of the State of Washington. Any lawsuit to enforce this agreement shall be filed in a court of competent jurisdiction in Pacific County.
- 12. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by WBH and the Contractor.
- 13. Confidentiality. The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement, except if CONTRACTOR discovers illegal conduct. WBH and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.
- 14. Insurance. The CONTRACTOR shall maintain, and upon request of WBH, provide proof of liability insurance in the amount of \$1,000,000 or greater per occurrence and \$1,000,000 aggregate for the term of this

CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to WBH's. The CONTRACTOR 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.

15. Standards for Fiscal Accountability.

- A. The CONTRACTOR agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement and in compliance with OMB Circular 133, incorporated herein by reference (http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011) . The CONTRACTOR further agrees that WBH shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The CONTRACTOR shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that WBH shall have full access to and right to examine any of said materials at all reasonable times during said period.

B. The CONTRACTOR shall:

1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by WBH;
2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

16. Criminal Background History Check. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to youth, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC.
17. Debarment Certification. The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by WBH.
18. This Agreement and all public records associated with this Agreement shall be available from Pacific County (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 WBH are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, WBH agrees to make them promptly available to the COUNTY. If WBH 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, WBH 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 WBH 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 WBH (a) of the request and (b) of the date that such information will be released to the requester unless WBH obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If WBH 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 WBH to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to WBH for releasing records not clearly identified by WBH as confidential or proprietary. The COUNTY shall not be liable to WBH for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Sheriff Signature

Date

Print Name

Geri Marcus Signature

Date

Print Name

DRAFT

Consultant Mailing Address:

Pacific County Sheriff's Office
PO Box 27
South Bend, WA 98586

DRAFT

EXHIBIT A- DFC TERMS & CONDITIONS

The Drug Free Communities Support Program (DFC) is a collaborative effort between the Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Grant awards are made available through SAMHSA with funding from ONDCP. The purpose of the funding is to address two major goals: 1) Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, and local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth; and 2) Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

While responsibility rests with the grantee for achieving the primary goals of the program, SAMHSA and its designated representatives shall monitor and provide continuing technical assistance, consultation, and coordination in the conduct of the project during the funding period. In addition to these terms and conditions and the applicable statutes and regulations, grantees are bound by the DHHS Grants Policy Statement and all requirements in the Program Announcement for the FY 2014 DFC.

SPECIAL TERMS OF AWARD:

Failure to comply with special terms and conditions may result in a drawdown restriction on your Payment Management Account or denial of funding in the future.

1. Grantee must receive and expend non-federal matching funds as required in the Program Announcement. In-kind support may also be used to satisfy the match requirement.
2. Grantee must collect, on a biennial basis, the following data on youth consistent with the geographic area served by the coalition: (1) age of onset of any drug (including alcohol, marijuana and tobacco); (2) frequency of drug use in the past 30 days (including alcohol, marijuana and tobacco); (3) perception of risk or harm; and (4) perception of disapproval of use by adults (including alcohol, marijuana and tobacco), or other measures as identified by ONDCP. The grantee should report on youth in at least three grades. The size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.
3. The Division of Grants Management at SAMHSA conducts a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 92.12, as applicable. The restriction will affect the drawdown of funds from the Payment Management System; all drawdown's will require the prior approval of the applicable GMS.

STANDARD TERMS OF AWARD:

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
2. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
3. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

4. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used as a program income.
5. Program income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").
6. Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").
7. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
8. No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
9. Restrictions on Grantee Lobbying
(c) Title 18 > Part I > Chapter 93 > Section 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352.
10. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Office of National Drug Control Policy or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
11. If federal funds are used by the grantee to attend a meeting and meal(s) are provided as part of the program, then the per diem applied to the travel costs must be reduced by the allotted meal costs.
12. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

13. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to www.samhsa.gov/grants/trafficking.aspx.

The DFC Semi-Annual Progress Reports are due to be submitted through the Coalition Online Management and Evaluation Tool (COMET) on the following dates unless otherwise instructed by ONDCP through your GPO:

February and August annually

1. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Federal Audit Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online at: <http://harvester.census.gov/fac/collect/ddeindex.html>

ENVIRONMENTAL STRATEGIES:

Coalitions are expected to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.). Specific strategies include rules and regulations, community norms, and access to alcohol and other drugs. Therefore, effective prevention requires intervention in various facets of community life that are designed to create change within a whole community.

