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

Tuesday, January 9, 2018
9:00AM
or as soon thereafter as possible

AGENDA

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 (Items A-B)

A) Approve Rainbow Valley Landfill Claims Vouchers
   Royal Heights Transfer Station, Inc. - $1,076.04
   Dragon Analytical Laboratory - $86
   PUD #2 - $44.65

B) Approve continued meeting minutes of December 21, 2017 and regular
   meeting minutes of December 26, 2017

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 is an Equal Opportunity Employer and Provider
## CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.  
114 Airport Road  
Raymond, WA 98577

VOUCHER # 2018-01  
APPROVAL DATE 1/9/18

Instructions:
1. Attach original invoices  
2. Complete and sign Claims Voucher  
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586  
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base</th>
<th>Sub</th>
<th>Obj</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>5314</td>
<td>1/2/18</td>
<td></td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>$1076.04</td>
</tr>
</tbody>
</table>

TOTAL $1076.04

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

Larry Sale  
Signature  
Title  
Date 1/2/18

Reviewed by:

CHAD BUNNETT  
Deputy Chair of the Board  
Signature  
Title  
Date 1/2/18

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

Charles R. Olsen  
Chairperson, Local Board of Health  
Pacific County, Washington  
Date 1/3/18
<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td>net 10</td>
<td>1/12/2018</td>
<td>1,076.04</td>
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<th>SERVICED</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>12/31/2017</td>
<td>84,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>1,076.04</td>
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Balance Due $1,076.04
<table>
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<tr>
<td>12/1/2017</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<tr>
<td>30</td>
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<tr>
<td>31</td>
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</tbody>
</table>

**Total Gallons**: 84000
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Dragon Analytical Laboratory
2818 Madrona Beach Road NW
Olympia, WA 98502

VOUCHER # 2018-02
APPROVAL DATE 1/9/18

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>17114-21</td>
<td>12/13/17</td>
<td>QRT WATER TESTING</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>86.00</td>
</tr>
</tbody>
</table>

TOTAL $86.00

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

[Signature]
[Title]
12/18

Reviewed by:

[Signature]
[Title]
1/24/18

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

[Signature]
Chairperson, Local Board of Health
Pacific County, Washington

1/3/18
<table>
<thead>
<tr>
<th>Service Date</th>
<th>Unit</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
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<tr>
<td>11/14/2017</td>
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<td>Metals, Prep</td>
<td>Heavy Metals, Extraction</td>
<td>10.00</td>
<td>10.00</td>
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<tr>
<td></td>
<td></td>
<td>Metals, Total</td>
<td>Heavy Metals, Total (Cu,Zn)</td>
<td>28.00</td>
<td>28.00</td>
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<td>nH</td>
<td>nH Fluorometric Water</td>
<td>12.00</td>
<td>12.00</td>
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<td></td>
<td></td>
<td>TURB</td>
<td>Turbidity</td>
<td>20.00</td>
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<tr>
<td></td>
<td></td>
<td>Shipping</td>
<td>Expedited Shipping of Sample Bottles to Client</td>
<td>16.00</td>
<td>16.00</td>
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</table>

Thank you for your order, we appreciate your business.

Total $86.00
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

PUD No. 2
P O Box 472
Raymond, WA 98577

VOUCHER # 2018-03
APPROVAL DATE 11/9/18

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
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<thead>
<tr>
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<th>Base</th>
<th>Sub</th>
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<th>Obj</th>
<th>Amount</th>
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<tbody>
<tr>
<td>12/26/17</td>
<td>UTILITIES</td>
<td>660 000 537 10 41</td>
<td>$44.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
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TOTAL $44.65

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

[Signature]
Title
Date 1/2/18

Reviewed by:

[Signature]
Title
Date 1/2/18

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

[Signature]
Date 1/3/18

Chairperson, Local Board of Health
Pacific County, Washington
### Billing Summary

- **Previous Balance**: 43.41
- **Payment Received 12/11/17**: 43.41 CR
- **Balance Forward**: 0.00
- **Current Charges Due By 01/23/18**: 44.65
- **Total Due**: 44.65

**Messages**

Pay By Phone 844-829-1962

---

### Meter Reading Details

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<td>Total KWH Usage</td>
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<td>Days Served</td>
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<table>
<thead>
<tr>
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<tr>
<td>Elec Basic Charge</td>
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<td><strong>Total This Service</strong></td>
<td><strong>44.65</strong></td>
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<tr>
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<th>Jan 17</th>
<th>Feb 17</th>
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**PLEASE INDICATE CHANGE OF ADDRESS HERE:**

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<th>MAILING ADDRESS</th>
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<tbody>
<tr>
<td>CITY</td>
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<tr>
<td>STATE</td>
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<tr>
<td>LOCATION PHONE NUMBER</td>
</tr>
<tr>
<td>SIGNATURE (REQUIRED TO CHANGE ADDRESS)</td>
</tr>
</tbody>
</table>

**LARRY BALE**

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

---

**Return This Portion With Your Payment**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>19983</th>
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<td>01/23/2018</td>
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<tr>
<td>Amount Due</td>
<td>44.65</td>
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<tr>
<td>Warm Heart Donation</td>
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<td>Amount Paid</td>
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Public Utility No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577-0472

---
9:00 AM  1216 W. Robert Bush Drive
Thursday, December 21, 2017  South Bend, Washington
Continued Meeting

CALLED TO ORDER – 9:03 AM

ATTENDANCE

Lisa Ayers, Chairperson
Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

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

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

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

CONSENT AGENDA (Items A-B)

It was moved by Wolfe, seconded by Olsen 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 Claims Voucher
City of Raymond - $640

Approve regular meeting minutes of December 12, 2017

ITEMS REGARDING GENERAL BUSINESS

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

Approve the appointment of Commissioner Lisa Olsen as Chair and
Commissioner Frank Wolfe as Vice-Chair for fiscal year 2018

MEETING CLOSED – 9:04 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

__________________________________________
Lisa Ayers, Chairperson

ATTEST:

__________________________________________
Lisa Olsen, Commissioner

__________________________  _______________________________
Marie Guernsey    Frank Wolfe, Commissioner
Clerk of the Board

(Please refer to recording of the meeting for a more detailed discussion)
PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #36

MINUTES

9:00 AM       1216 W. Robert Bush Drive
Tuesday, December 26, 2017 South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner (via phone)

Marie Guernsey, Clerk of the Board

ABSENT

Lisa Ayers, Chairperson

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

Vice Chair Olsen opened the meeting and there being no business to come before the Board, closed the meeting.

MEETING CLOSED – 9:02 AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Ayers, Chairperson

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Frank Wolfe, 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  

Tuesday, January 9, 2018  
9:00AM  
or as soon thereafter as possible  
The Board of County Commissioners meeting will be called  
to order following the business of the Local Board of Health

AGENDA

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

Call to Order

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items 1-6)

Department of Public Works

1) Accept cash bond from Weyerhaeuser Cathlamet Tree Farm pertaining to  
   Road Haul Permit No. 2018-7 and continuation of bond from Campbell  
   Global pertaining to Road Haul Permit No. 2018-5

Sheriff’s Office

2) Approve Amendment A to Grant Agreement #E17-068 with the WA State  
   Military Department; authorize Chair to sign

Boards and Commissions

3) Approve the reappointment of Jay Alexander (Peninsula Sanitation) and  
   Dennis Hein to the Solid Waste Advisory Committee

General Business

4) Approve December, 2017 payroll; total employees: 178; total payroll:  
   $750,139.12

5) Approve Vendor Claims; Warrants Numbered 140037 thru 140101 in the  
   amount of $431,489.87 and Warrants Numbered 140102 thru 140200 in the  
   amount of $207,160.02

6) Approve continued meeting minutes of December 21, 2017 and regular  
   meeting minutes of December 26, 2017

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

7) Consider approval of Microsoft Enterprise Enrollment #51705912 and  
   authorize Computer Services Supervisor to sign the Program Signature Form

8) Consider approval of request to replacement of Chevrolet pickup, Dodge  
   Ram, and roller

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 is an Equal Opportunity Employer and Provider
ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT
9) Consider approval of request to issue Request for Proposal for Towing and Impound Services

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT
10) Consider approval of request to convert contract personnel to casual employees, effective January 1, 2018
11) Consider approval of Consolidated Contract #CLH18256 with WA State Department of Health for a variety of health programs/services; authorize Director to sign

ITEMS REGARDING SOUTH DISTRICT COURT
12) Consider acceptance of Request for Proposal from Scott Harmer and consider approval of Indigent Defense Contract

ITEMS REGARDING SHERIFF’S OFFICE
13) Consider approval of request to purchase three year subscription to Inventory Control System from Asset Panda

ITEMS REGARDING PROSECUTOR’S OFFICE
14) Confirm increase of Security State Bank Visa

ITEMS REGARDING GENERAL BUSINESS
15) Consider adoption of Resolution 2018-_____ pertaining to fy2017 category transfers
16) Consider adoption of Findings of Fact #1 thru #____ and Conclusions of Law #1 thru #____ pertaining to the adoption of Land Use/Zoning Ordinance No. 184
17) Consider approval of Appendix A of the Memorandum of Agreement with WA State University Extension; authorize Chair to sign
18) Consider approval of Contract for Technical Services with Pacific County Economic Development Council
19) Consider approval of Lodging Tax Tourism Service Contracts for fy2018
20) Consider approval of Contract for Services with the Joint Pacific County Housing Authority

EXECUTIVE SESSION
21) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

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

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Pacific County is an Equal Opportunity Employer and Provider
AGENDA REQUEST FORM

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

<table>
<thead>
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<th>BOCC ACTION:</th>
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<tbody>
<tr>
<td>□ APPROVED</td>
<td>□ DENIED</td>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
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<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
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<tr>
<td>□ CONTINUED TO DATE:</td>
<td>TIME:</td>
<td></td>
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<tr>
<td>□ OTHER:</td>
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</table>

Agenda Item #: ___________________________ Initial: ___________________________ Date: ___________________________

Review: Clerk of the Board
Risk Mgmt
Legal Required

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ PACCOM  □ Superior Court
□ CF  □ Auditor  □ PCEMA  □ PC Fair  □ Treasurer
□ SEA  □ Clerk  □ Health  □ Prosecutor  □ Veg Mgmt
□ Civil Service  □ Juvenile  □ SDC  □ WSU Ext.
□ DCD  □ NDC  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW  DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer  PHONE / EXT: 3368

SIGNATURE: ___________________________ DATE: ___________________________

NARRATIVE OF REQUEST

Weyerhaeuser Cathlamet Tree Farm has submitted Road Haul Permit No. 2018-7. They have requested their $4,200 cash bond be applied to the 2018 hauling season. Please accept this bond to be held by DPW until the conclusion of the haul.

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

Accept cash bond from Weyerhaeuser Cathlamet Tree Farm pertaining to Road Haul Permit No. 2018-7 and continuation of bond from Campbell Global pertaining to Road Haul Permit No. 2018-5

Revised 2/2015
Exhibit A to Contract/Agreement/Grant Review Policy
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

☑ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☑ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: __________________________
☑ CONTINUED TO DATE: __________________________ TIME: __________________________
☑ OTHER: ______________________________________

Agenda Item #: 1
Initial: __________ Date: __________

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

DISTRIBUTION LIST:

☑ RF □ Assessor □ DPW □ PACCOM □ Superior Court
☑ CF □ Auditor □ PCEMA □ PC Fair □ Treasurer
☑ SEA □ Clerk □ Health □ Prosecutor □ Veg Mgmt
☑ Civil Service □ Juvenile □ SDC □ WSU Ext.
☑ DCD □ NDC □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW
DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer
PHONE / EXT: 3368

SIGNATURE: __________________________ DATE: __________

NARRATIVE OF REQUEST

Campbell Global has submitted Road Haul Permit No. 2018-5 and have requested continuation of Bond No. 929512727 in the amount of $7,500 for the 2018 haul season. Please approve this continuation and the bond will be on file with DPW.

