

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

**Tuesday, June 28, 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)

- A) Approve the regular meeting minutes of June 14, 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.

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

A

PROCEEDINGS

9:00 AM
Tuesday, June 14, 2016

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:06 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Asst. Director
Eric Weston, Deputy Civil Prosecutor
Scott McDougall, Emergency Management Deputy Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Allie Friese, representing the Chinook Observer
Randy & Christin Lewis
Bob & Barbara Tallman
Steve Gacke

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

PUBLIC COMMENT – None

CONSENT AGENDA

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 Rainbow Valley Landfill Vouchers
Royal Heights Transfer Station, Inc.- \$1,690.92
Broadband Environmental Services- \$750
Dragon Analytical Laboratory - \$2,757
PUD No. 2 - \$35.95

Approve the regular meeting minutes of May 24, 2016

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #35

MEETING CLOSED – 9:07AM

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)

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

June 28, 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 HEARING(S) *(held in the Commissioners Meeting Room unless otherwise noted)*

10:00 AM FY2016 Supplemental Budget Appropriations

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

10:30 AM Regular Community Development monthly workshop

Call to Order

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

YEARS OF SERVICE AWARDS

35 Years: Lisa Olsen (Assessor)

CONSENT AGENDA (Items 1-6)

Department of Health and Human Services

- 1) Approve Employment Agreement Amendment #2 for the Deputy Director

Sheriff's Office

- 2) Confirm hire of Dylan Turner to fill vacant Corrections Officer position; 1.0 FTE, Step 1, effective July 5, 2016

Vegetation Management

- 3) Approve Amendment #1 to Contract K1747 with Washington State Department of Agriculture; authorize Chair to sign

General Business

- 4) Approve Amendment #1 to the Contract for Services with Port of Chinook
5) Approve regular meeting minutes of June 14, 2016 and June 20, 2016
6) Approve Vendor Claims:
Warrants Numbered 132599 thru 132703- \$124,072.15

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of request to purchase blinds for WSU Extension Office
- 8) Consider approval of Special Event Application from The Bay Center Association for the use of Bush Pioneer County Park; authorize Chair to sign
- 9) Consider approval of request to hire Jack Graves, Kinsey Collins, Hailee Smith, Emily Seaman, Madeline Maden, Brian Smith and Caeleb Fetters for temporary summer help
- 10) Consider acceptance of quote from Baker & Son for the Health Department tenant improvement project
- 11) Consider to accept contract/performance bond from Naselle Rock & Asphalt Co, Inc. for the Sandridge Road Resurfacing Project and release bid bonds

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT #1

- 12) Consider award of the 41st Culvert replacement to Lindstrom & Son Construction

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 13) Consider approval of request to revise the work group appointment list for the Voluntary Stewardship Program

ITEMS REGARDING COUNTY CLERK'S OFFICE

- 14) Consider approval of Software Maintenance Agreement Renewal with Jury Management System; authorize Clerk to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 15) Consider adopting Resolution 2016-_____ in the matter of setting fees for services
- 16) Consider approval of request by Community Health Educator for temporary voluntary leave of absence

ITEMS REGARDING SHERIFF'S OFFICE

- 17) Consider approval of State Homeland Security Program Grant E16-220 with Washington State Military Department; authorize the Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

- 18) Accept the resignation of Ron Willis from the Veterans Advisory Board

ITEMS REGARDING GENERAL BUSINESS

- 19) Consider adopting Resolution 2016-_____ amending the Personnel Policy, Rules and Regulations

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.

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 21) Consider adoption of Resolution 2016-____ regarding fiscal year 2016 supplemental budget appropriations

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.

Years of Service Report June 2016**Total Years of Service** 35

Employee Name	Date of Hire	Calculation Date	ID Number
Lisa R. Olsen	6/15/1981	6/1/1981	OLSEL

Thursday, March 31, 2016

Page 1 of 1

6/2/16 C: Lisa - KB



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:

June 28, 2016

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"/> 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 P. Goelz, Director

PHONE / EXT: 2644

SIGNATURE: 

DATE: 6/20/16

NARRATIVE OF REQUEST

Request the Board review and approve Amendment #2 to the Employment Agreement for the Deputy Director Public Health And Human Services Department for Sharon Block. Sharon is requesting to reduce to a 0.7 FTE effective July 1, 2016 through December 31, 2016. The amendment provides the terms and compensation change to reflect the reduction in hours.

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

Approve Amendment #2 to Deputy Director Special Employment Agreement effective July 1, 2016

Revised 8/2015
Exhibit A to Resolution No. 2010-013

AMENDMENT No. 2
to the EMPLOYMENT AGREEMENT for the
DEPUTY DIRECTOR PUBLIC HEALTH AND HUMAN SERVICES

THIS AMENDMENT No. 2 formally amends that certain Employment Agreement made and entered into the 12th day of March, 2013, by and between the Board of Pacific County Commissioners ("BOARD") through its Director of Public Health and Human Services, ("DIRECTOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Sharon Block, ("DEPUTY DIRECTOR"), 1809 Oysterville Road, Ocean Park, WA 98640, by revising Section II., HOURS OF WORK, Section III., COMPENSATION, and Section VI., TERM/TERMINATION as follows:

II. HOURS OF WORK

The parties to this AGREEMENT understand and agree that this position is being reduced from full time to 70%.

III. COMPENSATION

For services rendered pursuant to this amended agreement, the COUNTY will provide the DEPUTY DIRECTOR with a monthly salary beginning July 1, 2016, of Three Thousand Six Hundred and Twenty-Seven Dollars (\$3,627).

VI. TERM/TERMINATION

This amended AGREEMENT shall be deemed to become effective the 1st day of July 2016, and supersedes the applicable sections and amendments of the DEPUTY DIRECTOR'S AGREEMENT signed by the BOARD on the 12th day of March, 2013. This amended AGREEMENT will continue in full force and effect through the 31st day of December, 2016, or until such time that the DEPUTY DIRECTOR provides notice of her retirement, whichever is sooner.

ALL OTHER PROVISIONS of the EMPLOYMENT AGREEMENT remain in full force and effect as per the AGREEMENT dated March 12th, 2013.

IN WITNESS WHEREOF, the parties hereto have set their hands and the day so noted.

Public Health & Human Services
Department, Assistant Director

Sharon Block 5/25/16
Sharon Block Date
SSN: On file

DIRECTOR

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

Lisa Ayers, Commissioner

Mary Goelz Date

Steve Rogers, Commissioner

ATTEST:

Clerk of the Board Date



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

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

REQUESTED MEETING DATE:

6-28-16

AGENDA REQUEST FORM

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

Agenda Item#: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____

TIME: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ 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

DIVISION (if applicable): Jail

OFFICIAL NAME & TITLE: Pat Matlock, Chief Deputy

PHONE / EXT: 3398

SIGNATURE: 

DATE: 6-10-16

NARRATIVE OF REQUEST

Request to hire Dylan Turner to fill one of the two vacant (funded) corrections officer positions within the jail, subject to adequate budget appropriations.

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

Confirm the hire of Dylan Turner, Corrections Officer; 1.0 FTE, Step 1, \$3,073.00 monthly, effective July 5, 2016; subject to adequate budget appropriations



REQUESTED MEETING DATE:

6/28/16

AGENDA REQUEST FORM

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

BOCC ACTION:		<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Agenda Item#: <u>3</u>
				Initial: _____ Date: _____
<input type="checkbox"/>	SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			
<input type="checkbox"/>	NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> DEFERRED TO: _____	Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/>	CONTINUED TO DATE: _____		TIME: _____	<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/>	OTHER: _____			<input type="checkbox"/> Legal Required
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Vegetation Mgmt</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nabitt</u>	PHONE / EXT: <u>360 942-7758</u>
SIGNATURE: <u>Jeff Nabitt</u>	DATE: <u>6/22/16</u>
NARRATIVE OF REQUEST	
<p>Please approve Amendment No. 1 (attached) to contract K1747 which will add \$25,000 to the existing contract. The additional funds will be used to control knotweed on the Willapa River.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Amendment #1 to Contract K1747 with Washington State Department of Agriculture to increase the knotweed controlled activities with additional funds in the amount of \$25,000.00 added to the contract</p>	

**AMENDMENT NO. 1
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
PACIFIC COUNTY
AND ITS AGENT
PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD**

Contract number K1747, including any subsequent modifications thereto, between the Washington State Department of Agriculture and Pacific County and its agent Pacific County Noxious Weed Control Board, is hereby amended under the provisions of the *Agreement Alterations and Amendments* clause and by the mutual consent of all parties hereto, as follows:

- To add \$25,000.00 to the total amount of K1747. The increase will be used to augment the knotweed control activities described in K1747-Plan of Work.
- Contract K1747 will not exceed \$50,000.00.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this amendment.

WASHINGTON STATE
DEPARTMENT OF AGRICULTURE

PACIFIC COUNTY

BY: _____

BY: _____

TITLE: Assistant Director

TITLE: _____

DATE: _____

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:

6/28/16

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: _____

Review ☐ Clerk of the Board

☐ CONTINUED TO DATE: _____

TIME: _____

☐ 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: General Administration

DIVISION (if applicable): .09/Fund 126

OFFICIAL NAME & TITLE: Kathy Spoor, CAO

PHONE / EXT:

SIGNATURE: *Kathy Spoor*

DATE: 6/20/16

NARRATIVE OF REQUEST

Attached for your consideration is an amendment to the Port of Chinook's .09 Public Facilities Improvement Fund contract. This amendment changes the scope of work from construction of a boat hoist to repair and/or replacement of a fuel line at the Port. This change was approved by PCOG at its meeting on May 26th. The fuel line needs to be repaired/replaced in order for the Port to have fuel available for both commercial and recreational boats using the Port.

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

Move to approve amendment #1 to the Port of Chinook's .09 Contract changing the scope of work from construction of a boat hoist to repair and/or replacement of a underground fuel line at the Port's boat fueling facility.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Contract for Services between Pacific County and the Port of Chinook, Amendment No. 1

Contractor Type (check all that apply):

<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub-Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other

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

To be located at: _____

☐ Insurance/Bonds ☐ Emergency Event (*Purchases/Public Works*)

☐ Single (Sole) Source Purchase* ☐ Special Facilities/Market Conditions

*Resolution Required

- 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):

AMOUNT OF MATCHING FUNDS:

CONTRACT FOR SERVICES
Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF CHINOOK
AMENDMENT No.1

THIS AMENDMENT No. 1 formally amends that certain Contract for Services made and entered into the 1ST of June, 2015, by and between the Board of Pacific County Commissioners ("BOARD") on behalf of Pacific County ("COUNTY"), and The Port of Chinook ("RECIPIENT"), by replacing in its entirety Section 2, Use of Funds, Section 3, Scope of Work, and revising Section 20, Administration as follows:

Section 2-USE OF FUNDS

The RECIPIENT shall use these County funds solely for the repair and replacement of failing underground fuel line at the Port's boat fueling facility. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state, and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

Section 3-SCOPE OF WORK

Reimbursement shall only be for expenses for the fuel line repairs/replacement at the Port's boat fueling facility.

Section 20-ADMINISTRATION

For the RECIPIENT

Guy Glenn, Jr., Manager
Port of Ilwaco and Port of Chinook-Interlocal Agreement
165 Howerton Way PO Box 307
Ilwaco, WA 98624
360.642.3143, 360.783.2104 cell, 360.642.3148 fax

ALL OTHER PROVISIONS of the CONTRACT FOR SERVICES remain in full force and effect as per the CONTRACT dated June 1ST, 2015.

IN WITNESS WHEREOF, the parties hereto have set their hands and the day so noted.

PORT OF CHINOOK

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

 6/17/16

Guy Glenn, Jr., Manager Date

Frank Wolfe, Chairman

APPROVED AS TO FORM

Steve Rogers, Commissioner

Prosecuting Attorney's Office WSBA #

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

5

PROCEEDINGS

9:00 AM
Tuesday, June 14, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:07 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Tim Crose, Community Development Asst. Director
Eric Weston, Deputy Civil Prosecutor
Scott McDougall, Emergency Management Deputy Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE

Allie Friese, representing the Chinook Observer
Randy & Christin Lewis
Bob & Barbara Tallman
Steve Gacke

PUBLIC COMMENT

Steve Gacke of Naselle apologized to Commissioner Rogers for his use of inappropriate language in an email to him. Mr. Gacke expressed his dissatisfaction of the condition of Alanen Road. Commissioner Rogers stated that he valued Mr. Gacke's apology and appreciated his input.