DFC coalitions are more likely to be successful in meeting their objectives if they work collaboratively to utilize environmental strategies. Non-government funds may be used for activities or interventions directed at specific individuals or small groups, however the primary purpose of the Federal funding in a DFC grant is to strengthen the capacity of coalitions to reduce and prevent youth substance use in the community by generating positive population-level, lasting environmental change. If an applicant has identified a community need for individualized or small-group targeted 'directed activities, practices, strategies or interventions,' these should be leveraged in coordination with local partners and/or funded primarily utilizing non-Federal and/or in-kind match dollars. All responses to special terms and conditions of award and post-award requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857



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

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

REQUESTED MEETING DATE:

11/22/2016

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

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: 

DATE: 11/7/2016

NARRATIVE OF REQUEST

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

Approve appointment of Chuck Mikkola to the Flood Control Advisory Board, effective January 1, 2017



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

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

REQUESTED MEETING DATE:

11/22/2016

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:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: *Marie Guernsey*

DATE: 11/16/2016

NARRATIVE OF REQUEST

It has come to our attention that the Assembly Permit Fee submitted for the Great Columbia Crossing Run was short \$50 (submitted \$200, should have been \$250). However, since we should have noticed the error when the application & fee was submitted, I would like to request the Board waive the \$50.

Just as a side note, their event was cancelled due to the weather conditions.

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

Approve waiver of \$50 fee from the Astoria-Warrenton Chamber of Commerce for the 2016 Great Columbia Crossing event



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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

11/22/2016

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

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____

TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 11/16/2016

NARRATIVE OF REQUEST

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

Adopt Resolution 2016-_____amending the Personnel Policy, Rules and Regulations, specifically Section 4.1 Hours of Work and Exhibit 7.2 Job Classification Schedule

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2016-_____

DRAFT

**A RESOLUTION AMENDING THE PERSONNEL POLICY,
RULES AND REGULATIONS**

WHEREAS, various provisions in Chapters 36.16 and 36.17, RCW, and RCWs 36.32.390 and 36.32.400 authorize this Board to set the salaries and to provide appropriate benefit plans and payments for the officers and employees of the County of Pacific; and

WHEREAS, this Board has adopted and implemented a policy for administration of personnel rules and regulations to provide equality of employment for employees of Pacific County, and these policies are subject to periodic review and modification; and

WHEREAS, the following sections of the Personnel Policy shall be amended to comply with requirements of the Fair Labor Standards Act;

Section 4.1 HOURS OF WORK

Replace section (d) with the following

- (d) OVERTIME will not be available to any County employee whose position has been determined to be exempt from the provisions of FLSA and noted as such within the Job Classification Schedule (Exhibit 7.2). Additionally, the length of an FLSA-exempt employee's WORKDAY and/or WORKWEEK may be increased by their Official without additional compensation if the Official determines that the longer WORKDAY and/or WORKWEEK is necessary to address and handle the office/department workload.

For any County employee whose position has been determined non-exempt and subject to the FLSA, overtime (work in excess of 40 hours per WORKWEEK regardless of the assigned FTE or daily scheduled hours) any hours, or any time worked on an observed holiday (Section 4.3), necessary to fulfill an official County Business activity required by an Official shall be paid to the employee, or compensated, at the rate of one and one-half (1.5) times the hours worked and/or wage rate of such employee. If such employee fails to secure approval for such work in advance, the Official may disallow any claim of additional compensation for such work.

Exhibit 7.2 JOB CLASSIFICATION SCHEDULE

Replaced in its entirety with Job Classification Schedule, Exhibit C, November 2016

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that these amendments are hereby adopted and are effective December 1, 2016; and

PASSED by the Board of Pacific County Commissioners the 22nd day of November, 2016, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

DRAFT

PASSED by the Board of Pacific County Commissioners the 22nd day of November, 20____ meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