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

Accept cash bond from Weyerhaeuser Cathlamet Tree Farm pertaining to Road Haul Permit No. 2018-7 and continuation of bond from Campbell Global pertaining to Road Haul Permit No. 2018-5
Approve Amendment A to Grant Agreement #E17-068 with the WA State Military Department for the purchase of an Inventory Tracking System and authorize Chair to sign.
# Washington State Military Department
## AMENDMENT

<table>
<thead>
<tr>
<th>1. SUBRECIPIENT NAME/ADDRESS:</th>
<th>2. GRANT AGREEMENT NUMBER:</th>
<th>3. AMENDMENT NUMBER:</th>
</tr>
</thead>
</table>
| Pacific County Emergency Management Agency  
300 Memorial Drive  
South Bend, WA 98586-1105 | E17-068 | A |

<table>
<thead>
<tr>
<th>4. SUBRECIPIENT CONTACT, PHONE/EMAIL:</th>
<th>5. DEPARTMENT CONTACT, PHONE/EMAIL:</th>
</tr>
</thead>
</table>
| Scott McDougall, 360-875-9338  
smdougall@co.pacific.wa.us | Zole Choate, (253) 512-7461  
zole.choate@mili.wa.gov |

<table>
<thead>
<tr>
<th>6. TIN or SSN:</th>
<th>7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #:</th>
<th>8. FUNDING SOURCE NAME/AGREEMENT #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>97.067 – HSGP (16SHSP)</td>
<td>EMW-2016-SS-00005-S01</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. FUNDING AUTHORITY:</th>
<th>10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington State Military Department (Department) and US Department of Homeland Security (DHS)</td>
<td>The sub-recipient will be purchasing an inventory management system that will aid in distributing and tracking equipment and supplies to be used in emergency response. Funding is available due to cost-savings from the purchase of mobile data computers and the purchase of the computer aided dispatch server from a different fund source. The deletion is noted in strike-through and the addition is noted in grey highlight on Exhibit C, Work Plan.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. AMENDMENT TERMS AND CONDITIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The overall grant agreement amount of $14,097 remains unchanged.</td>
</tr>
<tr>
<td>2. The Grant Agreement expiration date of 8/31/2018 remains unchanged.</td>
</tr>
<tr>
<td>3. Update Article 1, Key Personnel Exhibit A as follows:</td>
</tr>
<tr>
<td>a. Change Key Personnel from Matt Robbins to Zole Choate, Program Coordinator, <a href="mailto:zole.choate@mili.wa.gov">zole.choate@mili.wa.gov</a>, (253) 512-7461.</td>
</tr>
<tr>
<td>b. Change Key Personnel from Charma Anderson to Gail Cram, Program Manager, <a href="mailto:gail.cram@mili.wa.gov">gail.cram@mili.wa.gov</a>, (253) 512-7023.</td>
</tr>
<tr>
<td>4. Replace Original Scope of Work Exhibit C with Revised Scope of Work Exhibit C attached to this amendment.</td>
</tr>
</tbody>
</table>

This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the “Grant Agreement” shall mean “Grant Agreement as amended”. The Department and Subrecipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

**IN WITNESS WHEREOF,** the parties have executed this Amendment:

**FOR THE DEPARTMENT:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regan Ann Hesse, Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Washington State Military Department</td>
<td></td>
</tr>
</tbody>
</table>

**BOILERPLATE APPROVED AS TO FORM:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian E. Buchholz (signature on file)</td>
<td>6/13/2012</td>
</tr>
<tr>
<td>Assistant Attorney General</td>
<td></td>
</tr>
</tbody>
</table>

**FOR THE SUBRECIPIENT:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Olsen, Chair</td>
<td></td>
</tr>
<tr>
<td>Pacific County Board of Commissioners</td>
<td></td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM (if applicable):**

<table>
<thead>
<tr>
<th>Applicant’s Legal Review</th>
<th>Date</th>
</tr>
</thead>
</table>

*Form Date: 10/27/00*
# Revised Work Plan

## FFY16 Homeland Security Grant (HSGP)

### State Homeland Security Program (SHSP)

Pacific County, Homeland Security Region 3

## State Overview

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. Each Homeland Security Region and participating State Agency submitted projects that were included in the State’s Investment Justification. The projects were further detailed in subprojects, which are the focus of the work plan.

## Region 3 Overview

### Investment Justification

This work plan supports the 2016 Washington State HSGP (SHSP) Investment Justification, Investment #3 – Washington Regional Homeland Security Projects, Project #3—Region 3 Homeland Security (WA16SHSP>INV-3>PROJ-3).

### WA16SHSP INV – 3 PROJ – 3

**Region 3 Homeland Security**

Region 3 will focus efforts towards the following identified gaps:

1) Operational Communications—emergency responders have difficulty communicating with each other due to unreliable radio coverage from outdated and technologically inadequate equipment and infrastructure;

2) On-scene Security, Protection, and Law Enforcement—law enforcement personnel need adequate Personal Protective Equipment (PPE) for safety of responders;

3) Mass Search and Rescue Operations—Specialized emergency response teams need to replace equipment and continue training;

4) Community Resilience—citizens need a greater awareness of hazards and what they can do to be more self-reliant;

5) Public Information and Warning—process and procedures need to be instituted to ensure information sharing and outreach to Limited English Proficiency populations; and

6) Operational Coordination—Critical facilities that house emergency response agencies and provide disaster support to the public do not have back-up power hindering to response and communication.
Region 3 is located on the west side of the state and consists of five counties and six federally recognized tribes with a total population of almost 500,000 people. The Region's five counties are: Thurston, Grays Harbor, Lewis, Mason, and Pacific. The following tribes actively participate in regional activities: Chehalis, Nisqually, Skokomish, Squaxin Island, Shoalwater Bay, and Quinault. Thurston County oversees governance, facilitates meetings, and serves as the pass-through entity to the other four counties.

Region 3 is vulnerable to numerous catastrophic hazards. The most significant is the Cascadia Subduction Zone and associated tsunami threat. A Cascadia Subduction Zone earthquake will cause massive loss of life, injury and destruction, 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 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 capitol, as well as key infrastructure and environmentally sensitive habitat there is potential for political activism and terrorist activity. Other hazards include health epidemic, hazmat incidents, dam failure, wildfire, heat wave, volcano, and drought.

Region 3 has Bylaws and a Strategic Plan that are utilized to set priorities and make funding decisions. The Homeland Security Region 3 Committee is comprised of: the five counties, Cities of Olympia, Tumwater, Lacey, Yelm and Chehalis, Nisqually, and the following tribes: Chehalis, Nisqually, Skokomish, Squaxin Island, Shoalwater Bay, and Quinault.

First, Thurston County receives 3% of the total award for M&A. Then regional participants submit regional projects, which the committee votes on. The remaining funding is allocated using a base-plus population formula. The base is $10,000.

<table>
<thead>
<tr>
<th>16SHSP Funding Allocation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thurston County (lead)</td>
<td>$ 296,750</td>
</tr>
<tr>
<td>Grays Harbor County</td>
<td>$ 23,466</td>
</tr>
<tr>
<td>Lewis County</td>
<td>$ 24,208</td>
</tr>
<tr>
<td>Mason County</td>
<td>$ 21,506</td>
</tr>
<tr>
<td>Pacific County</td>
<td>$ 14,097</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 380,027</strong></td>
</tr>
<tr>
<td>Subproject (by Core Capability)</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>Subproject #1</td>
<td>Operational Communications</td>
</tr>
</tbody>
</table>

The **goal** of this subproject is to enhance the ability of the county and, by extension, the region to effectively communicate during a terrorism or all-hazard event. The **link** to the approved 16SHSP Investment Justification is — 1) Operational Communications: Emergency responders have difficulty communicating with each other due to unreliable radio coverage from outdated and technologically inadequate equipment and infrastructure. Due to how quickly technology and equipment age, there are continually existing and emergent communications **gaps**. The Pacific County 911 Operations Board meets on a recurring basis to determine how best to allocate the limited funding to needs of the county. Mobile data computers were purchased with the previous funding cycle. It is most likely the county's Operations Board will decide to use the **funding** for a new network server for the computer aided dispatch platform and to replace outdated mobile data computers. Any unused funding will be used for radios and an equipment inventory system. The **desired outcome** is that the county is better able to communicate during a terrorism or all-hazard event.
### SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>DATE SUBMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific County</td>
<td>01/10/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
<th>CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHSP Grant</td>
<td>E17-068A</td>
</tr>
</tbody>
</table>

## 1. AUTHORIZING AUTHORITY

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE/TERM OF OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lisa Olsen</td>
<td>Chair, BoCC 2017-2020</td>
</tr>
<tr>
<td></td>
<td>Frank Wolfe</td>
<td>BoCC 2017-2020</td>
</tr>
<tr>
<td></td>
<td>Lisa Ayers</td>
<td>BoCC 2015-2018</td>
</tr>
</tbody>
</table>

## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lisa Olsen</td>
<td>Chair, BoCC</td>
</tr>
<tr>
<td></td>
<td>Frank Wolfe</td>
<td>BoCC</td>
</tr>
<tr>
<td></td>
<td>Lisa Ayers</td>
<td>BoCC</td>
</tr>
</tbody>
</table>

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE</th>
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</thead>
<tbody>
<tr>
<td>✍️</td>
<td>Scott McDougall</td>
<td>PCEMA Director</td>
</tr>
</tbody>
</table>

\WAC-1\VOL1\HOME\KARENBL\...\WP\SIGNAUTH  Revised 3/03
AGENDA REQUEST FORM

REQUESTED MEETING DATE: 1/9/2018

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 3
Initial: __________________________ Date: __________________________

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: __________________________

☐ 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: __________________________ DATE: 12/19/2017

NARRATIVE OF REQUEST:

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

Approve the reappointment of Jay Alexander (Peninsula Sanitation) and Dennis Hein to the Solid Waste Advisory Committee for another two year term

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: DECEMBER, YEAR OF 2017
TOTAL EMPLOYEES: 178
TOTAL PAYROLL: $750,139.12

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 9th day of JANUARY 2018

________________________
Chairperson

________________________
Commissioner

________________________
Commissioner

Attest: ________________________
Clerk of the Board

RECEIVED
PACIFIC COUNTY

JAN - 2 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
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, January 9, 2018, 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

140037 thru 140101 $ 431,489.87

Warrants Dated: December 22, 2017

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner
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, January 9, 2018, 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

140102 thru 140200 $ 207,160.02

Warrants Dated: December 29, 2017

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

Chairman

[Signature]
Commissioner

[Signature]
Commissioner

RECEIVED
PACIFIC COUNTY

DEC 2 9 2017

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
MINUTES

9:00 AM 1216 W Robert Bush Drive
Thursday, December 21, 2017 South Bend, Washington
Continued Meeting

CALLED TO ORDER – 9:04 AM

ATTENDANCE

Lisa Ayers, Chairperson
Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

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

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

YEARS OF SERVICE

5 Years: Janis Allison (Sheriff’s office)
25 Years: Bonnie Walker (Prosecutor’s Office)

CONSENT AGENDA (Items 1-3)

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

Department of Public Works

Accept bonds pertaining to Road Haul Permit No. 2017-14/2018-1 from Harbor Timber and Road Haul Permit No. 2018-2 and Continuation Certificate of Surety Bond Number 69S001011 cross-referenced to Bond No. 57824910000 from Weyerhaeuser Company

General Business

Approve regular meeting minutes of December 12, 2017

Approve Vendor Claims; Warrants Numbered 139923 thru 140036 in the amount of $545,899.27
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Local Agency Agreement with WA State Department of Transportation pertaining to County Road Project No. 1651 for the Upper Naselle Road Resurfacing Project and authorize Chair to sign and adopt Resolution No. 2017-060 initiating the road project