Christin Lewis addressed the Board regarding her call to Senator Takko on May 31, 2016 about the Upper Naselle Slide. She indicated that Senator Takko informed her that an engineer was supposed to be evaluating the slide. Mike Collins advised that he had not been contacted.

Commissioner Rogers noted that a representative from U. S. Congresswoman Jamie Herrera-Beutler office visited the site and WA Department of Fish & Wildlife is also looking at it.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

Barbara Tallman read a statement into the record pertaining to the Upper Naselle Road slide but was not provided to the Clerk of the Board to be entered into the record.

Randy Lewis addressed the Board regarding the Upper Naselle Road slide as well.

CONSENT AGENDA (Items 2-7)

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 Community Development

Approve hire of Alex Gilbert, temporary litter crew, effective June 16, 2016 through August 11, 2016 at a rate of \$13.50/hour, and Bailee Lee-effective July 18, 2016, Karli Wilson-effective June 20, 2016 through July 14, 2016, Bryttney Deniston-effective July 18, 2016 through August 11, 2016, Walker Oblad-effective June 20, 2016 through July 14, 2016, Brooke Spoor-effective July 18, 2016 through August 11, 2016, and Amanda Graham-effective June 20, 2016 through July 14, 2016, all at a rate of \$10/hour, subject to adequate budget appropriations

Flood Control Zone District No. 1

Approve Addendum #1 to Skating Lake State Park Property Right of Entry and authorize County Engineer to sign

General Business

Approve Amendment #1 to Contract for Services with Coastal Community Action Program for housing related services

Approve regular meeting minutes of May 24, 2016

Approve May, 2016 payroll: total employees: 185 total payroll: \$736,466.01

Approve Vendor Claims

Warrants Numbered 132200 thru 132251- \$78,285.34

Warrants Numbered 132252 thru 132359- \$162,149.08

Warrants Numbered 132360 thru 132495- \$219,657.09

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Accept resignation of Dave Cowell, Road Supervisor, effective June 16, 2016 and approve request to advertise and hire for vacant position

Approve Special Use Agreement with Jaylee Bradley to host family Campout at Morehead Park, July 1-4, 2016 and authorize Chair to sign

Consider approval of Special Use Agreement with Bay Center Association to host Bay Center Days at Bush Pioneer Park **Deferred to meeting of June 28, 2016**

Approve Special Use Agreement with Jessica Lorton for a wedding at Bush Pioneer Park on August 13, 2016 and authorize Chair to sign

Award the Sandridge Road Resurfacing Project, County Road Project #1644 to Naselle Rock & Asphalt Co., in the amount of \$649,933.44, including sales tax, subject to adequate budget appropriations

Approve request to solicit quotations utilizing the Small Works Roster for cross culvert replacement on Fowler Road

Approve purchase of Cobra PROe Paving Breaker from Crowder Supply Company, Inc., in the amount of \$,070, not including sales tax, subject to adequate budget appropriations

Approve Landowner Agreement with Pacific County Anglers for the Hyland Stringer Road Culvert project funded by the Salmon Recovery Funding Board and authorize Chair to sign

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Accept resignation of Director Faith Taylor-Eldred, effective July 31, 2016
Commissioner Ayers noted for the record that she chose to resign and has provided two months' notice per her Special Employment Agreement

Approve Professional Services Agreement with The Watershed Company to lead the Voluntary Stewardship Program and development of the Work Plan, effective May 1, 2016 through June 30, 2017, in the amount of \$193,000, subject to adequate budget appropriations and receipt of proof of insurance

Approve Interagency Agreement with Pacific Conservation District to assist in the public outreach and development of the Work Plan pertaining to the Voluntary Stewardship Program, effective May 1, 2016 through June 30, 2017, in the amount of \$20,000, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

Consider approval of Great Rivers Inter-Local Agreement for 5177
Diversion Program Services; authorize Chair to sign **Deferred to meeting of
June 28, 2016**

ITEMS REGARDING FAIR

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

**Approve the 2016 Pacific County Fair Agreement with Paradise amusements
to provide a carnival at the 2016 county fair and rescind motion of
March 8, 2016 regarding the same, subject to adequate budget
appropriations and receipt of proof of insurance**

ITEMS REGARDING SHERIFF'S OFFICE

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

**Approve Memorandum of Understanding with WA Service Corps for
placement of AmeriCorps Individual Placement Service Member and
authorize Chair to sign**

**Confirm Sheriff's signature on Grant Writing Agreement with
PoliceGrantsHelp & PoliceOne in the amount of \$3,375, 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

**Adopt Resolution 2016-019 in the matter of establishing the budget calendar
for fiscal year 2017**

**Accept offer from Jerry Denney, Jr., to purchase tax-title parcels
#77015001017, in the amount of \$2,336.87 and #77015001019, in the amount
of \$1,252.92, for a total of \$3,589.81, plus closing costs**

EXECUTIVE SESSION-not needed

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve request for barricades from Ocean Park Area Chamber of Commerce for their Old-fashioned 4th of July parade

Approve hire of temporary Engineering Aides; Aiysha Garcia, effective June 14, 2016 at a rate of \$10.50/hour; Rayce Newman, David Green, Karli Friese, Stephen Clevenger, Brendyn Graves, effective June 15, 2016 at a rate of \$10/hour; Emma Lorton, effective June 27, 2016 at a rate of \$10.50/hour; Michael McFadden and Cameron McAllister, effective June 21, 2016 at a rate of \$10.50/hour; Dominic DeLong, effective June 14, 2016 at a rate of \$10.50/hour, subject to adequate budget appropriations

ITEMS REGARDING FAIR

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

Approve hire of Patrick “Jerry” Doyle, as temporary Fair Maintenance Manager, effective June 20, 2016 through September 30, 2016 at a rate of \$1,200 a month for a total of \$3,600, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve request to advertise and hire for a 0.70 FTE, Grade 10, Behavioral Health Program Assistant position *(It was noted that this position will be grant funded for coordination of court programs)*

ITEMS REGARDING GENERAL BUSINESS

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

Approve Separation Agreement with Local 367 pertaining to Thomas Browning, subject to approval by the Prosecutor’s Office

Approve the appointment of Tim Crose, as Community Development Director, effective August 1, 2016 and authorize County Administrative Officer to negotiate Special Employment Agreement for Board’s approval

Approve Vendor Claims, Warrants Numbered 132496 thru 132898 in the amount of \$235,767.06, subject to adequate budget appropriations

RECESS – 9:47AM

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PUBLIC HEARING – 10:01AM

ATTENDANCE: Chairman Wolfe, Commissioner Ayers, Commissioner Rogers,
County Administrative Officer Kathy Spoor **OTHERS:** Mike Swanson

Chairman Wolfe opened the public hearing to consider approval of Assembly Permit Application as submitted by Mike Swanson for the Finnish-American Folk Festival. No one was sworn in.

Chairman Wolfe closed the public hearing.

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

Approve Assembly Permit Application as submitted by Mike Swanson for the Finnish-American Folk Festival to be held July 29-31,2016, in accordance with Assembly Ordinance No. 35B

MEETING CONTINUED

Chairman Wolfe continued the meeting to June 20, 2016 at 11:00AM or as soon thereafter as possible for award of the Guardrail Project and any other business that may come before the Board.

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

OTHER BUSINESS FOR FILING

Notice of Special Occasion Liquor License from the WA State Liquor and Cannabis Board for the Lewis-Pacific Swiss Society event to held on July 1-3, 2016.

Letter from U.S. Department of Homeland Security/FEMA pertaining to their approval of the Pacific County Hazard Mitigation Plan.

Letter from Tokeland-North Cove Chamber of Commerce⁴ regarding their Independence Day Parade to be held on July 2, 2016.

Email dated June 6, 2016 from Suzanne Staples regarding recent dune fire.

Notice of license expiration from the WA State Liquor and Cannabis Board for marijuana producer tier 3, Evergreen Production.

Notice of liquor license expiration from the WA State Liquor and Cannabis Board for Serious Foods and Loyal Order of Moose #2362.

Email/letter dated June 9, 2016 from Bonnie Lou Cozby regarding proposed fireworks step-down plan by the Not a Ban-A Better Plan Committee.

Letter received from Olympic Region Clean Air Agency regarding their assessment in accordance with RCW 70.94, dated June 9, 2016.

Email received from Norm Penttila dated June 13, 2016 regarding Alanen Road.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #52

PROCEEDINGS
Continued Meeting

11:00 AM
Monday, June 20, 2016

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 11:07 AM

ATTENDANCE

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Mike Collins, Public Works Director/County Engineer
Eric Weston, Deputy Civil Prosecutor

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Maintenance and Operation Contract with the Chinook Indian Nation for the Bush Pioneer County Park host, effective May 1, 2016 through November 30, 2016, subject to adequate budget appropriations

Approve award of the 2016 Safety Guardrail Project to Frank Gurney, Inc., of Spokane Valley in the amount of \$551,326, including sales tax, subject to adequate budget appropriations (*Other bids received from Coral Construction Company of Wilsonville, OR in the amount of \$676,676 including sales tax; from Dirt and Aggregate Interchange of Fairview, OR in the amount of \$648,884 including sales tax; from Columbia River Contractors, Inc. in the amount of \$585,830 and from Petersen Brother, Inc., of Sumner, WA in the amount of \$861,724.68 including sales tax*)

EXECUTIVE SESSION - Not needed

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

Email received from Michael Parker regarding flagrant foredune excavation south of Oysterville approach dated June 15, 2016

**COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS**

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, June 28, 2016, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

132599 thru 132703 \$ 124,072.15

Warrants Dated: June 17, 2016

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JUN 17 2016

GENERAL ADMINISTRATION
BOARD OF COUNTY COMMISSIONERS



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

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

REQUESTED MEETING DATE:

6/28/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 7

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

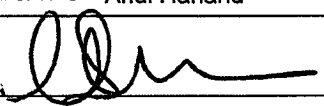
☐ Legal Required

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): Facilities
OFFICIAL NAME & TITLE: Andi Harland	PHONE / EXT: 2274
SIGNATURE: 	DATE: 6/15/16
NARRATIVE OF REQUEST Request approval to purchase blinds for the WSU Extension office. 3 bids were reviewed and it was determined that Budget Blinds had the best product at the most competitive price that matched existing blinds in adjoining offices. The total amount including tax and installation is \$684.75.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to purchase blinds for WSU Extension Office from Budget Blinds in the amount of \$684.75; subject to adequate budget appropriations	



a style for every point of view™

Budget Blinds of Longview

PO Box 154

Woodland, WA 98674

Phone: 360-577-6517

Fax: 360-225-8138

E-mail: drmcleskey@budgetblinds.com

Quote

Quote: MN016191314153

Created: 06/01/2016

Sales Rep: Monica Nichols

Bill To Address

Dept. of Public Ph1:
Works South Ph2:
Bend
1216 W. Robert
Bush Dr.
South Bend,
WA 98586

E-mail: tgruginski@co.pacific.wa.us

Ship to Address

Dept. of Public Works South Bend
1216 W. Robert Bush Dr.
South Bend, WA 98586

Sidemark	Terms:	Tax Amount	Tax Rate
Dept of SBPW	50% deposit - Balance on Install	49.55	0.078

Line	Qty.	Room	Description	Unit	Total
1	2	Office	Celebrity 1", Standard Lift, Office, Antique White (973), Inside (IB), Tilt Left/Lift Right	\$223.00	\$446.00
2	1	Office	Celebrity 1", Standard Lift, Office, Antique White (973), Inside (IB), Tilt Left/Lift Right	\$223.00	\$223.00

Subtotal: \$669.00
Discount: 20% (\$133.80)
\$535.20

Tax: \$49.55
Measure Charge: \$0.00
Shipping: \$15.00
Installation: \$85.00
Total: \$684.75
Payments: \$0.00
Balance: \$684.75

Comments

Thank you for the opportunity to present you with this quote. If you have any questions concerning your quotation, please feel free to

Budget Blinds out from woodland, WA
for WSU Extension office.

7yr warranty pull cord
life time warranty on Blinds
Same blinds as DCD

684.75 included tax, Installation

DIY Projects & Ideas


Credit Services

Pro Xtra


Store Finder


Order Status

Local Ad


 What can we help you find?

What can we help you find?

 Your Store
Federal Way

 Sign in
or Register


Videos



Internet # 205904486

CHANGE SIZE BELOW TO SEE YOUR PRICE

E W ↔ 72 ▾ 0/0 ▾


\$55.00


H ↓ 45 ▾ 0/0 ▾


[Click here to see details for this product.](#)

20% OFF CUSTOM BALI BLINDS AND SHADES - USE 20BALISALE AT CHECKOUT. SALE ENDS 6/15. 25% OFF BALI ELEGANT EXPRESSIONS (IN STORE ONLY).