Job Classification Schedule

DRAFT

POSITION TITLE	APPOINTING OFFICIAL/AGENT *	SALARY CODE	FLSA EXEMPTION*****
Assistant Director of Public Works	BoCC/DPW	17	Executive/Personal Staff
Chief Deputy Prosecuting Attorney	County Prosecuting Attorney	17	Legal Advisor/Personal Staff
Chief Accountant	County Auditor	16	Professional
Undersheriff	County Sheriff	16	Personal Staff
Juvenile Court Administrator	Superior Court Judge	16	Personal Staff
Engineering Services Manager	BoCC/DPW	16	Executive/Personal Staff
Assistant County Engineer	BoCC/DPW	16	Executive/Personal Staff
Chief Treasury/Investment Officer	Treasurer	16	Personal Staff
Surfacewater Program Manager	BoCC/DPW	15	Executive/Personal Staff
Chief Criminal Deputy Sheriff	County Sheriff	15	Personal Staff
Inspector	County Sheriff	15 ****	Personal Staff
Deputy Prosecutor	County Prosecuting Attorney	14	Legal Advisor
Superior Court Reporter/Administrator	Superior Court Judge	14	Statutory/Personal Staff
DCD Executive Assistant (Office Manager)	BoCC/DCD	14	Executive/Personal Staff
Road Supervisor	BoCC/DPW	14	Executive/Personal Staff
E-911 Coordinator (see ** note below)	County Sheriff	14 **	Personal Staff
Chief Civil Deputy Sheriff-Fiscal Analyst	County Sheriff	14 *****	Personal Staff
Chief Deputy Treasurer-Investment Officer	County Treasurer	14	Personal Staff
Clerk of the Board of County Commissioners	BoCC	14	Statutory
Management Analyst	BoCC/County Administrative Officer	14	Executive/Personal Staff
Accounting Manager	DPW	14	Personal Staff
Risk Manager	BoCC/County Administrative Officer	13	Executive/Personal Staff
Shop Supervisor	BoCC/DPW	13	Executive/Personal Staff
Director of Vegetation Management	BoCC	13	Statutory/Administrative
Municipal Accountant	County Auditor	13	Professional/Personal Staff
Superior Court Admin/Recorder	Superior Court Judge	13	Statutory/Personal Staff
Confidential Secretary (PA) {see *** note below}	County Prosecuting Attorney	12 ***	Personal Staff
Chief Deputy (A/A/C/T)	County Assessor, Auditor, Clerk, or Treasurer	12****	Personal Staff
Fair/Parks Manager	DPW	12	Personal Staff
Conf. Sec/Asst. RM/Dep. Clerk of the Board	BoCC/County Administrative Officer	10	Personal-Staff-Not Exempt
Public Records Coordinator	BoCC/County Administrative Officer	10	Personal-Staff-Not Exempt
Engineering Technician/GIS Asst.	DPW	10	Personal-Staff-Not Exempt
Confidential Secretary (BOARD)	BoCC	9	Not Exempt
Administrative Assistant (A/A/C/T)	County Assessor, Auditor, Clerk, or Treasurer	9	Not Exempt

* Employment relationship is between the position's incumbent and the position's APPOINTING OFFICIAL under the AGENT's direction.

"BoCC" stands for the Board of County Commissioners, "DoCD" stands for the Director of Community Development, and "DoPW" stands for the Director of Public Works.

** The salary code will be increased to "15" if the incumbent E-911 Coordinator also serves as the Emergency Management Coordinator.

*** The salary code will be increased to "13" if the incumbent Confidential Secretary (PA) also performs as Chief Deputy Coroner. [Amended by Resolution 2001-032]

**** The salary code will be increased to "14" if the incumbent Chief Deputy County Auditor also acts as Finance Supervisor and performs the chief accountant's functions. [Amended by Resolution 2003-039]

***** Sheriff authorized to pay stipends up to \$250 per month for litter cleanup project oversight and administration when litter cleanup is occurring if financial (grant) assistance is available to reimburse the County for the stipends. [Amended by Resolution 2003-052]

***** Any employee working less than full time in a position with a salary code of 12 or higher that earns less the minimum salary level established by the Fair Labor Standards Act (FLSA) to be eligible for exemption status is changed to not exempt.

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Pacific County Commissioners
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98586 Phone 360/875.9337 * Fax 360/875.9335

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month, beginning at 9 a.m.

REQUESTED MEETING DATE:

11/22/2016

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: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ NDC

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PACCOM

☐ Treasurer

☐ SEA

☐ Clerk

☐ Fair

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Health

☐ SDC

☐ WSU Ext.

☐ DCD

☐ Juvenile

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Board of County Commissioners

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: 

DATE: 11/16/2016

NARRATIVE OF REQUEST

Open public hearing
Swear in those wishing to testify/comment
Close public hearing

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

(See attached sheet)

Resolutions to be adopted after the close of the hearings:

- Adopt Resolution 2017-__ in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy
- Adopt Resolution 2017-__ in the matter of county-related real and personal property tax levies for collection in 2017
- Adopt Resolution 2017-__ in the matter of adopting the fy2017 Pacific County Budget, including the 2017-2022 Comprehensive Transportation Improvement and 2017 road construction programs, the 2017-2022 capital improvement plan for parks and recreation, and the 2017-2022 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2017 salaries for Pacific County's elected Officers and judges

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.