Adopt resolutions initiating county road projects: Resolution No. 2017-061 for County Road Project No. 1652 for Guardrail Upgrade, Resolution No. 2017-062 for County Road Project No. 1653 for Signing Upgrades, Resolution No. 2017-063 for County Road Project No. 1654 for Camp One Road/Heckard Road and Resolution No. 2017-064 for County Road Project No. 1655 for Stringtown Road Culvert and Resolution No. 2017-065 for County Road Project No. 1656 for N Nemah Road Improvements

Approve request to issue Call for Bids for Courthouse Basement Renovation Project and set bid opening for Wednesday, January 31, 2018 at 9:00 AM or as soon thereafter as possible and approve request to continue the January 23, 2018 meeting to Monday, February 5, 2018 at 10:00 AM or as soon thereafter as possible, subject to subject to conclusion of discussion with all departments/offices involved to be completed by January 3, 2018

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve the purchase of GeoTab for twenty-five vehicles from Sheriff's ER&R Communications Reserve fund, including installation and fees for one year, in an amount not to exceed $11,775, subject to adequate budget appropriations

Adopt Resolution No. 2017-066 amending fees for official services performed by the Sheriff's Office, effective January 1, 2018, and repeal Resolution No. 2005-020

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of William H. Monohon to the Fair Advisory Board, effective immediately
ITEMS REGARDING COMMISSIONERS OFFICE

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

Approve the individual Commissioner appointments to Boards/Commissions/Committees for 2018

Approve the appointment of Commissioner Lisa Olsen as Chair and Commissioner Frank Wolfe as Vice-Chair for fiscal year 2018

ITEMS REGARDING GENERAL BUSINESS

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

Approve Findings of Fact #1 thru #14 and Conclusions of Law #1 thru #12 and the Decision regarding the approval of the Planning Commission recommendations pertaining to the rejection of the Pacific County Comprehensive Plan amendment and Land Use Ordinance No. 178 map amendment, Application No. P1700369 filed by Douglas Knutzen

Adopt Resolution No. 2017-067 modifying the Personnel Policy, Rules and Regulations, specifically creating the Criminal Justice Program Specialist and Senior Public Records Coordinator job descriptions

Approve the promotion of James Worlton to Senior Public Records Coordinator, Grade 12 Step 5, effective January 1, 2018, 0.9 FTE, subject to adequate budget appropriations

Approve Memorandum of Understanding with Local 367C clarifying how to calculate holiday pay for part-time employees and authorize Chair to sign

Adopt Resolution No. 2017-068 updating the process for establishing and/or modifying the rates for payment of “internal” services provided through the Pacific County Risk Management Fund 531 and rescind previous Resolution 2014-038

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve hire of Jeniene Mercer, Public Health Nurse, Grade 14 Step 5, 0.8 FTE, effective January 2, 2018, subject to adequate budget appropriations

Approve request to post, advertise, and hire for two Criminal Justice Program Specialists; one at 0.8 FTE and the other at 0.9 FTE

EXECUTIVE SESSION – not needed
PUBLIC HEARING
ATTEND: Chair Ayers, Commissioner Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, Management & Fiscal Analyst Paul Plakinger, Public Records Coordinator James Worlton, and Community Development Director Tim Crose (There were no members of the public in attendance)

Chair Ayers opened the public hearing to consider approval of Kelly Re-Zone Application and announced the hearing was scheduled in error, as it had been considered previously.

Chair Ayers closed the hearing.

PUBLIC HEARING
ATTEND: Chair Ayers, Commissioner Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, Management & Fiscal Analyst Paul Plakinger, Public Records Coordinator James Worlton, and Community Development Director Tim Crose (There were no members of the public in attendance)

Chair Ayers opened the public hearing to consider approval of amendments to fy2017 budget and Paul Plakinger was sworn in.

Paul provided an overview of the supplemental budget requests.

Chair Ayers closed the public hearing.

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

Adopt Resolution No. 2017-069 in the matter of supplemental budget for the allowance of certain expenditures for fiscal year 2017

CONTINUED PUBLIC HEARING – 10:04AM
ATTEND: Chair Ayers, Commissioner Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, Management & Fiscal Analyst Paul Plakinger, Public Records Coordinator James Worlton, and Community Development Director Tim Crose (There were no members of the public in attendance)

Chair Ayers opened the public hearing to consider adoption of Zoning Ordinance No. 184. No one stood to be sworn in.

Chair Ayers closed the continued public hearing.
It was moved by Olsen, seconded by Wolfe and carried by a vote of 3-0

Adopt Zoning Ordinance No. 184 implementing land use/zoning regulation county-wide, effective January 1, 2018, and repeal Ordinance No. 178

CONTINUED PUBLIC HEARING – 10:05AM
ATTEND: Chair Ayers, Commissioner Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, Management & Fiscal Analyst Paul Plakinger, Public Records Coordinator James Worlton, and Community Development Director Tim Crose (There were no members of the public in attendance)

Chair Ayers opened the public hearing to consider approval of the 2018-2023 Comprehensive Transportation Improvement and 2018 Road Construction Programs, the 2018-2023 Capital Improvement Plan for parks and Recreation, and the 2018-2023 Capital Improvement Plan for Pacific County Flood Control Zone District No. 1.

No one was sworn in and Chair Ayers closed the continued public hearing.

CONTINUED PUBLIC HEARING – 10:05AM
ATTEND: Chair Ayers, Commissioner Olsen, Commissioner Wolfe, County Administrative Officer Kathy Spoor, Management & Fiscal Analyst Paul Plakinger, Public Records Coordinator James Worlton, and Community Development Director Tim Crose (There were no members of the public in attendance)

Chair Ayers opened the public hearing to consider adoption of the fiscal year 2018 budget and swore in Paul Plakinger.

Paul provided an overview of the fiscal year 2018 budget.

Chair Ayers closed the continued public hearing.

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

Adopt Resolution No. 2017-070 in the matter of creating Fund No. 198 (Benefits Reserve), creating Fund No. 199 (LEOFF Reserve), and distributing equities from Fund No. 522 (Payroll Internal Service)

Adopt Resolution No. 2017-071 in the matter of county-related real and personal property tax levies for collection in 2018

Adopt Resolution No. 2017-072 in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the General Purposes Levy
Adopt Resolution No. **2017-073** in the matter of authorizing a shift of two hundred thousand dollars ($200,000.00) from the Road Fund Levy to the General (Current Expense) fund for the fiscal year 2018 budget.


Adopt Resolution No. **2017-075** in the matter of adoption of the Fiscal Year 2018 Pacific County Budget, including the 2018-2023 Comprehensive Transportation Improvement and 2018 Road Construction Programs, the 2018-2023 Capital Improvement Plan for Parks and Recreation, and the 2018-2023 Capital Improvement Plan for Pacific County Flood Control Zone District No. 1; levying County General Purposes and Road District Purposes Property Taxes; and setting forth the categorical appropriations with applicable limitations and responsibilities, including recognizing the 2018 salaries for Pacific County’s Elected Officers and Judges.

The Commissioners expressed their appreciation for all the work that staff has done to prepare the fy2018 budget.

**MEETING CLOSED – 10:21AM**

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Ayers, Chairperson

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Frank Wolfe, Commissioner

*(Please refer to recording of the meeting for a more detailed discussion)*
OTHER BUSINESS FOR FILING

Email dated December 4, 2017, regarding complaint from Cheryl Rathbun.


Emails dated December 4, 5, and 6, 2017, from Michelle Laraux regarding North Cove Beach approach sand hauling from Warrenton Cannery Road.

Notice dated December 6, 2017, from WA State Liquor and Cannabis Board for license expiration of Coastal Growers.


Summons in a Civil Action received December 13, 2017.

Summons in a Land Use Petition received December 13, 2017.


Letter received December 26, 2017 from Cheryl & Fred Rathbun regarding property at 229 Smith Creek.

Copy of the 2017 Veterans’ Relief provided to Norman Carlson, Voucher #2017-06 in the amount of $248, Mark Chesler Voucher #2017-07 in the amount of $350, and Bruce Pankonin Voucher #2017-08 in the amount of $173.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

12/5/2017
Departmental Briefings
Workshop w/ Sheriff’s Office re: fy17 budget
Workshop re: Vegetation Management funding restructure
Workshop w/ Auditor re: staffing

12/11/2017
Meeting Agenda Review
Workshop re: Ord 183-SMP

12/12/2017
BOH/BOCC Meeting
Public hearings
Workshop re: new job description
Workshop re: Commissioner items
Elected Officials meeting
SAO Accountability Exit Conference
Workshop re: health insurance benefits

12/13/2017
Workshop re: GPS

12/15/2017
Workshop re: insurance benefits & Fund 522

12/20/2017
Meeting Agenda Review

12/21/2017
BOH/BOCC meeting
Public hearings/Continued Public hearings

12/26/2017
BOH/BOCC meeting
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, December 26, 2017 South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner (via phone)

Marie Guernsey, Clerk of the Board

ABSENT

Lisa Ayers, Chairperson

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

Vice Chair Olsen opened the meeting and there being no business to come before the Board, closed the meeting.

MEETING CLOSED – 9:03 AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Ayers, Chairperson

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Frank Wolfe, Commissioner

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

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

BOCC ACTION: □ APPROVED □ DENIED

Subject to Adequate Budget Appropriations

No Action Taken/Withdrawn □ Deferred To:

Continued To Date: □ □ Time:

Other:

DISTRIBUTION LIST:

RF  Assessor  DPW  PACCOM  Superior Court
CF  Auditor  EMA  PC Fair  Treasurer
SEA  Clerk  Health  Prosecutor  Vegetation Mgmt
      Civil Service  Juvenile  SOC  WSU Coop. Ext.
      OCD  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: Public Works
DIVISION (if applicable): Computer Services

OFFICIAL NAME & TITLE: Andrew B. Seaman, Computer Services Supervisor
PHONE / EXT: 2271

SIGNATURE: DATE:

NARRATIVE OF REQUEST

I would like to request signing authority for our Microsoft contract renewal “Program Signature Form.” This will enter the County into a new three year contract with Microsoft beginning in January 2018 and extending through December of 2020. The first payment on this contract was included and approved in the 2018 budget. I would like signing authority to extend to maintenance of this contract for the above three year period. Maintenance would include true-up activity (additional licenses) and renewal orders subject to annual budget approval.