Get the classic look for less with these 1" Essentials Premium Vinyl Blinds from Bali. [Read More.](#)

 [Guaranteed to Fit!](#)
 Normally made in 14 business days

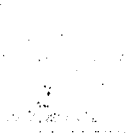
 Shipping to store FREE

 Shipping to home FREE
COLOR
COLORS

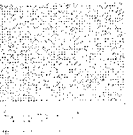
Order Sample



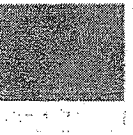
Order Sample



Order Sample



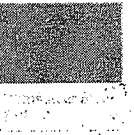
Order Sample



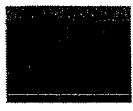
Order Sample



Order Sample



Order Sample



Order Sample



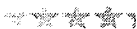
Order Sample

[View our Color Accuracy Policy.](#)

CUSTOMER REVIEWS

4.3

5	(41)
4	(10)
3	(5)
2	(2)
1	(4)



62 reviews

Quality

4.1

<https://blinds.homedepot.com/p/bali-1-in-premium-vinyl-blind/205904486>

Installation around 150.00

Customer Images



Page 1 of 1



Budget Blinds East
14301 SW Benchview Terrace
Tigard, OR 97224-1594
503-590-4333 (Phone)
503-524-6469 (Fax)

Estimate

Date	Estimate #
5/26/2016	15262016

Name / Address
County of Pacific Department of Public Works Box 66 South Bend, Wa. 98586

Ship To

If we Installation

Rep
Jodie

Item	Description	Qty	Cost	Total
MB	1" Mini Blinds 71 x 45	2	140.00	280.00
MB	1" Mini Blinds 70 x 45	1	140.00	140.00
Price Reflects Contractors Discount			Total	\$420.00

Signature _____



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:

JUNE 14, 2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED

☐ DENIED

Agenda Item#: 8

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: DEPT OF PUBLIC WORKS

DIVISION (if applicable): PARKS

OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER

PHONE / EXT: EXT 2288

SIGNATURE: 

DATE: MAY 24, 2016

NARRATIVE OF REQUEST

Parks Dept requests Board approval and signature for Special Event Application from The Bay Center Association for the use of Bush Pioneer Park July 9, 2016 for "Bay Center Days".

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

Approve the Special Event Application from the Bay Center Association for the use of Bush Pioneer County Park on July 9, 2016 for Bay Center Days; authorize Chair to sign

Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: BAY CENTER DAYS
2. Description of event: ARTS & CRAFT FAIR, DISPLAYS,
"OLDIE" CUSTOM CAR SHOW, WITH FOOD &
MISC. ENTERTAINMENT BOOTHS
3. Location of event: BUSH PIONEER PARK, BAY CENTER
4. Dates of event: JULY 9, 2016 Hours of operation: 11am to 4pm
5. Has the event been held previously? YES Dates: 2013, 2014, 2015
6. Estimated attendance: 150-200
7. Name and address of Event Representative: ED WHITFORD
243 BAY CENTER ROAD, SOUTH BEND 98586
- Cell Phone Number: 503-287-4930 Office Number: 360-875-5065
8. Emergency contact name and phone number: RHETA EDWARDS

360-875-0150

RECEIVED
PACIFIC COUNTY

Pacific County is an Equal Opportunity Employer and Provider

MAY 23 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		X		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?	X			If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?	X			If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?	X			If yes, please attach a copy.
Will there be food served?	X			If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?	X			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?	X			A copy of the Certificate of Insurance must be attached or the application will not be considered.

WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Edward B. Whitford 5/23/2016
Signature of Applicant/Representative Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: Ed Whitford Contact #: 503-287-4293

Name: Al Edwards Contact #: 520-247-0040

Name: Jim Martindale Contact #: 253-380-1395

Name: _____ Contact #: _____

MISCELLANEOUS ANSWERS TO THE "YES" ANSWERED
QUESTIONS ON THE APPLICATION FOR
"BAY CENTER DAYS"
FROM THE BAY CENTER ASSOCIATION FOR THEIR
EVENT AT BUSH PIONEER PARK, JULY 9th

TRAFFIC CONTROL

We plan to have at least 3 individuals (2 at the Park and 1 at the Bridge to direct traffic for the "Oldie's Car Show" and other Events) for Parking and to answer questions.

OFF STREET PARKING

There will be Parking at the Old BC Store, the BC Methodist Church and various other open areas thruout Bay Center Proper and at the bottom of the Hill (around the Dock of the Bay location). The "Traffic Control" people will direct cars as needed.

FOOD HANDLERS PERMIT

Food will be cooked and served by the Chinook Indian Tribe and The Dock of the Bay Restaurant. They will submit all the necessary documents needed

GARBAGE DISPOSAL PLAN

There will be a number of large garbage cans added to the existing Park cans (by the Association). This will include a at least 3 garbage cans for can recycling. They will be removed before nightfall from the Park and disposed of at numerous individuals homes

(4th ANNUAL!!!)

BAY CENTER DAYS

DATE: July 9th, 2016

WHERE: BUSH PIONEER PARK – BAY CENTER, WA

TIME: 11:00AM – 4:00PM

FOOD SERVED FROM 11:00AM – 3:30PM

(ALL FOOD COST ARE BY "DONATION")

**SALMON CHOWDER-FRY BREAD-PULLED PORK SANDWICHES-CHIPS-
HOTDOGS-PUNCH OR BOTTLED WATER-COOKIES-NACHOS**

*******ENTERTAINMENT*******

*** "OLDIE" CUSTOM CARS ON DISPLAY**

*** TIE-DYE YOUR "BAY CENTER DAYS" T-SHIRT!!!**

*** NASCAR RACES FOR KIDS**

*** OYSTER SHUCKING CONTEST**

*** THE ANNUAL PALIX RIVER BOAT RACE STARTS AT APPROX. 9 am**

***VENDOR BOOTHS AVAILABLE @ \$12.00 FOR 10X10 SPACE. SPACE IS
LIMITED, CALL 360-875-0150 ASAP TO RESERVE A SPACE.**

-VENDORS TO SUPPLY THEIR YOUR OWN TABLES/TENTS/CHAIRS-

***MANY RAFFLE ITEMS: CUSTOM KNIFE, GIFT BASKETS, PAINTINGS, GIFT
CERTIFICATES, AND MANY HAND CRAFTED ARTS & CRAFT ITEMS**

***CONTACT RHETA EDWARDS (360-875-0150 FOR INFORMATION**

SPONSORED BY THE BAY CENTER ASSOCIATION



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

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

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 9

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

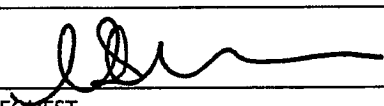
☐ Juvenile

☐ 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: DPW	DIVISION (if applicable): Parks/Fair/CH&G
OFFICIAL NAME & TITLE: Andree Harland	PHONE / EXT: 2274
SIGNATURE: 	DATE: 6-17-2016
NARRATIVE OF REQUEST	
Request approval to hire the following summer temporary labor at \$10.00 for the General Fund Parks/Fair/CH&G: Jack Graves (CH&G only) Kinsey Collins Hailee Smith Emily Seaman Madeline Maden Brian Smith Caeleb Fetters	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to temporary hire of Jack Graves effective 6/20/2016; Kinsey Collins and Madeline Maden effective 8/1/2016; Hailee Smith effective 7/5/2016; Emily Seaman and Caeleb Fetters effective 7/18/2016; Brian Smith effective 7/11/2016 all at \$10.00 per hour; 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:

6/28/2016

AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 10

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: DPW

DIVISION (if applicable): Facilities

OFFICIAL NAME & TITLE: Andree Harland

PHONE / EXT: 2274

SIGNATURE: _____

DATE: 6/20/16

NARRATIVE OF REQUEST

Request approval to award Baker & Son Construction the contract for the Health Department tenant improvement. The total contract price including tax is \$10,348.80.

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

Accept quote from Baker & Son for the remodel of South County Health & Human Services office in the amount of \$10,348.80; subject to adequate budget appropriations

Proposal



BAKER & SON
CONSTRUCTION

1095

P.O. Box 538
Seaview, WA 98644
(360) 642-8071
Cell: (503) 791-1927

PROPOSAL SUBMITTED TO <i>Pacific County Health Dept.</i>		PHONE <i>642 9334</i>	DATE <i>4/11/16</i>
STREET <i>Long Beach office.</i>		JOB NAME	
CITY, STATE and ZIP CODE <i>7013 Sandridge Rd.</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows:

dollars (\$ _____).

11:00 am Tuesday 4/21/16

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

We hereby submit specifications and estimates for:

- <Existing storage room> - Demo storage room walls and floor.
Re-use door.
- <New executive office> - Construct 12' wall as per drawing.
Demo wall and frame a new R.O. for entry door.
Install door from old storage area.
- <New office> - Close off window opening. Demo wall
new office area. Frame new R.O. for 3'x4' single hung
window. White vinyl.
- <Counter top> - Remove 18"x5' countertop and
install in new office

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Proposal

2



BAKER & SON
CONSTRUCTION

1096

P.O. Box 538
Seaview, WA 98644
(360) 642-8071
Cell: (503) 791-1927

PROPOSAL SUBMITTED TO <i>Pacific County Health Dept.</i>		PHONE	DATE
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

We hereby submit specifications and estimates for:

<Desk> Remove desk and cut down relocate to new office.

<Wiring> See attached Ford Electric estimate sheet

<Drywall> Install new drywall on 12' wall.
Patch other areas as needed. Texture to match existing as close as possible.

<Painting> Paint 12' wall touch up paint other areas as needed.

<Flooring> Install new flooring executive office.
Health Dept will supply 4'x4' carpet squares to match.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

3

Proposal



BAKER & SON
CONSTRUCTION

1097

P.O. Box 538
Seaview, WA 98644
(360) 642-8071
Cell: (503) 791-1927

PROPOSAL SUBMITTED TO <i>Pacific County Health Dept.</i>		PHONE	DATE <i>4/11/16</i>
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

In full upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Mary Baker

Note: This proposal may be
withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

Final clean up and rubbish disposal.

labor + materials 5400 -
Sales tax 663.60
9063.60

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Proposal



BAKER & SON
CONSTRUCTION

1157

P.O. Box 538
Seaview, WA 98644
(360) 642-8071
Cell: (503) 791-1927

PROPOSAL SUBMITTED TO <i>Pacific Co. Health Dept.</i>	PHONE <i>642 9334</i>	DATE <i>6/21/16</i>
STREET <i>Long Beach office</i>	JOB NAME <i>Health Dept Office</i>	
CITY, STATE and ZIP CODE <i>7013 Sandridge Rd.</i>	JOB LOCATION <i>Remodel</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE
	<i>Long Beach</i>	

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows:

dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

We hereby submit specifications and estimates for:

Additional work: change order

- 1) Construct wall using 2x6 rather than 2x4
insulate with R-21 Batt Insulation -*
- 2) Alterations to existing dropped ceiling
in new executive office area,*

1190 -
Sales tax 95.20

1285.20

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

**FORD ELECTRIC
TIME and MATERIAL ESTIMATE SHEET**

DATE : 3/30/2018

JOB NAME : BAKER & SON - PAC CO HEALTH DEP

BILLING PARTY NAME : BAKER & SON CONSTRUCTION

BILLING ADDRESS : PO BOX 538

SEAVIEW WA, 98644

JOB SITE ADDRESS : 7013 SANDRIDGE RD

LONG BEACH WA 98631

JOB DISCRPTION : INSTALL MISC ELECTRICAL FOR OFFICE
SPACE REMODEL

QTY	UNITS	DESCRIPTION
1	per foot	PERMIT
2		T-8 4-TUBE TROFFER FIXTURES
14		4/8 METAL BOX
14		1-GANG MUDRING
4		OUTLET
4		OUTLET PLATE
25	per foot	MC CONDUIT
150	per foot	MC 12-2 CABLE
6		4/8 BLANK COVER
1		1-GANG BLANK PLATE
1		SWITCH
1		SWITCH PLATE
4		QUICK-PORT CAT-5 CONNECTOR
4		QUICK-PORT CAT-5 WALL PLATE
200	per foot	CAT-5 DATA CABLE
		MISC. PARTS - SCREWS, TAPE, WIRE NUTS, ETC..
12		LABOR