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

Approve Microsoft Enterprise Enrollment #51705912 and authorize Computer Services Supervisor to sign the Program Signature Form, subject to adequate budget appropriations.
Name of Contractor: Microsoft
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
State of WA Master Agreement
Contract/Agreement/Grant/Amendment #: 01E73965
Indicate type: [X] 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
[X] State  [ ] Sub Recipient
[ ] Federal  [ ] Other

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

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

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)  [X] >$25,000 (competitive bids)
Services / Leases: [ ] Architectural & Engineering  [ ] Personal Services
[ ] Lease (Personal Property i.e. copier, printer)  [ ] Lease (Real Property)
[ ] Telecomm & Data Processing  [ ] Other Services (Please Describe):

To be located at: ____________________________________________

Exceptions to Bidding (Please provide appropriate documentation):
[ ] Insurance/Bonds  [ ] Emergency Event (Purchases/Public Works)
[ ] Single (Sole) Source Purchase*  [ ] Special Facilities/Market Conditions
*Resolution Required

[X] 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 and/or Fill Position (attach New Employee Form)
[ ] Other (please describe): ____________________________________________

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

TOTAL COST/AMOUNT (include sales & use tax): $40,244.75 /yr. 3 annual payments  TOTAL TAX: 2,981.09 /yr
TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: ______ XXX.XXX.XXX
EXPENDITURE BUDGETED? [X] Yes  [ ] No  Will supplemental be required? [ ] Yes  [X] No
IN-KIND MATCH REQUIRED? [ ] Yes  [X] No  DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? [ ] Yes  [X] No  AMOUNT OF MATCHING FUNDS:

Revised 3/2013
Exhibit A to Resolution No. 2010-013
This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.
Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.
"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. **Order requirements.**

   a. **Minimum order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

   b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

   c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.

   d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

   e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

   f. **Adding Products.**

      (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate
may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term, Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate’s Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly
prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
Enrollment Details

1. Enrolled Affiliate's Enterprise.
   a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
      - [x] Enrolled Affiliate only
      - [ ] Enrolled Affiliate and all Affiliates
      - [ ] Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
      - [ ] Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded.
   b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.
   Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.
   a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.
      Name of entity (must be legal entity name)* Pacific County
      Contact name* First Andy Last Seaman
      Contact email address* aseaman@co.pacific.wa.us
      Street address* 300 Memorial Dr. CompuCom Systems, Inc.
      City* South Bend
      State/Province* WA
      Postal code* 98566-1105-
      (For U.S. addresses, please provide the zip + 4, e.g. xxxx-xxxx)
      Country* United States
      Phone* 360-875-9300
      Tax ID
      * indicates required fields
   b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.
Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name** First Andy  Last Seaman  
**Contact email address** aseaman@co.pacific.wa.us  
**Street address** 300 Memorial Dr. CompuCom Systems, Inc.  
**City** South Bend  
**State/Province** WA  
**Postal code** 98586-1105-  
(For U.S. addresses, please provide the zip + 4, e.g. x xxxx-xxxx)  
**Country** United States  
**Phone** 360-875-9300  

**Language preference.** Choose the language for notices. English  
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
* indicates required fields

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.  
☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)  

**Contact name**: First Andy  Last Seaman  
**Contact email address** aseaman@co.pacific.wa.us  
**Phone** 360-875-9300  
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
* indicates required fields

d. **Reseller information.** Reseller contact for this Enrollment is:  

**Reseller company name** SoftwareONE, Inc.  
**Street address** (PO boxes will not be accepted) 20875 Crossroads Circle, Suite 1  
**City** Waukesha  
**State/Province** WI  
**Postal code** 53186-4093  
**Country** United States  
**Contact name** MS* Admin  
**Phone** 262-317-5555  
**Contact email address** ms-admin.us@softwareone.com  
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

```plaintext
Signature* 

Printed name* 

Printed title* 

Date* 

* indicates required fields
```

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the
other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact and Online Administrator remains the default.

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☐ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.
Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** Pacific County
**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (not the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

<table>
<thead>
<tr>
<th>Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description</th>
<th>Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number</th>
<th>Transfer SA Benefit Contact</th>
<th>Transfer MSDN Subscribers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Enrollment</td>
<td>6889390</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
Program Signature Form

MBA/MBSA number

Agreement number 01E73965

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

<table>
<thead>
<tr>
<th>Contract Document</th>
<th>Number or Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Enrollment (Indirect)</td>
<td>X20-10634</td>
</tr>
<tr>
<td>Sub250 Form</td>
<td>W29</td>
</tr>
<tr>
<td>Product Selection Form</td>
<td>0885708.003_PSF</td>
</tr>
</tbody>
</table>

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* Pacific County

Signature*

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Microsoft Affiliate

Microsoft Corporation

Signature

Printed First and Last Name

Printed Title

Signature Date

Agreement Effective Date

Note: (may be different than Microsoft's signature date)
Optional 2nd Customer signature or Outsourcer signature (if applicable)

<table>
<thead>
<tr>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Entity (must be legal entity name)*</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed First and Last Name*</td>
</tr>
<tr>
<td>Printed Title</td>
</tr>
<tr>
<td>Signature Date*</td>
</tr>
</tbody>
</table>

*Indicates required field

<table>
<thead>
<tr>
<th>Outsourcer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Entity (must be legal entity name)*</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed First and Last Name*</td>
</tr>
<tr>
<td>Printed Title</td>
</tr>
<tr>
<td>Signature Date*</td>
</tr>
</tbody>
</table>

*Indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer’s channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA
The parties agree that the Enrollment is amended as follows:

1. **On the first page of the Enrollment, the following is added after the second paragraph:**

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. **Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:**

   a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

      (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

      (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

      (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

      (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its Initial order and on any additional orders.

      (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. **Software Assurance renewal.**

   **Renewing Software Assurance:** If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

**Software Assurance Addition.** Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.
Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

<table>
<thead>
<tr>
<th>Program</th>
<th>License ID Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise</td>
<td>6889390</td>
<td>12/31/2017</td>
</tr>
</tbody>
</table>
## Enrolled Affiliate’s Enterprise Products and Enterprise Online Services summary for the initial order:

<table>
<thead>
<tr>
<th>Profile</th>
<th>Qualified Devices</th>
<th>Qualified Users</th>
<th>Device / User Ratio</th>
<th>Enterprise Product Platform</th>
<th>CAL Licensing Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise</td>
<td>209</td>
<td>188</td>
<td>1.1</td>
<td>Yes</td>
<td>User Licenses</td>
</tr>
</tbody>
</table>

## Products

### Office Professional Plus
- Office Professional Plus: 209

### Client Access License (CAL)
- Core CAL: 188

### Windows Desktop
- Windows Enterprise OS Upgrade: 209

## Enrolled Affiliate’s Product Quantities:

<table>
<thead>
<tr>
<th>Price Group</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>209</td>
<td>188</td>
<td>188</td>
<td>209</td>
</tr>
</tbody>
</table>

## Enrolled Affiliate’s Price Level:

<table>
<thead>
<tr>
<th>Product Offering / Pool</th>
<th>Price Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.</td>
<td>D</td>
</tr>
<tr>
<td>Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.</td>
<td>D</td>
</tr>
<tr>
<td>Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.</td>
<td>D</td>
</tr>
<tr>
<td>Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.</td>
<td>D</td>
</tr>
</tbody>
</table>
Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set as described above, based upon the quantity to price level mapping below:

<table>
<thead>
<tr>
<th>Quantity of Licenses and Software Assurance</th>
<th>Price Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,399 and below</td>
<td>A</td>
</tr>
<tr>
<td>2,400 to 5,999</td>
<td>B</td>
</tr>
<tr>
<td>6,000 to 14,999</td>
<td>C</td>
</tr>
<tr>
<td>15,000 and above</td>
<td>D</td>
</tr>
</tbody>
</table>

**Note 1:** Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

**Note 2:** Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

**Note 3:** Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

**Note 4:** If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.
AGENDA REQUEST FORM

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

DOCC ACTION: ☐ APPROVED ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ 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: Department of Public Works

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

SIGNATURE: __________________________ DATE: 12/30/17

NARRATIVE OF REQUEST:

Request to replace #40-1998 Chevrolet C3 Pickup, #65-2012 Dodge Ram 1500 and #737 rubber tired roller as per approved budget request.

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

Approve replacement of vehicle #40 a 1998 Chevrolet C3 pickup, vehicle #65 a 2012 Dodge Ram 1500, and equipment #737 a rubber tire roller, subject to adequate budget appropriations.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>513,473.44</td>
<td>301,016.43</td>
<td>813,246.23</td>
<td>542,579.00</td>
<td>734,678.00</td>
<td>646,481.26</td>
<td>$207,000.00</td>
<td>$207,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>513,473.44</td>
<td>301,016.43</td>
<td>813,246.23</td>
<td>542,579.00</td>
<td>734,678.00</td>
<td>646,481.26</td>
<td>$207,000.00</td>
<td>$207,000.00</td>
</tr>
</tbody>
</table>

List of Fiscal Year 2018 Capital Outlays:

**DPW Communications**
- Tower Analysis Megger
  - Replace SCADA 488, 499, 494, 498, PCAF
  - Replace Battery 489
  - **$15,000.00**
  - **$30,000.00**
  - **$12,000.00**

**DPW Roads**
- Replace 737
  - **$70,000.00**
- Replace 040
  - **$70,000.00**
- Replace 065
  - **$35,000.00**
- **Apply $25,000 of depreciation reserves to purchase**
  - **($25,000.00)**

**Health**
- Enterprise vehicle: (2) Escape and (1) Versa
  - **TBD**

**Sheriff**
- Enterprise vehicles: (3) Ford Interceptors
  - **TBD**

**TOTAL**
  - **$207,000.00**
  - **$207,000.00**
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: □ OTHER:

□ REVIEW: □ Clerk of the Board □ Risk Mgmt □ Legal Required

□ TIME:

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ NDC □ Superior Court

□ CF □ Auditor □ EMA □ PACCOM □ Treasurer

□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt

□ Civil Service □ Heath □ 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 Director

PHONE / EXT: 2655

SIGNATURE: Tim Crose

DATE: 12-29-2017

NARRATIVE OF REQUEST

Request to approve the attached "Towing and Impound Service MOU" as well a "Towing and Impound Service Agreement" between Pacific County and a potential service provider.

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

Approve issuance of Request for Proposal for Towing and Impound Services

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
REQUEST FOR PROPOSAL (RFP)
TOWING AND IMPOUND SERVICE

I. INTRODUCTION

Pacific County is issuing this RFP to invite prospective towing and impound service contractors that are interested in providing their services to submit a proposal.

II. TIME SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>January 9, 2018</td>
<td></td>
</tr>
<tr>
<td>RFP Due</td>
<td>February 2, 2018</td>
<td>4:00PM</td>
</tr>
<tr>
<td>Selection of finalist(s)</td>
<td>February 6, 2018</td>
<td></td>
</tr>
<tr>
<td>Award of RFP/Contract</td>
<td>February 13, 2018</td>
<td></td>
</tr>
</tbody>
</table>

These dates are estimates and subject to change by the County.

III. SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed envelope and clearly marked “Confidential-RFP for Towing and Impound Service”. All proposals must be received by the County by 4:00PM on February 2, 2018. The original and two (2) copies of all required bid documents must be presented. No faxed, e-mailed, or telephone proposals will be accepted. Submit all proposals either by mail or hand delivery to: Shawn Humphreys, Deputy Director, Department of Community Development, 7013 Sandridge Rd, Long Beach, WA 98631 or 1216 W. Robert Bush Drive/P O Box 68, South Bend, WA 98586.

IV. QUESTIONS

All questions regarding the RFP process or the scope of work or evaluation process should be addressed to Shawn Humphreys, Deputy Director, at shumphreys@co.pacific.wa.us. All answers and the questions will be sent via email to all respondents.

V. SCOPE OF WORK

The successful bidder will be responsible for towing and impounding (if necessary) abandoned vehicles at the County’s request. The bidder must indicate which geographical area(s) of the county they are bidding to provide service. Towing must occur within 48 hours of the County’s request. The successful bidder will also be responsible for completing all necessary local, state and federal paperwork necessary to dispose of vehicles and all costs associated with towing and impounding.
VI. REQUIREMENTS

For consideration potential contractors are required to submit the following:

1. Contractor Name, address and Registered Tow Truck Operator license number
2. Contact Person and contact information
3. Description of Company and experience providing towing and impound service including physical location, description and capacity of impound facility(s).
4. Geographical Area of Service. Indicate all that apply to your proposal (see Attachment A for map of areas).
   a. Long Beach Peninsula
   b. Naselle
   c. Bay Center
   d. South Bend, Raymond, and Willapa Valley
   e. Tokeland
5. Per Vehicle Bid for each of the following services listed below. If there will be a different rate for services provided in different geographical areas of the county please complete the information for each area you are proposing to serve.
   a. Towing of passenger vehicles
   b. Towing of recreational vehicles
   c. Impounding of passenger vehicles
   d. Impounding of recreational vehicles
6. Any additional charges or compensation

VII. TERMS AND CONDITIONS

1. Pacific County intends to award this contract to the Bidder that is deemed to be the best and most responsive and will provide the most comprehensive and high quality service to the County.

2. The County reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request.

3. The County reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

4. The County reserves the right to request clarification of information submitted, and to request additional information on any proposal.

5. The County reserves the right to award any contract to the next most qualified bidder, if the successful bidder does not execute a contract within 30 days of being notified of selection.
6. Any proposal may be withdrawn up until the date and time set above for selection of successful candidate. The contract resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County, and shall reflect the specifications in this RFP. A sample of the County’s standard Professional Services Agreement is available for review (see Attachment B). The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the County Attorney’s office. The County shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.

VIII. PUBLIC RECORDS ACT

The Public Records Act, RCW 42.56, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the County may be subject to a public records request. If the Bidder in good faith believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. The County will also independently make a good faith review of documents subject to a public records request for statutory exemptions. If there is a request for a document submitted by the Bidder that the County believes contains potentially exempt material, the County will notify the Bidder before its release. However, by submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for improper or illegal release of confidential information if the Bidder did not notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act. The Bidder agrees to hold harmless and to indemnify to the fullest extent of the law the County from third-party claims (such as from a subcontractor or others) for improper or illegal release of exempt information pursuant to a public records request for documents supplied by a bidder.
TOWING AND IMPOUND SERVICES AGREEMENT

This AGREEMENT is by and between Pacific County, Board of County Commissioners, P O Box 187, South Bend, WA 98586 and ________________________.

In this AGREEMENT, the party who is contracting to receive services shall be referred to as the “COUNTY” and the party who will be providing the services shall be referred to as the “CONTRACTOR”.

The COUNTY occasionally needs to remove vehicles from county rights-of-way. The CONTRACTOR has the ability to perform such services. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The CONTRACTOR will provide towing and impound services in accordance with their RFP, that is attached to this AGREEMENT (Attachment A) and incorporated herein by reference. The COUNTY will notify the CONTRACTOR when this service is needed and provide any necessary information to the CONTRACTOR to allow the CONTRACTOR to complete the removal of the vehicle(s).

2. RESPONSIBILITIES. The CONTRACTOR agrees to tow and impound (if necessary) abandoned vehicles at the County’s request. Towing shall occur within 48 hours of the County’s request. The CONTRACTOR is responsible for completing all necessary local, state and federal paperwork necessary to dispose of vehicles and all costs associated with towing and impounding.

3. PAYMENT. All payments will be received in accordance with the laws of the State of Washington and Section VI of the CONTRACTOR’s RFP (Attachment A).

Disbursements will be made on or prior to the twentieth day of the month following collection together with an account report relating to each payment to meet the COUNTY’s requirements. No reduced settlements will be made of the COUNTY’s accounts without prior consent.

4. TERM. The term of this AGREEMENT shall be for one (1) year; effective ______________ through ______________.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the CONTRACTOR is an independent contractor and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.

6. INDEMNIFICATION.

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

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

C. Survival of Contractor’s Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

7. INSURANCE. Without limiting the CONTRACTOR’S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

A. General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

B. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
C. **Workers’ Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

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

E. **Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

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

8. **ASSIGNMENT.** The CONTRACTOR’s obligations under this AGREEMENT may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the COUNTY.

9. **NOTICES.** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.

10. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This AGREEMENT supersedes any prior written or oral agreements between the parties.

11. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CONTRACTOR has violated any of the provisions herein, or if the COUNTY deems the CONTRACTOR’s performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished
documents and work papers prepared by the COUNTY pursuant to this AGREEMENT shall, at the option of the CONTRACTOR become its property, and the COUNTY will be paid for service performed up to the date of the contract termination.

Upon termination, if requested in writing, the CONTRACTOR must cancel collection action on all COUNTY accounts within thirty (30) days of receiving such notice or legal action has been commenced on an account.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver of limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.

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

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

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.
14. ATTORNEY’S FEES/COST OF SUIT AND VENUE. If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit.

A. Disputes. Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

B. Choice of Law, Jurisdiction and Venue. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

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

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

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

15. CONTRACT PROVISIONS. Payments due to the CONTRACTOR under this Agreement are expressly conditioned upon the CONTRACTOR’S strict compliance with all insurance requirements under this Agreement. Payment to the CONTRACTOR shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Provider/Contractor.
IN WITNESS WHEROF the parties hereto have caused this AGREEMENT to be executed this 
_________ day of ____________________ , 2018.

CONTRACTOR

_________________________ Date

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

_________________________
Lisa Olsen, Chair

APPROVED AS TO FORM

_________________________
Frank Wolfe, Commissioner

Prosecutor’s Office   WSBA #

_________________________
Lisa Ayers, Commissioner

ATTEST

_________________________ Date
Marie Guernsey
Clerk of the Board
**AGENDA REQUEST FORM**

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
<td></td>
</tr>
<tr>
<td>□ CONTINUED TO DATE:</td>
<td>TIME:</td>
<td></td>
</tr>
<tr>
<td>□ OTHER:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Agenda Item #: 10**

Initial: ___________________________ Date: ___________________________

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

**DISTRIBUTION LIST:**

- [ ] RF
- [ ] CF
- [ ] SEA
- [ ] Assessor
- [ ] DPW
- [ ] NDC
- [ ] Superior Court
- [ ] Auditor
- [ ] EMA
- [ ] PACCOM
- [ ] Treasurer
- [ ] Clerk
- [ ] Fair
- [ ] Prosecutor
- [ ] Veg Mgmt
- [ ] CivilService
- [ ] 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.

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIVISION (if applicable):</td>
<td></td>
</tr>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Mary P. Goelz, Director</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td>2644</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

**NARRATIVE OF REQUEST**

Request the Board convert six current contracted personnel to casual employee status effective January 1, 2018. This change is at the request of the Auditor's office. Their pay will remain at their current contract level except for our two interpreters as we had included an increase in hourly rate based on their long term contract and no pay increase since they began over 10 years ago. I have attached the change in employment status for each contracted personnel.

MA, ARNP for our family planning program
DG, RD for our WIC appointment
SB, PHN for school nurse coverage
SC, PHN for school nurse coverage
MS, Interpreter
BF, Interpreter

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

Approve conversion of contract personnel to casual employees, effective January 1, 2018, as follows: Marnie Schumacher-Advanced Registered Nurse Practitioner, Denise Garoutte-Bell-Registered Dietitian, Sharon Block-Public Health Nurse, Shelley Carter-Public Health Nurse, Beatrice Fabiano-Interpreter, Maria Smith-Interpreter, all subject to adequate budget appropriations and in accordance with Section 1.11 of the Local 367C Collective Bargaining Agreement.

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
Approve Consolidated Contract #CLH18256 with WA State Department of Health for a variety of health programs/services and authorize Director to sign, and note a supplemental will be required for additional funding in the amount of $42,000 to provide Foundational Public Health Services.
Name of Contractor: Washington State Department of Health

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
2018-2020 Consolidated Contract

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)
Indicate type ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

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

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

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

☐ Small PW Process (<$300,000) ☐ PW Project (>300,000)
Equipment, Materials, & Supplies (RCW 36.32): ☐ < $5,000 (attach 3 bids) ☐ $5,000-$25,000 (use small works roster) ☐ >$25,000 (competitive bids)

Services / Leases:
☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

☐ PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggyback")
Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

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

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

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

TOTAL TAX: ☐

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: ☐118 XXX.XXX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No ☐ SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No ☐ DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
2018 - 2020

WASHINGTON STATE
DEPARTMENT OF HEALTH

CONSOLIDATED CONTRACT
Table of Contents

1. Purpose .......................................................................................................................... 3
2. Statements of Work ......................................................................................................... 3
3. Exhibits ............................................................................................................................. 3
4. Definitions ....................................................................................................................... 3
5. Funding and Billing ......................................................................................................... 4
6. Contract Management ..................................................................................................... 5
7. Access to Records .......................................................................................................... 5
8. All Writings Contained Herein ....................................................................................... 5
9. Assignment ....................................................................................................................... 5
10. Assurances ..................................................................................................................... 5
11. Confidential Information .............................................................................................. 6
12. Ethics .............................................................................................................................. 6
13. Debarment Certification ................................................................................................. 6
14. Disputes ......................................................................................................................... 6
15. Equipment Purchases .................................................................................................... 6
16. Governing Law and Venue .......................................................................................... 7
17. Independent Capacity .................................................................................................... 7
18. Insurance ....................................................................................................................... 7
19. Licensing, Accreditation and Registration .................................................................. 7
20. Maintenance of Records ............................................................................................... 7
21. Modifications and Waivers .......................................................................................... 7
22. No Third-Party Rights Created ................................................................................... 7
23. Nondiscrimination ........................................................................................................ 7
24. Order of Precedence ..................................................................................................... 8
25. Ownership of Material/Rights in Data ........................................................................ 8
26. Publications ................................................................................................................... 8
27. Responsibility for Actions ............................................................................................ 8
28. Loss or Reduction of Funding ..................................................................................... 8
29. Severability ................................................................................................................... 8
30. Subcontracts ................................................................................................................. 8
31. Subrecipient .................................................................................................................. 9
32. Survivability .................................................................................................................. 9
33. Term ............................................................................................................................... 9
34. Termination for Convenience ...................................................................................... 9
35. Termination for Default .............................................................................................. 9
36. Termination Procedure ............................................................................................... 9

**Standard Federal Certifications and Assurances** .......................................................... 11

Federal Assurances – Non-Construction Programs ............................................................ 16
CONSORTIUM CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as “DOH”)
and
PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT
(Referred to as “LHJ”)
for
THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF

January 1, 2018 through December 31, 2020

1. Purpose
   This Contract is entered into in accordance with RCW 43.70.520, RCW 43.70.580, the general statutory powers of the Secretary of the Department of Health (DOH), including at RCW 43.70.040, the general statutory powers of local health jurisdictions (LHJs), including at RCW 70.05.060, RCW 70.08.020, and RCW 70.46.060, and the authority for joint or cooperative action provided for under chapter 39.34 RCW. The purpose of this Contract is to define the parties’ joint and cooperative relationship. The contract and all statements of work adopted under its provisions are intended to implement applicable objectives under the Public Health Improvement Plan and to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH.

2. Statements of Work
   The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract are described in Exhibit A, Statements of Work. Each statement of work shall comply with the performance-based criteria under RCW 43.70.580(2)(b).

   The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth in Exhibit A, Statements of Work.

3. Exhibits
   This Contract incorporates by reference the following Exhibits:
   • Exhibit A - Statements of Work
   • Exhibit B - Allocations
   • Exhibit C - Schedule of Federal Awards

4. Definitions
   As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

   “Budget, Accounting, and Reporting System (BARS)”: The system designed by the State Auditor’s office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

   “Client”: An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

   “Catalog of Federal Domestic Assistance (CFDA)”: The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

   “Confidential Information”: Information protected from disclosure under federal or state law.
“Contract Coordinator”: Each party’s designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of $5,000 or more or as otherwise provided in the Exhibit A, Statements of Work.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Exhibit A, Statements of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

5. Funding and Billing
   A. DOH shall pay the LHJ for services as set forth in the Exhibit A, Statements of Work, not to exceed funding amounts as detailed in the Contract Allocations, Exhibit B, for those services provided herein.

   The LHJ will advise the Program Contact identified in the applicable Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

   B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.

   C. Total consideration for this Contract is $456,886, or as amended.

   The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located on the DOH website, www.doh.wa.gov.
   DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.
D. The LHJ will submit a BARS A financial report by April 15 for the prior calendar year.