C&N Guzman L.L.C.
P.O.Box 109
Long Beach, WA. 98631

Number

E109

Date

3/23/2016

Bill To

County building
7013 Sandridge rd
Long Beach, WA, 98631

Terms:

net

Project

office remodel

Description	Tax1	Amount
We will demo 2 walls and add 1 wall, 12' long. We will add 3 plugs in existing office and 3 plugs in new office. We will move 1 light and add a light to new office. we will move door from storage room to new office.		
We will move outside shelf and inside shelf desk to new window space. We will cut down inside shelf desk per instruction. We will add new 4' by 5' single hung window above shelf desk. We will repair suspended ceiling and carpet under old walls.	✓	\$3,980.00
electrical at cost. We estimate 800 but will charge at cost only	✓	\$800.00

Amount Paid

\$0.00

Amount Due

\$5,157.62

Approved _____

Date _____

Sub Total

\$4,780.00

Sales Tax 7.90% on \$4,780.0

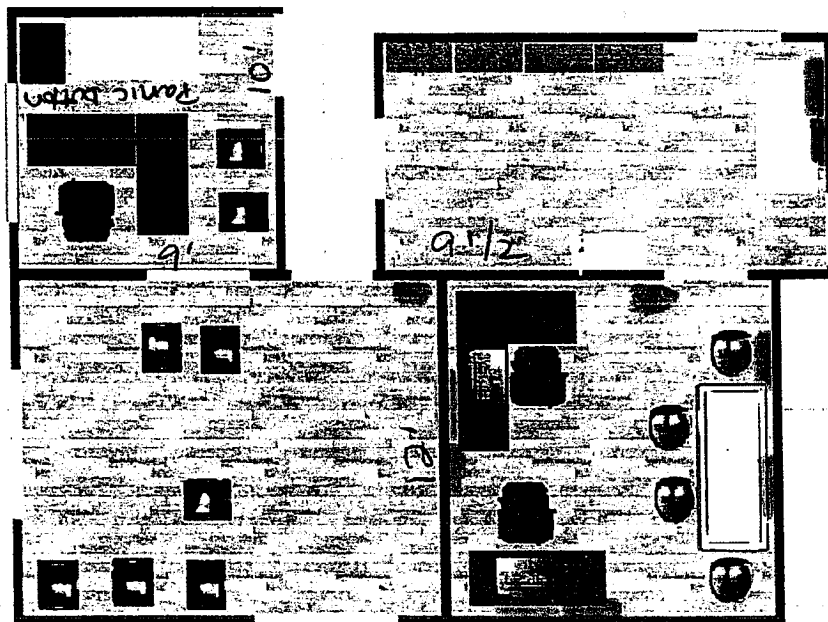
\$377.62

Total

\$5,157.62

1ST FLOOR

plugs
internet
light switch



entrance

ESTIMATE

JBK BUILDERS

JBKBUB*866RL

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

Date: April 29,2016

FOR: Pacific County Dept. Public Works
(Long Beach Health Dept Remodel)

BILL TO: Pacific County D.P.W
C/O Mike Collins , Andi Harland

	AMOUNT
Remodel Permit	\$ 676.20
Electrical	\$ 4,800.00
Demo &Framing Labor	
removal of walls ,customer window , desk and door , Frame new wall customer window	
install door and desk area, mask construction area off	\$ 6,790.00
Drywall	\$ 2,875.00
Painting	\$ 1,680.00
Ceiling tile Material and Install	\$ 3,640.00
Floor carpet repair	\$ 800.00
Materials	\$ 2,468.00
Debris clean up and disposal	\$ 325.00
H.vac heating adjustment allowance	\$ 925.00
Does not include possible sprinkler head removal or adjustment	
Authorized Signature:	SUBTOTAL \$ 24,979.20
	TAX RATE 8.00%
By signing this proposal client agrees to all terms and costs	SALES TAX 1,998.34
Make all checks payable to JBK Builders .	OTHER -
Payment is due upon receipt.	TOTAL \$ 26,977.54
THANK YOU FOR YOUR BUSINESS!	



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:

06/28/16

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: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Accept contract/performance bond from Naselle Rock & Asphalt Co., Inc. for the Sandridge Road Resurfacing Project and release bid bonds.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept contract/performance bond from Naselle Rock & Asphalt Co., Inc. for the Sandridge Road Resurfacing Project MP 8.30 to MP10.52 and release bid bonds	

Revised 2/2015
Exhibit A to Resolution No. 2010-013



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:

6/28/16

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Risk Mgmt

☐ Legal Required

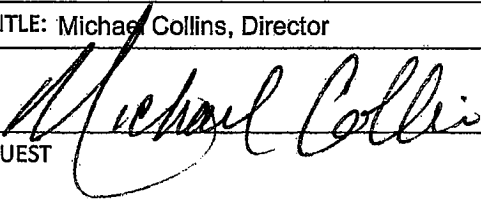
☐ OTHER: _____

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: Dept of Public Works	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Michael Collins, Director	PHONE / EXT: 2270
SIGNATURE: 	DATE: 6-21-16
NARRATIVE OF REQUEST Award the 41st Culvert replacement to Lindstrom & Son Construction. Bids for this project are as listed: Jubilee Construction of Naselle, WA \$32,998.00; Custom Excavating by Dean Larson of Warrenton, OR \$32,422.00; Lindstrom & Son Construction of Chinook, WA \$23,873.00; Lodestone Quarry, Inc of Bay Center, WA \$24,800.00. All bids listed are base bids that do not reflect sales tax.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Award the 41st Culvert replacement to Lindstrom & Son Construction of Chinook in the amount of \$23,873.00; subject to adequate budget appropriations	

41st Street CULVERT REPLACEMENT bid opening 6-21-16				
BIDDER NAME, ADDRESS AND TELEPHONE NUMBER	Base Bid Amount	Sales Tax	Total	
Jubilee Construction PO Box 8 Naselle, WA 98638	\$ 32,998.00	\$ 2,639.84	\$ 35,637.84	
Custom Excavating By Dean Larson 2060 SE Airport Lane Warrenton, OR 97146	\$ 32,422.00	\$ 25.94	\$ 32,447.94	Extension Error: Sales Tax \$32,422.00 x 8%=\$2593.76 \$2593.76 + \$32,422.00 = 35,2015.76
Lindstrom & Son Const. PO Box 288 WA 98614 Chinook,	\$ 23,873.00	\$ 1,885.97	\$ 25,758.97	Extension Error: Sales Tax \$23,873.00 x 8% = \$1909.84 \$25,873 + \$1909.84 = \$25,782.84
Lodestone Quarry Inc PO Box 308 Bay Center, WA 98527	\$ 24,800.00	\$ 1,984.00	\$ 26,784.00	



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:

6/28/2016

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

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ 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: DCD

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Tim Crose Planning Director

PHONE / EXT: 2655

SIGNATURE: *Tim Crose*

DATE: 6-22-16

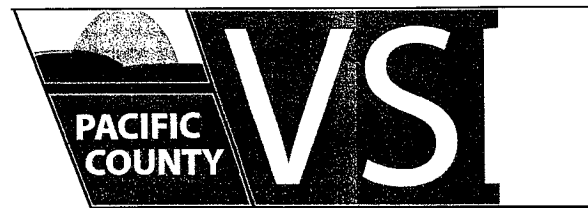
NARRATIVE OF REQUEST

Consider revisions to the "work group appointment list" for the Voluntary Stewardship Program.

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

Approve request to revise the Voluntary Stewardship Program work group appointment list

WorkGroup Membership Declarations and Distribution Contacts



Website: <http://www.co.pacific.wa.us/dcd/VSP.htm>
Email: vsp@co.pacific.wa.us

Declaration sheets signed June 16, 2016:

Name	Affiliation	Email	Phone	Address
Joe Arndt	Ocean Spray Cranberry Grower/Owner; Grayland Cranberry Grower Advisory Board President	arndtberry@comcast.net	360.267.6513	P.O. Box 633 Grayland, WA 98547
Hugh Barrett	Society for Range Management and CSR Nat'l Resources Consulting	hughbarrettcsr@hotmail.com	360.609.7249	9801 Elm Lane Long Beach, WA 98631
Warren Cowell	WGHOGA Shellfish Farmer	tblom@wwest.net	360.751.2034	P.O. Box 43 Ocean Park, WA 98640
Kevin Hatton	Grayland Cranberry	hattonbrothers@yahoo.com	360.267.0188	2406 Evergreen Park Road, Grayland, WA 98547
Kelly McClain	WSDA	kmclain@agr.wa.gov	360.359.8091	P.O. Box 42560 Olympia, WA 98504- 2560
Kim Patten	WSU	pattenk.wsu@gmail.com	360.642.2031 360.355.7864	2907 Pioneer Road Long Beach, WA 98631
Andy Portmann	Dairy	portmann dairy@reachone.com	360.581.7881	2012 SR 6 Raymond, WA 98577
Marcus Reaves	WDFW	Marcus.reaves@dfw.wa.gov	360.999.6658	48 Devonshire Road Montesano, WA 98563
Jim Rose	Rose Ranch	jrose@willapabay.org jrose338@gmail.com	360.942.8670	6849 US Hwy 101 South Bend, WA 98586
Brian Sheldon	WGHOGA Shellfish Farmer	brian@northernoysterco.com	360.665.2804	P.O. Box 1039 Ocean Park, WA 98640
Nick Somero	Pacific Co Resident	sci@willapabay.org	360.942.3306	15 Streets Road Raymond, WA 98577
Jessika Tantisook	Starvation Alley Cranberry Farms	jessika@starvationalley.com	615.426.2429	P.O. box 567 Long Beach, WA 98631



Name	Affiliation	Email	Phone	Address
Ken Wiegardt	WGHOGA Shellfish Farmer	Oysterman73@hotmail.com	360.244.3099	P.O. Box 1356 Ocean Park, WA 98640

Declarations independently communicated:

Name	Affiliation	Email	Phone	Address
Key McMurry	Key Environmental Solutions, LLC	key@keyenvironmentalsolutions.com	(360) 942-3184	550 Mill Creek Road Raymond, WA 98577
Stan Smith		holcombwa@yahoo.com		

For inclusion onto mail/notices/distribution:

Name	Affiliation	Email	Phone	Address
Dave Bellamy	Ag Scientist Ocean Spray Coop	dbellamy@oceanspray.com	360.648.2565 and 360.591.9147	Ocean Spray 1480 WA 105 Aberdeen, WA 98520
Kara Cardinal	The Nature Conservancy	kara.cardinal@tnc.org		
Brian Cochrane	WA State Conservation Commission	bcochrane@scc.wa.gov		
Garrett Dalan	The Nature Conservancy	garrett.dalan@TNC.ORG		
Eric Johnson	WA Assoc of Counties	ejohnson@wsac.org	(360) 489-3013 and (360) 481-2241	
Zach Meyer	Department of Ecology VSP contact	zmey461@ecy.wa.gov		
Evan Sheffels	WA Farm Bureau	esheffels@wsfb.com	(360) 528-2908 and (360) 528-2908	
Ron Schultz	WA State Conservation Commission	RShultz@scc.wa.gov		
Kurt Schlimme	Forterra	kschlimme@forterra.org	206-905-6954	



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:

6-28-2015

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

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Clerk

DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Virginia Leach, County Clerk

PHONE / EXT: 2222

SIGNATURE: _____

DATE: 6-20-2015

NARRATIVE OF REQUEST

Requesting ability to sign annual maintenance agreement for Superior Court jury system. Also, approval for Superior Court to pay the annual billing of \$1,625.00.

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

Approve the Software Maintenance Agreement Renewal with Jury Management System; authorize Clerk to sign

Name of Contractor: Jury Systems Inc.