6. **Contract Management**
   Unless otherwise specified in the Contract, the following individuals are the contacts ("Contract Coordinators") for all notices required or permitted under this Contract:

<table>
<thead>
<tr>
<th>LHJ Contract Coordinator:</th>
<th>DOH Contract Coordinator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mary Goelz</td>
<td>Name: Brenda Henrikson</td>
</tr>
<tr>
<td>Title: Director</td>
<td>Title: Contracts Specialist</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>Mailing Address:</td>
</tr>
<tr>
<td>PO Box 26, South Bend WA 98586-0026</td>
<td>PO Box 47905, Olympia WA 98504-7905</td>
</tr>
<tr>
<td>Physical Address:</td>
<td>Physical Address:</td>
</tr>
<tr>
<td>1216 Robert Bush Drive, South Bend WA 98586</td>
<td>101 Israel Rd. SE, Tumwater WA 98501-5570</td>
</tr>
<tr>
<td>Phone: 360-875-9343</td>
<td>Phone: 360-236-3933</td>
</tr>
<tr>
<td>Fax: 360-875-9323</td>
<td>Fax: 360-236-2401</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:mgoelz@co.pacific.wa.us">mgoelz@co.pacific.wa.us</a></td>
<td><a href="mailto:brenda.henrikson@doh.wa.gov">brenda.henrikson@doh.wa.gov</a></td>
</tr>
</tbody>
</table>

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Exhibit A, Statements of Work, and on the DOH website at www.doh.wa.gov.

7. **Access to Records**
   To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

8. **All Writings Contained Herein**
   This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

9. **Assignment**
   Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH’s Contracting Officer, which consent shall not be unreasonably withheld.

10. **Assurances**
    The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state and local laws, rules, and regulations.

    The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:
    1. Standard Federal Certifications and Assurances
    2. Federal Assurances for Non-Construction Programs

2018-2020 Consolidated Contract
11. Confidential Information

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as “Confidential Information/Notice Requested.” The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. If a third party requestor seeks information that has been marked “Confidential Information/Notice Requested,” notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

12. Ethics

Both parties and their officers shall comply with all ethics laws applicable to their activities under this Contract, including Chapters 42.23 and 42.52 RCW. If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to the Disputes section of this Contract.

13. Debarment Certification

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

14. Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator’s fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget’s (OMB’s)
Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency’s regulations.

16. Governing Law and Venue
The laws of the state of Washington govern this Contract. In the event of a lawsuit by the LHJ against DOH arising under this Contract, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DOH against the LHJ arising under this Contract, venue shall be proper only in the county in which the LHJ is located or in either of the two nearest judicial districts within the meaning of RCW 36.01.050.

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

18. Insurance
The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required by this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

19. Licensing, Accreditation and Registration
The LHJ shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this Contract.

20. Maintenance of Records
Each party to this Contract shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

21. Modifications and Waivers
This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

22. No Third-Party Rights Created
This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

23. Nondiscrimination
During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the LHJ’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the LHJ may be declared
ineligible for further contracts with DOH. The LHJ shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

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

- Applicable state and federal statutes, and local laws, rules and regulations.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

25. Ownership of Material/Rights in Data
Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ’s approval, it assumes all liability for doing so.

26. Publications
Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

27. Responsibility for Actions
Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

28. 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 contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH’s discretion under those new funding limitations and conditions.

29. Severability
If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

30. Subcontracts
The LHJ may subcontract any or all of the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.
The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

31. **Subrecipient**
For those activities designated as “subrecipient” on Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB’s Uniform Guidance at 2 CFR 200, Subparts D (Administrative Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations. If the LHJ expends $500,000 or more in federal awards from all sources, it is responsible for obtaining appropriate audits. If the LHJ expends $750,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

32. **Survivability**
The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Termination for Convenience, Termination for Default, and Termination Procedure.

33. **Term**
This Contract will be in effect following execution by the parties from January 1, 2018 through December 31, 2020, unless terminated earlier as provided herein.

34. **Termination for Convenience**
Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days’ advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH’s written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH’s written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

35. **Termination for Default**
(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (30) days of the date of the notice, or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

36. **Termination Procedure**
Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount determined by DOH’s Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH’s Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the “Disputes” clause of this Contract.
DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH’s Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent reasonably directed by DOH’s Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH’s Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as reasonably directed by DOH’s Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by DOH’s Contracting Officer; and,
- Take such action as may be necessary, or as DOH’s Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT

Signature
Title: ________________________________
Print Name: ___________________________
Date: ________________________________

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Signature
Title: ________________________________
Print Name: ___________________________
Date: ________________________________
Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally-funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

   Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

B. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

C. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:
   1) The Dangers of drug abuse in the workplace;
   2) The contractor’s policy of maintaining a drug-free workplace;
   3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

B. If any funds other than Federally 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying
Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)
   The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
   Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children’s services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION
   By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if, at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

E. The prospective contractor agrees by submitting this contract 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.

F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

G. 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Nonprocurement List (of excluded parties).

H. 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 dealings.

I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. of this certification; and

4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

**AUTHORIZED SIGNATURE REQUIRED**

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Federal Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Uniform Guidance at 2 CFR 200, Subpart F.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**AUTHORIZED SIGNATURE REQUIRED**

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DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2018 ................................................................. 2
DOH Program Name or Title: Office of Emergency Preparedness & Response - Effective January 1, 2018 ................................................................. 6
DOH Program Name or Title: Office of Immunization & Child Profile - Effective January 1, 2018 ................................................................. 11
DOH Program Name or Title: Recreational Shellfish Activities - Effective January 1, 2018 ................................................................. 17
DOH Program Name or Title: Suicide Prevention Works! - Effective January 1, 2018 ................................................................. 19
DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education Effective January 1, 2018 ................................................................. 26
DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2018 ................................................................. 33
Accept Request for Proposal for Indigent Defense Services from Scott Harmer and approve the Indigent Defense Contract, effective January 1, 2018 thru December 31, 2021, subject to adequate budget appropriations and authorize Chair to sign.
INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(SCOTT HARMER)

THIS CONTRACT is entered into by the District Court Judge for South Pacific County and hereinafter referred to as "JUDGE"; Scott Harmer, P O Box 1018, South Bend, Washington 98586; hereinafter referred to as "CONTRACTOR". According to the terms of this contract, the Standards for Indigent Defense, and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

DUTIES OF CONTRACTOR

Each CONTRACTOR shall be responsible for representing persons who are or have been arrested or charged with any criminal offense or violation of probation before the South District Court in Pacific County, Washington, when ordered to do so by the court or conditionally at the request of an arrested defendant prior to his/her first appearance in court subject to review by the Court. The services provided by each CONTRACTOR also shall include, but not be limited to, the preparation of judgment motions, (modification of judgments, motion for furlough, motion for special examinations, etc.) and preparation and filing of a notice of appeal in cases where an appeal is requested by respondent.

Each CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159 and the Standards for Indigent Defense. Each CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed;

Each CONTRACTOR agrees to have a business telephone line(s), a fax machine, and an answering machine accessible without long distance charges. Each CONTRACTOR agrees that he/she will accept collect telephone calls from his/her clients. The CONTRACTORS do not have to accept collect telephone calls from clients who are abusive toward him/her or who make repeated collect calls that are unnecessary. The CONTRACTORS agree that he/she will maintain reasonable contact...
with his/her clients and respond to indigent client requests in a timely fashion. Each CONTRACTOR agrees that they will provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a “conflict” means the Court’s ruling that there is an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR’S contemporaneous “outside” employment. Scheduling difficulties, vacation periods, and illness shall not constitute a “conflict”. The following coverage shall be provided within the terms of this contract:

CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

CONTRACTOR is responsible for making appropriate arrangements during any periods when he/she is unavailable due to medical reasons or when he/she is on vacation.

CONTRACTOR is responsible for winding down his or her representation nearing the end of the contract term. While the court shall make every effort to aid in the transfer of cases should this contract not be renewed, it shall also be the duty of the CONTRACTOR to insure that the rights of indigent clients be maintained during this transition. The JUDGE will entertain motions for compensation by the CONTRACTOR for representation duty provided past the term of this CONTRACT.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court’s discretion. The CONTRACTOR shall keep the court apprised of his desires in this regard. The JUDGE agrees to give strong consideration to the CONTRACTOR preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed CONTRACTOR, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. Each CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his e-mail address(s) for notification purposes. Notice of all appointments shall be forwarded to all the CONTRACTORs by e-mail. Counsel or their designee shall check for appointments daily, Monday through Friday.
CONTRACTOR agrees to be responsible for active indigent cases that previously had been assigned to other CONTRACTORs upon order of the Court and subject to case load limits.

The CONTRACTORS shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

**PAYMENT**

In consideration of such services, each CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2018 as follows:

Scott Harmer $5,873.22 /per month South District Court 1st

The total contract for the Calendar Years 2019, 2020 and 2021 will be increased by the same percent cost of living increase, if any, that is provided to non-union Pacific County management employees effective January 1, 2019, January 1, 2020, January 1, 2021.

The CONTRACTOR agrees that in providing services in his capacity under this contract the CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF PACIFIC COUNTY. The CONTRACTOR hereby agrees not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of PACIFIC COUNTY as it pertains to providing services under this contract.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

Each CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

Each CONTRACTOR shall not charge a fee to any client who is assigned to him/her for work performed under this contract.

Each CONTRACTOR’S ordinary business expenses are deemed included in the above rate. The CONTRACTOR’S ordinary business expenses include, but are not
limited to, those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, CONTRACTOR must petition a Court for authorization to incur those expenses to be paid by the Court.

INDEMNIFICATION

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

This indemnification shall survive the term of this Agreement.

INSURANCE

The CONTRACTOR shall maintain, and provide proof of occurrence based general business and professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY’s. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker’s compensation insurance, etc. for any and all of its employees as might apply.

The CONTRACTOR agrees to purchase “tail” insurance at the above policy limit on completion of this CONTRACT to cover those clients served during the term of all indigent defense services contract with the Court unless otherwise covered.
MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The District Court Judge may periodically monitor, evaluate and review the performance of the CONTRACTORS as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159 and the Standards of Indigent Defense. The District Court Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR’S duties shall not be delegated or assigned without court permission. However, the CONTRACTOR’S routine court hearing coverage by others for absences due to illness or vacation shall not constitute “delegation” or “assignment” for purposes of this clause. There shall be no more than five “routine” substitutions per year without approval by the JUDGE. This is intended to be a personal services contract for which the JUDGE is entering the agreement because of the quality of service by the CONTRACTOR and not his or her employee.

TERMS AND TERMINATION

1) This contract shall be deemed to have commenced on January 1, 2018 and shall continue through December 31, 2021.
2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.
3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for “good cause”.

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.
QUALIFICATIONS AND TRAINING

Each CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate or suspend this agreement immediately with respect to the CONTRACTOR who is no longer qualified to practice law in the State of Washington by providing written notice to that CONTRACTOR. Written notice shall be given to any other CONTRACTOR who is a party to this agreement and any subcontractor. The CONTRACTORS shall each complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

NON-DISCRIMINATION IN SERVICES

Each CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. Each CONTRACTOR agrees that no person who works for the CONTRACTORS or seeks employment with the CONTRACTORS or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

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

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.
ENTIRE CONTRACT

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

Dated this ______ day of ____________________, 20______.

SOUTH DISTRICT COURT JUDGE:  

Nancy R. McAllister  
Date

CONTRACTORS:

Scott Harmer  
Date

CONFIRMED BY:  
Board of Commissioners  
Pacific County, Washington

ATTESTED:

Lisa Olsen  
Chairman  
Date

Clerk of the Board  
Date
Approve purchase of a three year subscription to Inventory Control System from Asset Panda in the amount of $4,830.19, plus applicable tax, subject to adequate budget appropriations.
Name of Contractor: Asset Panda, LLC

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

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

Indicate type:
- [ ] Intergovernmental/Interagency
- [ ] Employment/Special Services Agreement
- [ ] Federal Contract
- [ ] Memorandum of Understanding/Agreement
- [ ] Interoffice/Interdepartmental
- [ ] State Contract
- [ ] Private Organization/Individual
- [ ] Public Organization/Jurisdiction
- [ ] Sub-Recipient
- [ ] Other

Contractor Type (check all that apply):
- [ ] For-Profit
- [ ] Non-Profit
- [ ] State
- [ ] Federal

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

Type of Request (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

Public Works Project (RCW 39.04):
- [ ] Limited PW Process (<$35,000)
- [ ] Limited PW Process (<$40,000)
- [ ] Small PW Process (<$300,000)
- [ ] PW Project (>=$300,000)

Equipment, Materials, & Supplies (RCW 36.32):
- [ ] <$5,000 (attach 3 bids)
- [ ] $5,000-$25,000 (use small works roster)
- [ ] >$25,000 (competitive bids)

Services / Leases:
- [ ] Architectural & Engineering
- [ ] Lease (Personal Property i.e. copier, printer)
- [ ] Telecomm & Data Processing
- [ ] Personal Services
- [ ] Lease (Real)
- [ ] Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

- [ ] Insurance/Bonds
- [ ] Single (Soi) Source Purchase*
- [ ] Emergency Event (Purchases/Public Works)
- [ ] Special Facilities/Market Conditions

*Resolution Required

Purchase Under Another Agency's Contract ("Piggyback")

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

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

Background/Summary (Include date of prior workshop and/or action, if applicable):

Undersheriff Clark, Chief Deputy Rowlett, Director McDougall and Evidence Clerk Medina reviewed three systems. This system was the most cost effective and most efficient for our intended use.