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

Indicate type:

☐ Intergovernmental/Interagency

☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement

☐ Interoffice/Interdepartmental

☐ State Contract

Contractor Type (check all that apply):

☒ For-Profit

☐ Private Organization/Individual

☐ Non-Profit

☐ Public Organization/Jurisdiction

☐ State

☐ Sub-Recipient

☐ Federal

☐ Other

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

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

Public Works Project (RCW 39.04): ☐ Limited PW Process (<\$35,000)

☐ Limited PW Process (<\$40,000)

☐ Small PW Process (<\$300,000)

☐ PW Project (>\$300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < \$5,000 (attach 3 bids)

☐ \$5,000-\$25,000 (use small works roster)

☐ >\$25,000 (competitive bids)

Services / Leases: ☐ Architectural & Engineering

☐ Personal Services

☐ Lease (Personal Property i.e. copier, printer)

☐ Lease (Real

☐ Telecomm & Data Processing

☒ Other (Describe):

To be located at:

Software Maintenance

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds

☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase*

☐ Special Facilities/Market Conditions

*Resolution Required

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

Please attach the following:

- Copy of Intergovernmental Agreement with other agency

- Confirmation that vendor agrees to participation

- Documentation that contract was awarded in compliance with bidding law

- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP

☐ RFQ

☐ Franchise

☐ Annexation

☐ Ordinance

☐ Resolution

☐ Appeal

☐ Inventory Acquisition/Disposal

☐ Tort Claim

☐ Call for Bids

☐ Open Space/Timber Classification

☐ Post, Advertise, Fill Position (New Employee Form Required)

☐ Other (please describe):

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

TOTAL COST/AMOUNT (include sales & use tax): \$1,625.00

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☒ Yes ☐ No

Will supplemental be required? ☐ Yes ☒ No

IN-KIND MATCH REQUIRED? ☐ Yes ☒ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☒ No

AMOUNT OF MATCHING FUNDS:

Invoice

Invoice #: 00006936

Federal Tax ID: 95-4617347



JURY SYSTEMS
INCORPORATED

Bill To:

Ms. Virginia Leach
Clerk
Pacific County
P.O. Box 67
South Bend, WA 98586

Date: 4/18/16

Page: 1

Terms: Net 43

Your Order #:

Description

Amount

Taxable

JURY+ Annual Maintenance renewal for the period of 6/1/16 - 5/31/17
Premium Maintenance
+2 Service

\$1,225.00
\$400.00

FILED

2016 APR 25 PM 1:43

VIRGINIA LEACH CLERK
PACIFIC CO. WA

BY _____ DEPUTY

Sub Total

\$1,625.00

This Invoice is due and payable per the terms stated above. Please make checks payable to:
Jury Systems Incorporated. Send your payment, marked "Attention Accounts Receivable",
to the address shown below. Thank you.

We appreciate your business.

Sub Total: \$1,625.00

Shipping: \$0.00

Sales Tax: \$0.00

TOTAL DUE \$1,625.00



JURY SYSTEMS
INCORPORATED

**JURY+ Jury Management System
Software Maintenance Agreement Renewal
Terms and Conditions**

04/18/16

Page 1

This agreement is made between Jury Systems Incorporated ("JSI") and Pacific County ("Customer") for the renewal of the Software Maintenance Agreement entered into on the 22nd of December, 2009 regarding the following Programs (as "Programs" is defined in said Software Maintenance Agreement.

JURY+ Next Generation

The terms and conditions of that existing Software Maintenance Agreement is incorporated as part of this Agreement as if fully set forth herein.

The renewed maintenance period begins immediately upon expiration of the existing Software Maintenance Agreement. If the existing Software Maintenance Agreement expires of its own terms prior to execution of this renewal, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay maintenance fees for all periods during which maintenance was not in effect, on a cumulative basis, together with interest thereon compounded annually at the rate of ten percent (10%) per annum commencing with the expiration or termination of the last paid maintenance period. Upon renewal of the Software Maintenance Agreement, duration of maintenance shall be retroactive to the date of expiration of the previous Software Maintenance Agreement.

The annual maintenance fees for JURY+ for the period of 6/1/16 – 5/31/17 are as follows:

Premium Plan	\$ 1,225
+1 Plan	\$ 0
+2 Plan	\$ 400
+3 Plan	\$ 0
Total	\$ 1,625

Limitation of Warranty

JSI AGREES THAT ALL SERVICES COVERED BY THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH GENERALLY ACCEPTED DATA PROCESSING INDUSTRY STANDARDS. JSI MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT AS TO MERCHANTABILITY OR FITNESS OF SUCH ENHANCEMENTS NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AS TO SUCH ENHANCEMENTS, EXCEPT AS STATED IN THIS AGREEMENT. JSI MAKES NO REPRESENTATION OR WARRANTY AS TO THE MANNER OF PERFORMANCE OF INVESTIGATIVE OR CORRECTIVE SERVICES UNDER THIS AGREEMENT, NOR



JURY SYSTEMS
INCORPORATED

JURY+ Jury Management System
Software Maintenance Agreement Renewal
Terms and Conditions

04/18/16

Page 2

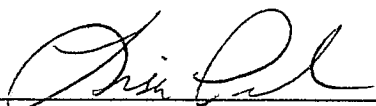
ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, EXCEPT AS STATED IN THIS AGREEMENT. JSI ASSUMES NO LIABILITY OR OBLIGATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OF USE, REVENUE, PROFIT OR CONSEQUENTIAL DAMAGES.

Attachments

Attached hereto and made a part hereto: n/a

IN WITNESS WHEREOF, JSI's and the Customer's authorized representatives execute this Agreement as follows:

JSI
Jury Systems Incorporated
Simi Valley, California

By 
Lisa Perl
VP of Finance & Operations

Date 4-19-16

Customer

By _____

Name Printed _____

Title _____

Date _____



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

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

REQUESTED MEETING DATE:

6/28/2016

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: _____

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

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P. Goelz, Director

PHONE / EXT: 2644

SIGNATURE: _____

DATE: 6/20/16

NARRATIVE OF REQUEST

Request the Board approve the attached Pacific County Public Health and Human Service Department's sliding fee schedule for 2016, included in the fee schedule is the updated 2016 Federal Poverty guidelines.

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

Adopt Resolution 2016-____ in the matter of setting fees for services

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO.2016 - _____

A RESOLUTION IN THE MATTER OF SETTING FEES FOR SERVICES PERFORMED BY THE PACIFIC COUNTY PUBLIC HEALTH AND HUMAN SERVICES DEPARTMENT AND RESCINDING RESOLUTION NO. 2015-016 AND ANY AMENDMENTS THERETO

WHEREAS, in the matter of providing services to the public and other municipal entities, the Board of Pacific County Commissioners and the Local Board of Health have reviewed State Statutes and County Ordinances, Resolutions, Rules, Regulations, Policies and Procedures, and;

WHEREAS, resolutions were adopted and amended setting fees for the Public Health & Human Services Department; and

WHEREAS, the family planning program will begin using a long acting birth control method called Nexplanon and the fees need to be set for the purchase, insertion and removal of said birth control method; and

WHEREAS, the family planning program is supported by Title X funds and are required to use a sliding fee schedule based on the federal poverty guidelines and must be updated every year; and

WHEREAS, there are certain items on the fee schedule that the Department no longer provides and should be removed from the fee schedule to accurately reflect the services we do provide to the public; and

WHEREAS, the Director of Health & Human Services recommends that the Department (Public Health) have a schedule of fees other than what has been approved in the past;

NOW THEREFORE, IT IS HEREBY RESOLVED that the 2016 Pacific County Health and Human Services Department Fee and Discount Schedule (Exhibit A) is hereby adopted; and,

BE IT STILL FURTHER RESOLVED that Resolution No. 2015-016 and any amendments thereto is hereby be rescinded.

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

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairman

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Steve Rogers, Commissioner

PACIFIC COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

EXHIBIT A

FEE AND DISCOUNT SCHEDULE

Resolution 2016-_____

2016

			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
			100%	75%	50%	25%	0%
OFFICE VISIT							
New Patient	Brief	99201	0	17.50	35.00	52.50	70.00
Limited Exam	NEW	99202	0	30.00	60.00	90.00	120.00
	ESTABLISHED	99212	0	17.50	35.00	52.50	70.00
Intermediate Exam	NEW	99203	0	42.50	85.00	127.50	170.00
	ESTABLISHED	99213	0	28.75	57.50	86.25	115.00
Comprehensive*	NEW	99204	0	66.25	132.50	198.75	265.00
	ESTABLISHED	99214	0	43.75	87.50	131.25	175.00
RN Minimal Office Visit		99211	0	8.25	16.50	24.75	33.00
TAKE CHARGE-FP ONLY PATIENT VISITS- ARNP ONLY							
Comp Preventive	NEW	99384	0	45.00	90.00	135.00	180.00
Age 12-17 yrs	ESTABLISHED	99394	0	39.75	79.50	119.25	159.00
Comp Preventive-	NEW	99385	0	45.00	90.00	135.00	180.00
Age 18-39yrs	ESTABLISHED	99395	0	39.75	79.50	119.25	159.00
Comp Preventive-	NEW	99386	0	52.50	105.00	157.50	210.00
Age 40-64yrs	ESTABLISHED	99396	0	43.50	87.00	130.50	174.00
CONTRACEPTIVES**							
Birth Control Pills			0	2.25	4.50	6.75	9.00
Plan B			0	3.00	6.00	9.00	12.00
Ortho Evra Patch	Per Patch		0	3.50	7.00	10.50	14.00
Nuvaring	Per Ring		0	5.75	11.50	17.25	23.00
Dispensing Fee per Cycle	S9430		0	5.25	10.50	15.75	21.00
Condoms		Male	0	0.08	0.15	0.23	0.30
		Female	0	0.50	1.00	1.50	2.00
Depo-Provera			0	3.75	7.50	11.25	15.00
Injection Fee	90772		0	11.25	22.50	33.75	45.00
Hormone Implant	Nexplanon		0	91.00	182.00	273.00	364.00
IUD - Copper Device	Paraguard		0	84.25	168.50	252.75	337.00
IUD	Mirena		0	125.00	250.00	375.00	500.00
Diaphragm			0	10.50	21.00	31.50	42.00
Cervical Cap			0	25.50	51.00	76.50	102.00

* Includes Level 1 Infertility Education and Counseling

** All contraceptive methods available either on site, by prescription, or referral

FAMILY PLANNING PROCEDURES (in addition to office call)

Fitting of Diaphragm or Cap		0	26.50	53.00	79.50	106.00	
IUD Insertion	58300	0	29.50	59.00	88.50	118.00	
IUD Removal	58301	0	41.50	83.00	124.50	166.00	
Cryotherapy-Histofreeze	17110	0	5.00	10.00	15.00	20.00	
Venipuncture		0	5.00	10.00	15.00	20.00	
Hormone Implant		0	54.00	107.00	161.00	214.00	
Hormone Removal		0	62.00	125.00	187.00	249.00	
SPECIAL PROCEDURES (in addition to office call)							
TB Skin Test - No sliding fee						10.00	
TB Chest film		0	11.25	22.50	33.75	45.00	
Hearing Screen		0	1.25	2.50	3.75	5.00	
Vision Screen		0	1.25	2.50	3.75	5.00	
HIV Pre Test		0	5.00	10.00	15.00	20.00	
HIV Post Test		0	5.00	10.00	15.00	20.00	
Flouride Varnish		0	5.00	10.00	15.00	20.00	
Dental Limited Visual Assessment		0	3.75	7.50	11.25	15.00	
LAB (in addition to office call)							
Hemoglobin		0	0.50	1.00	1.50	2.00	
UA Dipstick		0	1.25	2.50	3.75	5.00	
GC -	Safety Net Program	0	0.00	0.00	0.00	0.00	
GC	Other	0	8.25	16.50	24.75	33.00	
Chlamydia	Safety Net Program	0	0.00	0.00	0.00	0.00	
	Other	0	2.50	5.00	7.50	10.00	
Wet Mount		0	1.25	2.50	3.75	5.00	
HIV-Orasure	Acquisition Cost						
Pap		0	3.50	7.00	10.50	14.00	
Thin Prep Pap		0	4.75	9.50	14.25	19.00	
Pregnancy Test		0	1.50	3.00	4.50	6.00	
Herpes	Acquisition Cost						
VDRL	Acquisition Cost						

IMMUNIZATIONS (Adult & Non VFC eligible) NO Sliding Fee

Hep A		Acquistion Cost						per dose
Hep B		Acquistion Cost						per dose
Adult Tetnus		Acquistion Cost						
TDAP Adult		Acquistion Cost						
Gamma Globulin - based on cost		Acquistion Cost						
GARDASIL (19 and over)		Acquistion Cost						per dose
Flu		flat fee					30.00	
Pneumonia		Acquistion Cost						
Varicella - Series of 2 - over age 18		Acquistion Cost						per dose
Meningococcal		Acquistion Cost						per dose
ADULT MMR		Acquistion Cost						per dose
Children & Adult Vaccine Administration fee			0.00	5.90	11.80	17.70	23.60	
Medications (in addition to office call)								
TB:								
INH - 33 Tabs			0	1.25	2.50	3.75	5.00	
Ethambutol - 30 Tabs			0	8.75	17.50	26.25	35.00	
Rifampin - 60 Tabs			0	7.50	15.00	22.50	30.00	
PZA - 90 Tabs			0	21.25	42.50	63.75	85.00	
Vit B - 33 Tabs			0	1.25	2.50	3.75	5.00	

DISCOUNT CATEGORIES*			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
			100%	75%	50%	25%	0%
<u>FAMILY PLANNING/STD</u>							
Doxycycline		State Supplied	0				
Flagyl	Based on acquisition		0				
Zithromax		State Supplied	0				
<u>SPECIAL SERVICES</u>							
Prenatal Classes			0	11.25	22.50	33.75	45.00
AIDS Certification - No sliding fee							10.00
Other Health Education Classes - no sliding fee							40.00
Copy Records....			0-30 pages 83 cents per page				
			30 or more page 63 cents per page				
<u>VITAL STATISTICS</u>							
Birth Certificate - no sliding fee	(County \$10, State \$10)						20.00
Death Certificate - no sliding fee	First copy						20.00
	Each additional copy						20.00
Mailing and handling charges							3.00

NOTES

Sliding Fees based on gross income and size of family.