Total Cost/Amount (Include sales & use tax): 5216.61
Total Tax: 386.42

Total Shipping/Handling: 0.00

Expenditure Fund #: 102: XXX.XXX.XX.XX

Expenditure Budgeted? [ ] Yes [ ] No

Supplemental Required? [ ] Yes [ ] No

In-Kind Match Required? [ ] Yes [ ] No

Describe Match:

Matching Funds Required? [ ] Yes [ ] No

Amount of Matching Funds:
Asset Panda, LLC
3001 Dallas Parkway, Ste. 590
Frisco, TX 75034

Proposal for:
Pacific County Washington

Date: 12/27/2017
Account Manager: Sam McDonald
Phone: 469.269.5795
Email: sam@assetpanda.com

<table>
<thead>
<tr>
<th>Item: 1,000 Assets</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-year subscription</td>
<td>$4,830.19</td>
</tr>
</tbody>
</table>

Included Features:

- Unlimited users
- Unlimited tech support
- Barcode scanning via your mobile device
- Cloud-based storage
- Unlimited fields and custom reporting
- Free mobile app with unlimited downloads
- Open API
- Multiple Integration Options

Custom Implementation Includes:

- Data upload
- Custom fields and groups
- Reports
- User configuration
- Workflow implementation
- Web training

Tax will be applied for Texas customers only. All prices in USD.
The information contained in this quotation (and any files transmitted with it) is considered confidential. It is intended only for the use of the individual(s) or entity named above.

https://www.assetpanda.com/terms-use/
Confirm increase of Security State Bank Visa from $2,000 to $4,000 in accordance with the Pacific County Credit Card/Account Policy.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: __________________________

□ CONTINUED TO DATE: __________________________  TIME: __________________________

□ OTHER: __________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ PACCOM  □ Superior Court
□ CF  □ Auditor  □ PCEMA  □ PC Fair  □ Treasurer
□ SEA  □ Clerk  □ Health  □ Prosecutor  □ Veg Mgmt
□ CivilService  □ 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:  DATE: January 2, 2018

NARRATIVE OF REQUEST

Consider adopting the attached resolution regarding fiscal year 2017 budget category transfers.

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

Adopt Resolution 2018-_____ pertaining to fiscal year 2017 category transfers
**AGENDA REQUEST FORM**

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

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<thead>
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<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
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<tr>
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<td>□ DEFERRED TO:</td>
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<td>□ TIME:</td>
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<td>□ OTHER:</td>
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**Agenda Item #:** 16

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<th>Initial:</th>
<th>Date:</th>
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</table>

**Review:***

- □ Clerk of the Board
- □ Risk Mgmt
- □ Legal Required

**DISTRIBUTION LIST:**

- □ RF
- □ CF
- □ SEA
- □ Assessor
- □ Auditor
- □ Clerk
- □ CivilService
- □ DCD
- □ DPW
- □ EMA
- □ Fair
- □ Health
- □ Juvenile
- □ NDC
- □ PACCOM
- □ Prosecutor
- □ SDC
- □ Sheriff
- □ Superior Court
- □ Treasurer
- □ Veg Mgmt
- □ WSU Ext.
- □ 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

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

**SIGNATURE:**

**DATE:** 12/28/2017

**NARRATIVE OF REQUEST**

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

Adopt Findings of Fact # ______ thru # ______ and Conclusions of Law #_______ thru #________ pertaining to the adoption of Land Use/Zoning Ordinance No. 184
ORDINANCE NO. 184
FINDINGS OF FACT

1. Pacific County found minor errors in Ordinance No. 178 after its adoption on December 13, 2016.

2. These errors are required to be resolved in order for the land use regulations to be implemented correctly.

3. A SEPA determination of non-significance was not required for these corrections.

4. The Board of Pacific County Commissioners held a public hearing on December 12, 2017 in accordance with Process Ordinance No. 177 and continued that hearing to December 21, 2017.

5. There was no public comment against the proposed corrections or amendment of this ordinance.

If any Finding is in truth a Conclusion of Law, or if any Conclusion stated is in truth a Finding or Fact, it shall be deemed so.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

ATTEST:

________________________
Frank Wolfe, Commissioner

________________________
Marie Guernsey, Clerk of the Board

________________________
Lisa Ayers, Commissioner
ORDINANCE NO. 184
CONCLUSIONS OF LAW

1. The Washington State Growth Management Act (GMA), Chapter 36.70A RCW, mandates that Counties and Cities required or choosing to plan under the authority of the Growth Management Act must adopt development regulations consistent with the jurisdictional Comprehensive Plan and state law.

2. Land use/zoning ordinances are considered to be a GMA development regulation by State Law.

3. Pacific County opted to plan under the authority of the Growth Management Act in 1990 via adoption of Pacific County Resolution No. 90-123.

4. Adoption of Ordinance No. 184, Zoning, which is an update to Ordinance No. 178, Land Use, will adequately effectuate the intent of the Pacific County Comprehensive Plan.

5. Ordinance No. 184, Zoning, promotes the health, safety and welfare of the general public and is consistent with GMA requirements.

If any Finding is in truth a Conclusion of Law, or if any Conclusion stated is in truth a Finding or Fact, it shall be deemed so.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Date

Lisa Ayers, Commissioner
**AGENDA REQUEST FORM**

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

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</table>

| SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS | ☐ | |

| NO ACTION TAKEN/WITHDRAWN | ☐ | DEFERRED TO: |

| CONTINUED TO DATE: | | TIME: |

| 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 Guemsey, Clerk of the Board

**PHONE / EXT:**

**SIGNATURE:**

**DATE:** 12/13/2017

**NARRATIVE OF REQUEST**

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

Approve Appendix A of the Memorandum of Agreement with WA State University Extension, effective January 1, 2018 thru December 31, 2018, in the amount of $17,500 and authorize Chair to sign
Name of Contractor: WA State University Extension

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

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of insurance Attached (if required)
Indicate type: ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☒ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

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

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

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

☐ Small PW Process (<$300,000) ☐ PW Project (> $300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < $5,000 (attach 3 bids) ☐ $5,000-$25,000 (use small works roster) ☐ > $25,000 (competitive bids)

Services / Leases: ☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

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

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT ("Piggyback")

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

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

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

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

TOTAL SHIPPING/HANDLING: n/a EXPENDITURE FUND #: 001 XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☑ Yes ☐ No SUPPLEMENTAL REQUIRED? ☑ Yes ☐ No

IN-KIND MATCH REQUIRED? ☑ Yes ☐ No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☑ Yes ☐ No AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
MEMORANDUM OF AGREEMENT
Between
WASHINGTON STATE UNIVERSITY
And
PACIFIC COUNTY

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period of January 1, 2018 through December 31, 2018 to provide an extension program.

FUNDING AMOUNT: $17,500.00

WSU EXTENSION

Mike Gaffney
Extension Director
WSU Extension

Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen
Chair

Date

Daniel G. Nordquist
Associate Vice President
Office of Research Support & Operations

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:
1/9/2018

AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: _______________________

□ CONTINUED TO DATE: ___________  TIME: ______________

□ OTHER: ____________________________________________

AGENDA ITEM #:
18

Initial: _________________________  Date: _________________________

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  □ SOC  □ 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

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

SIGNATURE:  _________________________  DATE: 1/2/2018

PHONE / EXT:

NARRATIVE OF REQUEST

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

Approve the Contract for Technical Services with Pacific County Economic Development Council in the amount of $5,000, effective January 1, 2018 through December 31, 2018, subject to adequate budget appropriations
Name of Contractor: Pacific County Economic Development Council

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

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

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

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

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

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

- Public Works Project (RCW 39.04):
  - ☐ Limited PW Process (<$35,000)
  - ☐ Small PW Process (<$300,000)
  - ☐ Limited PW Process (<$40,000)
  - ☐ PW Project (>=$300,000)

- Equipment, Materials, & Supplies (RCW 36.32):
  - ☐ < $5,000 (attach 2 bids)
  - ☑ $5,000-$25,000, (use small works roster)
  - ☐ >$25,000 (competitive bids)

- Services / Leases:
  - ☐ Architectural & Engineering
  - ☐ Lease (Personal Property i.e. copier, printer)
  - ☐ Telecomm & Data Processing
  - ☐ Personal Services
  - ☐ Lease (Real)
  - ☐ Other (Describe):

To be located at:

- Exceptions to Bidding (Please provide appropriate documentation):
  - ☐ Insurance/Bonds
  - ☐ Emergency Event (Purchases/Public Works)
  - ☐ Single (Sole) Source Purchase*
  - ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)
Please attach the following:
- Copy of intergovernmental agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that agency posted bid/solicitation notice on its website or provided access link to the notice

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

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

**TOTAL COST/AMOUNT (include sales & use tax): $5,000**

**TOTAL TAX: $0**

**TOTAL SHIPPING/HANDLING: n/a**

**EXPENDITURE FUND #:001XXX,XXX,XX,XX**

**EXPENDITURE BUDGETED?** ☑ Yes ☐ No

**SUPPLEMENTAL REQUIRED?** ☐ Yes ☑ No

**IN-KIND MATCH REQUIRED?** ☝ Yes ☐ No

**MATCHING FUNDS REQUIRED?** ☐ Yes ☑ No

**AMOUNT OF MATCHING FUNDS:**

Revised 8/2015
Exhibit A to Resolution No. 2010-013
2018 CONTRACT FOR TECHNICAL SERVICES

Between

Pacific County

and the

Pacific County Economic Development Council

THIS AGREEMENT is entered into this _______ day of ________, 2018, by The County of Pacific, hereinafter referred to as the "County", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

WITNESSETH:

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the County is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the County desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the County;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the County inquiries from businesses and industries indicating an interest in locating in the vicinity of the County and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the County in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the County may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the County's service area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2018, and terminate on the thirty-first of December, 2018. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.

3. Compensation and Method of Payment. The County shall reimburse the EDC for the services as follows:
   (a) The total contract price for the period specified in paragraph 2 shall be $5,000.00
   (b) the $5,000 may be paid in installments; that is, the first $2,500 is due by March 31, 2018 and the last $2,500 is due by September 30, 2018.
(c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the County as are requested.

4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 600 Washington Ave., Raymond, WA 98577 and the County of Pacific, P.O. Box 187, South Bend, WA 98586.

6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state of federal law.

7. Liability. The EDC shall hold the County and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.

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

9. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.