Title X Services/Supplies are in red

Effective:

PACIFIC COUNTY HEALTH DEPARTMENT
CONVERSION TABLE: CLIENT INCOME TO FEE/DISCOUNT CATEGORY
MAXIMUM GROSS INCOME LEVELS FOR ELIGIBILITY TO RECEIVE SUBSIDIZED SERVICES
EFFECTIVE , 2016

FAMILY SIZE	CATEGORY A 0-100% PL	CATEGORY B 101-150% PL	CATEGORY C 151-200% PL	CATEGORY D 201-250% PL	FULL FEE 251+% PL
1					
MONTHLY	990	1485	1486	1981	2476
YEARLY	11880	17820	17821	23761	29701
2					
MONTHLY	1,335	2,003	2,004	2,671	3,338
YEARLY	16,020	24,030	24,031	32,041	40,051
3					
MONTHLY	1,680	2,520	2,521	3,361	4,201
YEARLY	20,160	30,240	30,241	40,321	50,401
4					
MONTHLY	2,025	3,038	3,039	4,051	5,064
YEARLY	24,300	36,450	36,451	48,601	60,751
5					
MONTHLY	2,370	3,555	3,556	4,741	5,926
YEARLY	28,440	42,660	42,661	56,881	71,101
6					
MONTHLY	2,715	4,073	4,074	5,431	6,789
YEARLY	32,580	48,870	48,871	65,161	81,451
7					
MONTHLY	3,061	4,591	4,592	6,123	7,653
YEARLY	36,730	55,095	55,096	73,461	91,826
8					
MONTHLY	3,408	5,111	5,112	6,816	8,520
YEARLY	40,890	61,335	61,336	81,781	102,226
For each person above a family size of 8 people, add \$4160 annually, \$347 monthly					Updated 3-15-2016



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

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

REQUESTED MEETING DATE:

6/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____

Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ 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: Health

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary P. Goelz, Director

PHONE / EXT: 2644

SIGNATURE: 

DATE: 6/20/16

NARRATIVE OF REQUEST

Request the Board approve the request from [REDACTED], Community Health Educator, to take a temporary, voluntary leave of absence, beginning on July 5th and ending on August 2, 2016. She is requesting this time off as the majority of her position is provided during the school year. Her position is an 0.82 FTE and she works a 1.0 FTE during the school year. She will return to work on August 3rd. She will be paying for her vision/dental insurance. She participates in the VEBA program for medical benefits.

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

Approve the request from the Community Health Educator for temporary voluntary leave of absence effective July 5, 2016 until August 3, 2016 in accordance with 367C Collective Bargaining Agreement



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:

06/28/2016

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: _____

☐ 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: Pacific County Sheriff's Office

DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director

PHONE / EXT: 360-875-9338

SIGNATURE: 

DATE: 06/16/2016

NARRATIVE OF REQUEST

Request approval of SHSP Grant Contract E16-220 in the amount of \$11,215.00. Also request chair to sign the contract.

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

Approve the State Homeland Security Program Grant E16-220 with Washington State Military Department to support state and local efforts to prevent terrorism and other catastrophic events; authorize Chair to sign

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

1. Subrecipient Name and Address: Pacific County Emergency Management PO Box 27 South Bend, WA 98586-0101		2. Grant Agreement Amount: \$11,215		3. Grant Agreement Number: E16-220	
4. Subrecipient Contact, phone/email: Scott McDougall, (360) 875-9338 smcdougall@co.pacific.wa.us		5. Grant Agreement Start Date: 9/1/2015		6. Grant Agreement End Date: 3/31/2017	
7. Department Contact, phone/email: Matt Robbins, (253) 512-7472 matt.robbins@mil.wa.gov		8. Data Universal Numbering System (DUNS): 084604016		9. UBI # (state revenue): 354-000-662	
10. Funding Authority: Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2015-SS-00013-S01		12. Federal Award Date: 08/12/2015		13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.067 – HSGP (15SHSP)	
14. Total Federal Award Amount: \$13,512,908		15. Program Index # & OBJ/SUB-OBJ: 753SZ, 753SH, 753SB, 753SL, 753SC, 753SQ / NZ			16. TIN: 91-6001375
17. Service Districts: BY LEGISLATIVE DISTRICTS: 19 BY CONGRESSIONAL DISTRICTS: 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 checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the FFY 2015 Homeland Security Grant Program (15HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 15HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. 15HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 15HSGP Award, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of 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. The Subrecipient's preparedness activities (scope), timeline (schedule) and budget for the subaward are detailed in Exhibits C, D, and E. Highlighted information in Exhibit C, Work Plan/Approved Projects, denote project scope that needs further development. This will be completed through amendment of this Agreement and by the time specified in Exhibit D, Timeline.					
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/Approved Projects (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: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Approved Projects </div> <div style="width: 48%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. </div> </div>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> FOR THE DEPARTMENT: <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> Richard A. Woodruff, Contracts Officer Washington State Military Department BOILERPLATE APPROVED TO FORM: Brian E. Buchholz (signature on file 9/9/2015) Assistant Attorney General </div> <div style="width: 48%;"> FOR THE SUBRECIPIENT: <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> Frank Wolfe, Chair Pacific County Board of Commissioners APPROVED AS TO FORM (if applicable): Applicant's Legal Review _____ Date _____ </div> </div>					

Form 09/09/2015 mil

SPECIAL TERMS AND CONDITIONS**ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Scott McDougall	Name	Matt Robbins
Title	Deputy Director	Title	Program Coordinator
E-Mail	smcdougall@co.pacific.wa.us	E-Mail	matt.robbs@mil.wa.gov
Phone	(360) 875-9338	Phone	(253) 512-7472
Name	Stephanie Fritts	Name	Sierra Wardell
Title	Chief Deputy	Title	Section Supervisor
E-Mail	sfritts@co.pacific.wa.us	E-Mail	sierra.wardell@mil.wa.gov
Phone	(360) 875-9340	Phone	(253) 512-7121
Name		Name	Dalton Gamboa
Title		Title	Program Assistant
E-Mail		E-Mail	dalton.gamboa@mil.wa.gov
Phone		Phone	(253) 512-7044

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HSGP funds, including but not limited to those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement

and the informational documents published by DHS/FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

2. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.
- f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought.

Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

- g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.
- j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- k. A written amendment will be required if the Subrecipient expects cumulative transfers between solution areas and/or budget categories, as identified in the Budget (Exhibit E) and Work Plan/Approved Project (Exhibit C), to exceed 10% of the Grant Agreement Amount. Any adjustments to budget category totals not in compliance with this paragraph will not be reimbursed.
- l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

2. REPORTING REQUIREMENTS

- a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.
- b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252

(see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.

- c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

3. EQUIPMENT AND SUPPLY MANAGEMENT

- a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the 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 property.
 - iv. The Subrecipient 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 Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.
 - vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - vii. The Subrecipient 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 and sent to the Department.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

- ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or 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, the Subrecipient must comply with following procedures:
 - A. The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
 - B. The Subrecipient must dispose of equipment as follows:
 - i. 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 Subrecipient with no further obligation to the awarding agency.
 - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.
 - x. Records for equipment shall be retained by the Subrecipient for a period of six 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 Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's purchase guidelines. No reimbursement will be provided unless the appropriate approval has been received.
 - c. Allowable equipment and supply categories for 15HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/preparedness-non-disaster-grants>. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. Subrecipients are solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, Subrecipients must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

Subrecipients are solely responsible for ensuring equipment eligibility in accordance with the AEL.
 - d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.
 - e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

- f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.
- g. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

4. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. Subrecipients are required to comply with DHS/FEMA EHP Policy Guidance which can be found at <https://www.fema.gov/office-environmental-planning-and-historic-preservation>; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at <http://www.fema.gov/media-library/assets/documents/85376>; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at <https://www.fema.gov/media-library/assets/documents/101537>, all of which are incorporated in and made a part of this Agreement.

- a. Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received will not be reimbursed.

5. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.
- b. For all sole source contracts expected to exceed \$150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a

subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

6. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

7. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

8. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. The Subrecipient agrees that in order to receive FFY 2015 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2015 must be met.

B. HSGP SPECIFIC REQUIREMENTS

1. 15HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:
 - a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.
 - b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.
 - c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.
2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets and gaps identified during the assessment process.
3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.
5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.
6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.
 - a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.
7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at <https://hseep.preptoolkit.org/>.
8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including but not limited to the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY15 HSGP TERMS AND CONDITIONS

As a subrecipient of 15HSGP Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY15 HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2015-SS-00013-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>.

Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal

entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the

parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or

under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.26 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the

Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability. The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

WORK PLAN/APPROVED PROJECTS
2015 Homeland Security Grant (HSGP)
State Homeland Security Program (SHSP)

Agency: PACIFIC COUNTY EMERGENCY MANAGEMENT DIVISION

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model.

Region 3 is vulnerable to numerous catastrophic events. Probably the most significant is the Cascadia Subduction Zone earthquake and ensuing tsunami. This event will cause massive loss of life, injury and destruction while leaving portions of Region 3 uninhabitable for years. Region 3 is also susceptible to shallow earthquakes and their aftershocks. Although not as severe, this type of earthquake will also cause significant loss of life, injury, property damage, economic hardship, and environmental degradation.

Frequently, Region 3 experiences winter storms and wind storms that include widespread flooding, landslides and lengthy power outages. Because Region 3 is home to the State capital, as well as key infrastructure and environmentally sensitive habitat there is potential for political activism and terrorist activity. Other risks include epidemic, hazmat incidents, dam failure, wildfire, heat wave, volcano, and drought.

This investment supports the THIRA and SPR by improving Operational Coordination and Operational Communications. It addresses several capability gaps including the need to develop more Incident Management Teams (IMT), increase participation in multi-jurisdictional statewide exercises, integrate RACES and other communication teams into planning, and use available grant funding to support local and regional communications interoperability.

PROJECT #1	Interoperable Communications Improvements	\$11,215
DESCRIPTION:	<p>This project will build day-to-day interoperable radio communications between law enforcement and fire/EMS response agencies in Pacific County through equipment purchase. In addition, procurement and placement of technology communication systems will be coordinated based on gap analysis of requirements versus existing capabilities.</p> <p><u>Gaps to be addressed:</u> On-scene radio communications capabilities between agencies are still non-existent in some cases and/or unnecessarily cumbersome and time-consuming to provide.</p> <p><u>Goals:</u></p> <ul style="list-style-type: none"> • Improve multi-agency response through the purchase of dual band radio equipment and if possible, enable dual-band communication to take place without the need to patch the bands together. • Develop interoperable telecommunication and Information Technology systems across governmental departments and agencies. 	

TIMELINE

FFY15 Homeland Security Grant Program (HSGP),
State Homeland Security Program (SHSP)

DATE	TASK
September 1, 2015	Start of Agreement performance period
March 31, 2017	All work ceases. Grant Agreement End Date.
May 15, 2017	Submit Closeout Report and Final Reimbursement Request. <i>** Reports are due before final invoice will be reimbursed.</i>

BUDGET

**FFY15 Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)**

PROJECT	SOLUTION AREA	AMOUNT	PERSONNEL	LETPA
PROJECT #1 Interoperable Communications Improvements	Planning	\$ -	\$ -	\$ -
	Organization	\$ -	\$ -	\$ -
	Equipment	\$ 11,215		\$ 5,607
	Training	\$ -	\$ -	\$ -
	Exercise	\$ -	\$ -	\$ -
	Indirect 0%	\$ -		\$ -
	<i>Subtotal</i>	\$ 11,215	\$ -	\$ 5,607
TOTAL Grant Agreement AMOUNT:		\$ 11,215	\$ -	\$ 5,607

GRANT AGREEMENT CAPS & THRESHOLDS***The Subgrantee ensures***

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Personnel Expenses: \$0**0% of Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

LETPA: \$5,607**50% of Agreement Amount**

Cumulative transfers to Projects in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department

**15HSGP Award Documents
Award EMW-2015-SS-00013-S01**

U.S. Department of Homeland Security
Washington, D.C. 20472



Bret Daugherty
Washington State Military Department
Building 20
Camp Murray, WA 98430

Re: Grant No. EMW-2015-SS-00013

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Homeland Security Grant Program has been approved in the amount of \$ \$13,512,908.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Homeland Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

2015-09-01 00:00:00.0

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington State Military Department
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2015-SS-00013-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Operation Stonegarden Program Hold
Article III	Acknowledgement of Federal Funding from DHS
Article IV	Activities Conducted Abroad
Article V	Age Discrimination Act of 1975
Article VI	Americans with Disabilities Act of 1990
Article VII	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VIII	Title VI of the Civil Rights Act of 1964
Article IX	Civil Rights Act of 1968
Article X	Copyright
Article XI	Assurances, Administrative Requirements and Cost Principles
Article XII	Debarment and Suspension
Article XIII	Drug-Free Workplace Regulations
Article XIV	Duplication of Benefits
Article XV	Energy Policy and Conservation Act
Article XVI	Reporting Subawards and Executive Compensation
Article XVII	False Claims Act and Program Fraud Civil Remedies
Article XVIII	Federal Debt Status

Article XIX	Fly America Act of 1974
Article XX	Hotel and Motel Fire Safety Act of 1990
Article XXI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXII	Lobbying Prohibitions
Article XXIII	Non-supplanting Requirement
Article XXIV	Patents and Intellectual Property Rights
Article XXV	Procurement of Recovered Materials
Article XXVI	Contract Provisions for Non-federal Entity Contracts under Federal Awards
Article XXVII	SAFECOM
Article XXVIII	Terrorist Financing E.O. 13224
Article XXIX	Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)
Article XXX	Trafficking Victims Protection Act of 2000
Article XXXI	Rehabilitation Act of 1973
Article XXXII	System of Award Management and Universal Identifier Requirements
Article XXXIII	USA Patriot Act of 2001
Article XXXIV	Use of DHS Seal, Logo and Flags
Article XXXV	Whistleblower Protection Act
Article XXXVI	DHS Specific Acknowledgements and Assurances
Article XXXVII	Disposition of Equipment Acquired Under the Federal Award
Article XXXVIII	Prior Approval for Modification of Approved Budget
Article XXXIX	Acceptance of Post Award Changes

Article I - Summary Description of Award

The purpose of the FY 2015 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,493,000.00, Urban Areas Security Initiative (UASI) funding in the amount of \$5,500,000.00, and Operation Stonegarden (OPSG) funding in the amount of \$1,519,908.00. The following counties received Operation Stonegarden funds: Clallam County, \$310,045.00; Colville Tribe, \$70,000.00; Ferry County, \$100,000.00; Island County, \$150,092.00; Jefferson County, \$74,000.00; Okanogan County, \$140,000.00; Pend Oreille County, \$78,000.00; San Juan County, \$140,000.00; Stevens County, \$90,000.00; and Whatcom County, \$367,771.00

Article II - Operation Stonegarden Program Hold

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by DHS/FEMA and

Customs and Border Protection/United States Border Patrol (CBP/USBP). Each Operations Order will be transferred via the secure portal (CBP/USBP) BPETS system from each respective AOR Sector HQ to CBP/USBP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to DHS/FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by DHS/FEMA via email to the respective State Administrative Agency (SAA) and CBP/ USBP HQ in Washington DC.

Article III - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VIII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in

buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article X - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article XI - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article XII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XIV - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XVI - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the

obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,
And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. _____.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified*.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article XVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form

SF-424B, item number 17 for additional information and guidance.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XXIII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXV - Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or

the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XXVI - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII - Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXIX - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXXI - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will,

solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXXII - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXIII - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXXIV - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/ FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2.	3. RECIPIENT NO.	4. TYPE OF	5. CONTROL NO.
EMW-2015-SS-00013-S01	AMENDMENT NO. ***	16001095G	ACTION AWARD	W510950N, W510952N, W510953N

6. RECIPIENT NAME AND ADDRESS Washington State Military Department Building 20 Camp Murray, WA, 98430	7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
--	---	---

9. NAME OF RECIPIENT PROJECT OFFICER Michael Alston	PHONE NO. 253-512-7083	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
---	----------------------------------	---

11. EFFECTIVE DATE OF THIS ACTION 09/01/2015	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <table border="0"><tr><td>From:</td><td>To:</td></tr><tr><td>09/01/2015</td><td>08/31/2018</td></tr><tr><td>Budget Period</td><td></td></tr><tr><td>09/01/2015</td><td>08/31/2018</td></tr></table>	From:	To:	09/01/2015	08/31/2018	Budget Period		09/01/2015	08/31/2018
From:	To:										
09/01/2015	08/31/2018										
Budget Period											
09/01/2015	08/31/2018										

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2015-SL-B112-P410-4101-D:W510952N \$ 1,519,908.00; 2015-SL-B111-P410-4101-D:W510950N \$ 6,493,000.00; 2015-SL-B211-P410-4101-D:W510953N \$ 5,500,000.00	\$0.00	\$13,512,908.00	\$13,512,908.00	\$0.00
TOTALS			\$0.00	\$13,512,908.00	\$13,512,908.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A**16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Bret Daugherty, The Adjutant General**DATE**
08/12/2015**18. FEMA SIGNATORY OFFICIAL (Name and Title)****DATE**
08/10/2015

Andrea D. Gordon

ANDREA GORDON, Assistance Officer

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Pacific County	DATE SUBMITTED 06/16/2016
PROJECT DESCRIPTION	CONTRACT NUMBER E16-220

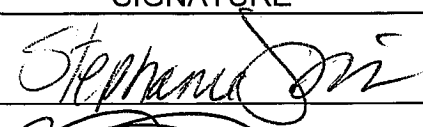

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Frank Wolfe	Chair, BoCC 2012-2016
	Steve Rogers	Commissioner, 2012-2016
	Lisa Ayers	Commissioner, 2014-2018

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Frank Wolfe	Chair, BoCC 2012-2016
	Steve Rogers	Commissioner, 2012-2016
	Lisa Ayers	Commissioner, 2014-2018

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Stephanie Fritts	Chief Deputy
	Scott McDougall	Deputy Director

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

FFATA FORM

Subrecipient Agency: Pacific County				
Grant and Year: FY 15 SHSP			Agreement Number: E16-220	
Completed by:	Scott McDougall	PCEMA Deputy Director	360-875-9338	
	Name	Title	Telephone	
Date Completed: 06/16/2016				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				
Our organization received less than \$25,000.00				

Signature: _____

Date: 06/16/2016

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

FFATA PROVISIONS AND INSTRUCTIONS
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 - 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry

and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- “Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.
- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization as identified in Step 5 of the FFATA Form.

2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

Contact Information	
Subrecipient Name (Agency, Local Government, or Organization): Pacific County	
Authorized Chief Financial Officer (central accounting office): Joyce Kidd	
Address: PO Box 97, South Bend, WA 98586	
Email: jkidd@co.pacific.wa.us	Phone #: 360-875-9311

Purpose: As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to these requirements, you must complete Section A of this Form. If your entity is subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- ☐ We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

- ☒ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] 9/2015 for Fiscal Year ending [enter date] 2014. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:
105103

- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____

- ☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: _____

Date: 06/16/2016

Print Name & Title: Joyce Kidd, Pacific County Auditor

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Pacific County		Doing business as (DBA) Pacific County Emergency Management Agency	
ADDRESS PO Box 27, South Bend, WA 98586	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 254000662	Federal Employer Tax Identification #: 91-6001356
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature



Date: 06/16/2016

Print Name and Title: Scott McDougall, Deputy Director

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION (FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pacific County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 27

6 City, state, and ZIP code

South Bend, WA 98586

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

9 1 - 6 0 0 1 3 5 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

6/16/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—A organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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:

6/28/2016

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

☐ 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: Commissioners Office

DIVISION (if applicable): Boards/Commissions

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

PHONE / EXT:

SIGNATURE: *mg*

DATE: 6/15/2016

NARRATIVE OF REQUEST

Ron Willis was appointed January 27, 2015 to the Veterans Advisory Board and has submitted his resignation on June 14, 2016

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

Accept resignation from Veterans Advisory Board member, Ron Willis



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:

6/28/2016

AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: _____

☐ Risk Mgmt

☐ CONTINUED TO DATE: _____ TIME: _____

☐ Legal Required

☐ OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> 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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 6/21/2016
NARRATIVE OF REQUEST We have amended, removed and added language to the Personnel Policy. Once these amendments are approved they will be incorporated into the policy and made available to all county employees on the shared drive.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2016-_____ amending the Personnel Policy, Rules and Regulations	

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

RESOLUTION NO. 2016-_____

**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 as follows;

Section 1.3 DEFINITIONS
New definitions added

- 1.3.1** **FLA.** The abbreviation for the WA State Family Leave Act.
- 1.3.2** **Insubordination.** The willful refusal by an employee to follow a directive given by a manager.
- 1.3.3** **Retirement.** The withdrawal from active service with a retirement allowance as provided by Chapter 41.40 RCW.

Section 2.22 HIRING PROCESS
Added new section

For positions such as temporary summer hires, new positions, vacant positions that were approved in the current fiscal year's budget, or if there is a vacancy created due to resignation, retirement, transfer, etc., the following hiring process shall be followed.

- 2.22.1** An Agenda Request Form shall be prepared and submitted to the Clerk of the Board the Wednesday preceding a Board of County Commissioners meeting.
- When notice of a vacant position is received by the Commissioners, this will provide them the opportunity to review the request and decide if a workshop is necessary.
- 2.22.2** For temporary summer positions, positions that are vacant due to resignation, retirement or otherwise or positions approved in the current fiscal year's budget, or those budgeted but vacant positions, provide the following information on the Agenda Request Form:
- Required Information:**
- a. Request approval to advertise and hire if position is to be filled at Step 1
Provide brief explanation if position is temporary (if so, number of months),

new or vacant position and if included in current fiscal year budget. If position is vacant due to resignation, retirement, or transfer, request acceptant of employee's resignation, retirement, or transfer.

- b. Name of the position
- c. Grade and Step
- d. FTE percentage

Post Approval Process/Prior to Offer of Employment:

- a. When the decision has been made to hire, an email shall be sent to the Commissioners with candidates' name and brief background prior to an offer of employment (i.e. Joe Smith, moving from Seattle, with 10 years of related experience)
- b. Submit the completed Background Check Form to Risk Management, which shall be performed prior to an offer of employment
- c. Submit copy of their driver's license and insurance card to Risk Management
- d. If candidate has successfully passed the background and driver's license checks and you are hiring at Step 1, submit the New Employee Form to be included as an FYI on the next Board of County Commissioners' meeting
- e. If you want to hire at a step other than Step 1, submit an Agenda Request Form requesting the higher step. Include justification for higher grade and any budgetary impacts. **For position requested at a higher grade, the employment is conditional and must wait for Board of County Commissioners approval.**
- f. Send a copy of New Employee Form to the Auditor's Office

2.22.3

For any position that was not included in the current fiscal year's budget, a workshop with the Commissioners will be required. If appropriate, following the workshop, submit an Agenda Request form:

Required Information:

- a. Request to advertise and hire
- b. Provide information pertaining to new revenue (i.e. unanticipated grant revenue), which will also be supplemented to support the new position
- c. Name of the position
- d. Grade and Step
- e. FTE percentage

Post Approval Process/Prior to Offer of Employment:

- a. When the decision has been made to hire, an email shall be sent to the Commissioners with candidates' name and brief background prior to an offer of employment (i.e. Joe Smith, moving from Seattle, with 10 years of related experience)
- b. Submit the completed Background Check Form to Risk Management, which shall be performed prior to an offer of employment
- c. Submit copy of their driver's license and insurance card to Risk Management
- d. If candidate has successfully passed the background and driver's license checks and you are hiring at Step 1, submit the New Employee Form to be included as an FYI on the next Board of County Commissioners' meeting

- e. If you want to hire at a step other than Step 1, submit an Agenda Request Form requesting the higher step. Include justification for higher grade and any budgetary impacts. **For position requested at a higher grade, the employment is conditional and must wait for Board of County Commissioners approval.**
- f. Send a copy of New Employee Form to the Auditor's Office

Section 4.5 MILITARY LEAVE

Removed and included in Section 4.7 Family Leave

Section 4.7 FAMILY LEAVE

4.7.1 Family Medical Leave (FMLA)

Under the terms of The Family and Medical Leave Act of 1993, as amended, (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay under the following conditions:

- The employee has worked for the County for at least 12 months. These months do not have to be in a row, so seasonal work counts. Generally, if there is a break in service lasting more than 7 years, the employee cannot count the period of employment prior to the 7-year break.
- The employee must have worked for the County for at least 1250 hours in the 12 months before taking FMLA leave.