10. Integrated Document. This contract embodies the contract, terms and conditions between the County and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

COUNTY OF PACIFIC

By: ____________________________
Chairman

By: ____________________________
Commissioner

By: ____________________________
Commissioner

PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL

By: ____________________________
President

By: ____________________________
Treasurer

ATTEST:

______________________________
Clerk of the Board
AGENDA REQUEST FORM

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

BOCC ACTION:  [ ] APPROVED  [ ] DENIED

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
[ ] NO ACTION TAKEN/WITHDRAWN  [ ] DEFERRED TO: ____________________________
[ ] CONTINUED TO DATE: ____________________________  TIME: ____________________________
[ ] OTHER: __________________________________________

Agenda Item #: 19
Initial: ____________________________  Date: ____________________________

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: General Administration
DIVISION (if applicable): LTAC

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary
PHONE / EXT: 875-9334 ext 3334

SIGNATURE: ____________________________
DATE: 11/7/2017

NARRATIVE OF REQUEST

Please find attached the memo regarding the Lodging Tax Advisory Committee’s FY2018 recommendations. The FY2018 contracts have also been prepared to reflect these recommendations.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)
(See next page)
Approve Tourism Service Contracts for fiscal year 2018 with Ilwaco Charter Association-$1,000, Pacific County Fair-$1,000, Peninsula Saddle Club-$1,425, Water Music Society-$2,000, Sunday Afternoon Live-$2,500, Tokeland North Cove Chamber of Commerce-$4,000, Pacific County Sheriff’s Office-$10,000, Willapa Harbor Chamber of Commerce-$20,000, Ocean Park Area Chamber of Commerce-$38,000, Long Beach Peninsula Visitor’s Bureau-$172,131, Pacific County Economic Development Council-$9,000, World Kite Museum and Hall of Fame-$20,000, Columbia Pacific Heritage Museum-$20,000, Pacific County Historical Society Museum-$20,000, Northwest Carriage Museum-$20,000, Pacific County General Administration-$2,007

And Tourism Service Contracts for additional funding/special projects for fiscal year 2018 with Ilwaco Charter Association-$1,000, Willapa Harbor Chamber of Commerce-$1,500, Willapa Harbor Chamber of Commerce-$1,000, Appelo Archive Center-$4,675, Columbia Pacific Heritage Museum-$2,000, World Kite Museum-$5,000, Pacific County Economic Development Council-$20,000, Long Beach Peninsula Visitor’s Bureau-$27,195, Beach Barons Car Club-$2,299, Coastal Alliance for Youth-$4,275

All subject to adequate budget appropriations
MEMORANDUM

DATE: October 25, 2017

TO: Board of County Commissioners
    Marie Guernsey, Clerk of the Board

FROM: Amanda Bennett, Confidential Secretary

RE: Recommendations for Lodging Tax Funding

During the Lodging Tax Advisory Committee’s meeting on October 24, 2017 at 3 o’clock p.m. at the Courthouse Annex, the recommendations for the fiscal year 2018 Lodging Tax were made. Please see the attached excel spreadsheets for recommended funding appropriations.

Thank you.
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TOURISM SERVICE CONTRACT

Lodging Tax Contract: Appelo Archives Center

Contract Reference: TDF106:AAC2018

THIS AGREEMENT is made by and between the Appelo Archive Center, 1056 State Route 4, Naselle, Washington 98638. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities…" and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING:** XX Dollars ($X) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2018 to assist with Tourism Promotion of Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.
2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of Tourism Promotion of Pacific County. Tourism Promotion is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: "I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106. Signed this ___ day of (insert month and year) at (insert name of city), Washington."

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Monday, December 17, 2018. Any invoices submitted after this date will not be paid.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.
5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor’s Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

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

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

8. **HOLD HARMLESS:** To the fullest extent permitted by law, the ORGANIZATION agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the ORGANIZATION, its employees, agents or volunteers or ORGANIZATION’s subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the ORGANIZATION’S or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ORGANIZATION shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the ORGANIZATION shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ORGANIZATION hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ORGANIZATION are a material inducement to COUNTY to enter into the Contract, are reflected in the ORGANIZATION’s compensation, and have been mutually negotiated by the parties.
9. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2018 and will continue through the 31st day of December 2018, both dates inclusive, unless sooner terminated or extended as provided for herein.

10. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for “eligible” expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

11. **DISPUTE RESOLUTION:** Differences between the ORGANIZATION and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due ORGANIZATION shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive.

12. **GOVERNING LAW AND VENUE:** If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

13. **SEVERABILITY:** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

14. **PUBLIC RECORDS ACT:** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the ORGANIZATION are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ORGANIZATION agrees to make them promptly available to the
COUNTY. If the ORGANIZATION considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the ORGANIZATION shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the ORGANIZATION and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY’s sole obligations shall be to notify the ORGANIZATION (a) of the request and (b) of the date that such information will be released to the requester unless the ORGANIZATION obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ORGANIZATION fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. The COUNTY has, and by this section assumes, no obligation on behalf of the ORGANIZATION to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ORGANIZATION for releasing records not clearly identified by the ORGANIZATION as confidential or proprietary. The COUNTY shall not be liable to the ORGANIZATION for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. ORGANIZATION agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the ORGANIZATION relating to is performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.

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

16. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

17. **REQUIRED REPORTING:** Pursuant to RCW 67.28.1816(2)(c)(i): All recipients must submit a report to the COUNTY by December 17, 2018 describing the actual number of people traveling for business or pleasure on a trip during 2018:
   (A) Away from their place of residence or business and staying overnight in Pacific County in paid accommodations;
   (B) To a place fifty miles or more one way from their place of residence or business to Pacific County for the day or staying overnight; or
   (C) From another country or state outside of their place of residence or their business to Pacific County.

The ORGANIZATION is also required to submit a final actual expenditure report completed to the best of your ability by December 17, 2018 with the final voucher to receive full payment.
18. **NOTIFICATION**: Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION: Falon Hoven
1056 State Route 4
Naselle, WA 98638
Telephone: 360/484-7103
Fax:
Tax ID #80-0576752

**IN WITNESS WHEREOF** legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Appelo Archives Center

Board of County Commissioners
Pacific County, Washington

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<td>Signature</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

ATTEST:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

ATTEST:

<table>
<thead>
<tr>
<th>Clerk of the Board</th>
<th>Date</th>
</tr>
</thead>
</table>
ATTACHMENT A: SCOPE OF WORK

2018 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number of Unduplicated Contacts/Actions</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Ads</td>
<td></td>
<td>$4,675</td>
</tr>
</tbody>
</table>

*NOTE: ads must be placed in media more than 50 miles from Pacific County*

Total: $4,675
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>☐ APPROVED</th>
<th>☐ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ NO ACTION TAKEN/WITHDRAWN</td>
<td>☐ DEFERRED TO:</td>
<td></td>
</tr>
<tr>
<td>☐ CONTINUED TO DATE:</td>
<td>☐ TIME:</td>
<td></td>
</tr>
<tr>
<td>☐ OTHER:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agenda Item #: 20
Initial: __________ Date: __________

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: Commissioners Office
DIVISION (if applicable):

OFFICIAL NAME & TITLE: Marie Guemsey, Clerk of the Board
PHONE / EXT: 

SIGNATURE: 
DATE: 1/3/2018

NARRATIVE OF REQUEST

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

Approve Contract for Services with the Joint Pacific County Housing Authority to provide services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
Name of Contractor: Joint Pacific County Housing Authority

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

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

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

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

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

Type of Request (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

- 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 bid)

Services / Leases:
- Architectural & Engineering
- Lease (Personal Property i.e. copier, printer)
- Telecomm & Data Processing
- Personal Services
- Lease (Real)
- Other (Describe):

To be located at:

Implement housing program

Exceptions to Bidding (Please provide appropriate documentation):

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

*Resolution Required

Purchase under another agency's contract ("Piggybacking")

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

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

- Yes
- No

Supplemental Required?

- Yes
- No

IN-KIND MATCH REQUIRED?

- Yes
- No

Describe Match:

MATCHING FUNDS REQUIRED?

- Yes
- No

Amount of Matching Funds:

Total Cost/Amount (include sales & use tax): $183,000

Total Tax: n/a

Total Shipping/Handling: n/a

Expenditure Fund #: XXX.XXX.XX.XX

Expenditure Budgeted?

- Yes
- No

Supplemental Required?

- Yes
- No

Matching Funds Required?

- Yes
- No

Amount of Matching Funds:

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

Between
PACIFIC COUNTY, WASHINGTON
And
THE JOINT PACIFIC COUNTY HOUSING AUTHORITY

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Joint Pacific County Housing Authority – 820 11th Avenue, Longview, Washington 98632 (the “RECIPIENT”).

WHEREAS, RCW 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor’s Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and in 2015 the County will separate this Fund into two funds for accountability purposes; Fund 178-Affordable Housing for All, and Fund 179-Homeless Housing and Assistance, and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2018 Funds No. 178 and 179 to support a variety of low and moderate income housing programs; and

WHEREAS, transfer of recording fees from Pacific County Funds No. 178 and 179 to the Joint Pacific County Housing Authority requires entering into a contract for services; and

WHEREAS, the Joint Pacific County Housing Authority Board has entered into an agreement with the Longview Housing Authority to provide administrative support and serve as their fiscal agent,

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

1. **FUNDING**

   One Hundred and Eighty Three Thousand Dollars ($183,000) has been pledged within Pacific County Funds No.178 and 179 to assist the RECIPIENT with provision of services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT.
2. **USE OF FUNDS and SCOPE OF WORK**

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness in keeping with the requirements of RCW's 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ALLOCATION</th>
<th>Recording Fee Revenue Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontract to CSN to provide Supportive Housing Services for Residents at the Pacific Pearl</td>
<td>$33,000</td>
<td>Fund 179</td>
</tr>
<tr>
<td>Predevelopment/Development for new, or preservation of existing low income housing projects</td>
<td>$130,000</td>
<td>Fund 178-$30,000 Fund 179-$100,000</td>
</tr>
<tr>
<td>Eagles Apt Maintenance and Operation Subsidy</td>
<td>$20,000</td>
<td>Fund 178</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$183,000</strong></td>
<td>Fund 178-$50,000 Fund 179-$133,000</td>
</tr>
</tbody>
</table>

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Funds 178 and 179, has pledged One Hundred and Eighty Three Thousand Dollars ($183,000) to assist the RECIPIENT to implement the three activities identified in Section 2, Table 1, of this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis with backup documentation for expenses up to the maximum contract amount. **FINAL BILLING WITH BACKUP DOCUMENTATION IS DUE NO LATER THAN DECEMBER 21, 2018.**

4. **EVALUATION AND MONITORING**

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

B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously
disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. RECAPTURE PROVISION

A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.

B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney’s fees.

6. NONDISCRIMINATION

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

7. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

8. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the RECIPIENT and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY’s sole obligations shall be to notify the RECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.
The COUNTY has, and by this section assumes, no obligation on behalf of the RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

9. **EMPLOYMENT RELATIONSHIPS**

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

10. **INDEMNIFICATION/HOLD HARMLESS**

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

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

11. **INSURANCE**

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

A. **General Liability Insurance.** RECIPIENT shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

B. **Professional Liability (Errors & Omissions) Insurance.** RECIPIENT shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and RECIPIENT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

C. **Workers' Compensation Insurance.** RECIPIENT shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

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

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

12. **CONTRACT MODIFICATIONS**

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

   The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2018. It will continue in effect through the 31st day of December 2018 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

   A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.

   B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

   C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

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

16. **SEVERABILITY**

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

17. **DISPUTE RESOLUTION**

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

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

19. **ENTIRE CONTRACT**

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

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

**RECIPIENT**  
Joint Pacific County Housing Authority

\[Signature\]  
(Name, Title)

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

\[Signature\]  
Chair

\[Signature\]  
Commissioner

\[Signature\]  
Commissioner

**ATTEST:**

\[Signature\]  
(Date)

\[Signature\]

\[Signature\]

\[Signature\]

**APPROVED AS TO FORM**

Pacific County Prosecutor’s Office  
WSBA#

**ATTEST:**

Marie Guernsey  
Clerk of the Board
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)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(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.

(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.
NOTES:

Intent—2014 c 174: See note following RCW 28B.50.902.


Severability—Effective date—1987 c 389: See notes following RCW 41.06.070.