4.7.2 FMLA may be requested for the following conditions:

- For the birth of his/her child and to care for such child
- For the placement with the employee of child for adoption or for foster care requiring State action.
- To care for his/her spouse, child or parent ("immediate family") with a serious health condition.
- Because of a serious health condition that makes him/her unable to perform the functions of his/her position.

4.7.3 An employee is entitled to FMLA up to:

- Twelve (12) workweeks, including any paid leave, in a twelve (12) month period.
- The 12-month period shall be defined as a "rolling" 12-month period measured from the last use of FMLA leave.

4.7.4 Military Family Leave

On January 28, 2008, President Bush signed into law new FMLA leave entitlements for military families ("military family leave provisions"). The National Defense Authorization Act for FY 2008 ("NDAA"), Public Law 110-181, amended the FMLA to provide two types of military family leave for FMLA-eligible employees. The new FMLA regulations include these two types of military family leave referred to as "qualifying exigency leave" and "military caregiver leave."

4.7.4.1 Qualifying Exigency Leave

Up to 12 weeks of leave when an employee's spouse, son, daughter, or parent is a member of the National Guard or Reserves who is on, or has been notified of an impending call or order to, active duty in the Armed Forces in support of a contingency operation (referred to as qualifying exigency leave).

Examples of qualifying exigencies:

- Issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification.
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs, and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
- Making or updating financial and legal arrangements to address a covered military member's absence.
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
- Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member; and
- Any other event that the employee and employer agree is a qualifying exigency.

4.7.4.2 Military Caregiver Leave

Up to 26 weeks of leave in a single 12-month period for an eligible employee to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

4.7.5 Employees may utilize their entire medical leave and annual leave accruals, or parts thereof, or may request a leave of absence without pay in accordance with Section 4.8. An employee may preserve up to forty (40) hours of leave at his/her discretion to be unused during FMLA leave. If an employee exercises the option to preserve said leave, he/she shall present a formal written request to his/her Official or designee that will be subsequently presented by the Official to the Board along with the FMLA leave request.

4.7.6 If the Board grants an employee an FMLA/FLA leave, the County shall continue to contribute its portion of the employee's group health/life insurance coverage. The employee is responsible for payment of their portion of the health care premium. Payment needs to be made to WA Counties Insurance Fund.

4.7.7 The County may require that an employee's request for FMLA leave to care for a seriously-ill member of his/her immediate family, or due to the employee's own serious health condition that makes him/her unable to perform the functions of his/her position, be supported by a certification issued by the health care provider of the employee or the employee's ill family member.

4.7.8 The County also may require that an employee seeking intermittent FMLA leave, or a FMLA leave for a reduced work schedule due to a serious health condition of the employee or a member of his/her immediate family, be supported by a certification from the applicable health care provider that such leave is medically necessary and noting the expected duration and schedule of such leave.

4.7.9 The term "serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required, or absences are necessary on a recurring basis or for more than a few days for treatment or recovery. This term does not cover short-term conditions for which treatment and recovery are very brief.

4.7.10 A serious health condition may include a serious, chronic health condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity.

4.7.11 Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) that are not medically necessary do not constitute a "serious health condition" unless inpatient hospital care is required.

4.7.12 Treatment of substance abuse also constitutes a "serious health condition". For any condition, other than one that requires inpatient care, the employee or a member of his/her immediate family must be receiving continuing treatment by a health care provider. "Continuing treatment" includes within a qualifying

12-month period: (i) two or more visits to a health care provider; (ii) two or more treatments by a health care practitioner on referral from or under the direction of, a health care provider; or (iii) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (i.e., a course of medication or therapy to resolve the health condition).

- 4.7.13** A "health care provider" is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices. A "health care provider" also includes podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under state law. In addition, nurse practitioners and nurse-midwives who provide diagnosis and treatment of certain conditions are included in the definition, provided they are performing within the scope of their practice as allowed by State law. Finally, Christian Science practitioners are included in the definition; however, the County may require that second or third opinions be obtained by health care providers other than Christian Science practitioners.
- 4.7.14** An employee must give thirty (30) days advance written notice to their Official of the need to take FMLA leave when it is foreseeable for the birth or placement of a child for adoption or foster care, or for planned medical treatment. When it is not practical under the circumstance to provide such advance notice, e.g., premature birth, such notice must be given "as soon as practical", ordinarily within one or two business days of when the employee learns of the need for the FMLA leave. Verbal notice will not be sufficient to inform the Official that the employee will need FMLA leave except in the case of a medical emergency.
- 4.7.15** Notice should be given either in person or by phone when a medical emergency is involved, and may be given by the employee's spouse or other member of his/her immediate family if the employee is unable to do so due to a serious health condition.
- 4.7.16** If an employee fails to give thirty (30) days written notice for a foreseeable FMLA leave with no reasonable excuse for the delay, the County may deny the taking of a FMLA leave until at least thirty (30) days after the date the employee provides the necessary written notice to the County of the need for an FMLA leave.
- 4.7.17** Upon the expiration of the leave of absence with or without pay, the employee shall return to the same job as was held by the employee prior to the leave of absence.
- 4.7.17.1** The employer may request full repayment of medical premiums if the employee does not return to work after the completion of an approved FMLA/FLA leave of absence.

4.7.18**Washington State Family Leave Act (FLA) (Chapter 49.78RCW)**

The Family Leave Act mirrors the federal Family and Medical Leave Act (FMLA). It applies to employees who qualify for the federal FMLA and includes the following additional provisions:

- The Family Leave Act allows more unpaid leave for pregnant women than the FMLA allows:
 - Under rules set forth by the Human Rights Commission (Chapter 162-30-020 WAC) the County must provide a woman a leave of absence for the period of time that she is sick or temporarily disabled due to pregnancy or childbirth (Pregnancy Disability); the length of time off is determined by the health care provider.
- FLA and FMLA run concurrently
- FMLA and Temporary Disability due to Pregnancy or Childbirth run concurrently
- FLA does not run concurrently with Temporary Disability due to Pregnancy or Childbirth. The 12-week period does not begin until the woman has been released by her health care provider from temporary disability-generally 6 weeks post-partum.
 - Example 1: Employee works until birth (no disability during pregnancy), has no serious complications during birth, and takes six weeks leave for recovery from childbirth. In such a case, the employee's six weeks of pregnancy disability leave runs concurrently with the first six weeks of her federal FMLA leave; however, her state FLA leave does not begin to run until after her pregnancy disability leave ends. Once the employee's pregnancy disability leave ends, her remaining six weeks of federal FMLA leave runs concurrently with the first six weeks of her state FLA leave. Once the employee's federal FMLA leave is exhausted, she has six remaining weeks of state FLA leave (which results in a combined total of 18 weeks of leave).
 - Example 2: Employee takes six weeks of pregnancy disability leave before the child is born because of pregnancy related complications, followed by six weeks for recovery from childbirth. These 12 weeks of leave count as leave both for pregnancy disability regulations and under the federal FMLA. Employee's 12 weeks of state FLA leave do not begin to run until after the 12-week period of pregnancy disability leave ends, providing employee with a total of 24 weeks of leave.

4.7.19

The Washington State Family Leave Act allows for an employee to take leave to care for a registered domestic partner or same sex spouse with a serious health condition.

4.7.20 During FMLA and/or FLA designated leave the employer will continue to pay the employer's portion of the employee's medical premium as if the employee were still working. The employer may require the employee to use paid sick leave and vacation credits for an FMLA/FLA-qualifying purpose in keeping with Section 4.7 Family Leave.

4.7.21 If an unpaid leave of absence under Section 4.8 is granted for a circumstance covered by the FMLA or the State FLA, that leave will be credited against the 12-week FMLA allowance or the allowance under State FLA.

4.7.22 Military Leave for Public Employees (RCW 38.40.060)

Every officer and employee of the state or of any county, city, or other political subdivision thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the state, or the county, city, or other political subdivision, his or her normal pay. The officer or employee shall be charged military leave only for days that he or she is scheduled to work for the state or the county, city, or other political subdivision.

Section 4.17 MEDICAL LEAVE

4.17.5 In addition to the above conversion rules, and provided they submit a written notice to their Official of their desire to retire from the County service at least three (3) months in advance of their actual separation, an employee may convert their entire accumulated Medical Leave bank into annual leave. In this instance, the first ninety (90) days of accumulated Medical Leave may be converted at the rate of one-half ($\frac{1}{2}$) day of annual leave for each full day of accumulated Medical Leave and one-quarter ($\frac{1}{4}$) day of annual leave for each full day of accumulated Medical Leave in excess of ninety (90) days. This paragraph shall not apply if an employee fails to satisfy the retirement advance notification requirement or to separate from the County service for another reason.

Effective January 1, 2017, an employee will not accrue any additional leave (sick or vacation) during the period of extended employment.

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 June 28, 2016; and

PASSED by the Board of Pacific County Commissioners the 28th day of June, 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

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

Steve Rogers, Commissioner

RCW 42.30.110
Executive sessions.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

REQUESTED MEETING DATE:

06/28/16

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: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review ☐ Clerk of the Board

☐ Risk Mgmt

☐ Legal Required

DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ PCEMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Veg Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration

DIVISION (if applicable): n/a

OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst

PHONE / EXT: x2243

SIGNATURE: *PTP*

DATE: June 13, 2016

NARRATIVE OF REQUEST

Consider adopting the attached resolution regarding fiscal year 2016 supplemental budget appropriations.

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

Adopt Resolution 2016-____ regarding Fiscal Year 2016 supplemental budget appropriations

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2016-_____

**IN THE MATTER OF SUPPLEMENTAL BUDGET(S) FOR THE
ALLOWANCE OF CERTAIN EXPENDITURES FOR FISCAL YEAR 2016**

WHEREAS, it has been brought to the attention of the Board of Pacific County Commissioners that funds have become available and a need exists to allow for the expenditures of un-appropriated funds in order to meet additional costs; and,

WHEREAS, it appears that the expenditure of such funds could not have been reasonably foreseen at the time of adoption of the fiscal year 2016 budget; and,

WHEREAS, all members have had reasonable notice of the time, place and purpose of this meeting; and,

WHEREAS, sufficient and legal notice of the meeting and the intent to adopt said supplemental budget(s) was given; and,

WHEREAS, all persons present were given an opportunity to express themselves for or against said action; now, therefore,

IT IS HEREBY RESOLVED by the Board of Pacific County Commissioners meeting in regular session, that the supplemental budget(s) be allowed and fixed as listed in Attachment A, all without further hearing or action.

PASSED by the following vote this 28th day of June, 2016 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

ATTEST:

Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board

Steve Rogers, Commissioner

Revenue Source

(001) Sheriff Law Enforcement – Federal Indirect Grant	\$15,220.00
(109) Vegetation Management – State Funding for Noxious Weeds	\$57,500.00
(116) Community Development – Fund Balance	\$533,510.20
(127) Low Income Assistance – Fund Balance	\$461,122.16
(143) Community Development Planning – State Grant	\$150,000.00
(160) PACCOM – Washington State Military Department	\$356,094.00
	\$1,573,446.36

Expenditure Use

(001) Sheriff Law Enforcement – Operating	\$10,073.00
(001) Sheriff Law Enforcement – Personnel	\$5,147.00
(109) Vegetation Management – Operating	\$10,000.00
(109) Vegetation Management – Personnel	\$47,500.00
(116) Community Development – Operating Transfer	\$533,510.20
(127) Low Income Assistance – Operating Transfer	\$461,122.16
(143) Community Development Planning – Operating	\$115,000.00
(143) Community Development Planning – Personnel	\$35,000.00
(160) PACCOM – Capital	\$356,094.00
	\$1,573,446.36