

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

Tuesday, March 24, 2020

9:00AM

or as soon thereafter as possible

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (Items A-B)

- A)** Approve regular meeting minutes of February 25, 2020 and March 10, 2020
- B)** Approve Rainbow Valley Landfill Claims Voucher
City of Raymond - \$4,251.78
Pacific County Treasurer- \$126.41

ITEMS REGARDING LOCAL BOARD OF HEALTH

- C)** Consider adoption of Resolution 2020-001 in the matter of the Pacific County Board of Health Declaring a Local Emergency Related to COVID-19

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

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #39

A

MINUTES

9:00 AM
Tuesday, February 25, 2020

1216 W. Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Frank Wolfe, Commissioner/Chair
Lisa Olsen, Commissioner
Mike Runyon, 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, Senior Public Records Coordinator
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Robin Souvenir, Sheriff
Mary Goelz, Health & Human Services Director

PUBLIC

Craig Spredeman

PUBLIC COMMENT - None

CONSENT AGENDA (Items A-B)

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

Approve regular meeting minutes of February 11, 2020

**Approve Rainbow Valley Landfill Claims Voucher
City of Raymond - \$5,451**

There being no further business to come before the Board the meeting was closed.

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #39

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Mike Runyon, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #39

MINUTES

9:00 AM
Tuesday, March 10, 2020

1216 W. Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Frank Wolfe, Commissioner/Chair
Lisa Olsen, Commissioner
Mike Runyon, Commissioner

Amanda Bennett, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Tim Crose, Community Development Director
Andree Harland, Public Works Accounting Manager

PUBLIC

Craig Spredeman

PUBLIC COMMENT - None

CONSENT AGENDA (Items A)

It was moved by Olsen, seconded by Runyon 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
Royal Heights Transfer Station, Inc - \$3,837.60
PUD No. 2 - \$110.73**

There being no further business to come before the Board the meeting was closed.

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #39

LOCAL BOARD OF HEALTH

PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Amanda Bennett
Deputy Clerk of the Board

Mike Runyon, Commissioner

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

CLAIMS VOUCHER

B

Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2020-12

APPROVAL DATE 3/24/2020

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
103	3/2/20	LEACHATE DISPOSAL	660	000	589	91	00	4251.78
							TOTAL	4251.78

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.

Gary Bale PRES. 3/16/20
Signature Title Date

Reviewed by:
Manda Burnett DCUB 3/16/2020
Signature Title Date

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] 3/16/2020
Chairperson, Local Board of Health Date
Pacific County, Washington

RECEIVED
PACIFIC COUNTY
MAR 16 2020
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS



CITY OF RAYMOND

230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

Invoice No.

103

INVOICE

Customer

Name RAINBOW VALLEY LANDFILL, INC.
Address 114 AIRPORT ROAD
City RAYMOND State WA. ZIP 98577
Phone _____

Date 3/2/2020
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL FEBRUARY 2020	\$4,251.78	\$4,251.78

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$4,251.78
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$4,251.78

Office Use Only

THANK YOU FOR YOUR BUSINESS!



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:
3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # C

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
<input type="checkbox"/> SDC	<input type="checkbox"/> PCSO	<input type="checkbox"/> SUPR CT	<input type="checkbox"/> TRSR	<input type="checkbox"/> VEG	<input type="checkbox"/> WSU	<input type="checkbox"/> 367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Board of County Commissioners Date 3/23/2020

Name & Title Amanda Bennett, Deputy Clerk of the Board Signature *Amanda Bennett*

NARRATIVE OF REQUEST:

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to adopt Board of Health Resolution 2020-001 in the matter of the Pacific County Local Board of Health declaring a local emergency related to COVID-19

BEFORE THE PACIFIC COUNTY LOCAL BOARD OF HEALTH

RESOLUTION NO. 2020-_____

**IN THE MATTER OF THE PACIFIC COUNTY LOCAL BOARD OF HEALTH
DECLARING A LOCAL EMERGENCY RELATED TO COVID-19**

WHEREAS, On January 21, 2020 the Washington State Department of Health confirmed the first case of novel coronavirus (COVID-19) in the United States in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since that time worked to identify, contact, and test others in Washington State potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

WHEREAS, on January 31, 2020 the United States Department of Public Health and Human Services declared a public emergency for COVID-19 commencing January 27, 2020; and

WHEREAS, On February 29, 2020, the Governor of the state of Washington adopted Proclamation 20-05 and proclaimed that a State of Emergency exists for all counties in the State of Washington as a result of COVID-19; and

WHEREAS, on March 10, 2020 the Governor signed Proclamation 20-06 addressing risks to persons living in congregate care settings and imposing certain restrictions in all counties in the State of Washington; and

WHEREAS, on March 16, 2020 the Governor signed Proclamations 20-13 amending 20-05 imposing restrictions on large gatherings in Washington counties and prohibiting the following activities in Washington counties related to social, spiritual, and recreational gatherings, which restrictions shall remain in effect until midnight on March 31, 2020, unless extended beyond that date: Gatherings of 50 people or more for social, spiritual, and recreational activities, including but not limited to community, civic, public, leisure, faith-based, or sporting events; parades; concerts; festivals; conventions; fundraisers; and similar activities; and

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death to vulnerable or at-risk populations, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, as of 4:00 p.m. on March 16, 2020, State Department of Health was reporting 904 confirmed cases and 48 deaths statewide; and

WHEREAS, the CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high", and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, the County's declaration of a local emergency will allow the County to undertake emergency purchases pursuant to RCW 36.32.270 and RCW 39.04.280 when such purchases require immediate action in the event of an emergency; and

WHEREAS, the County's declaration of a local emergency will allow the County, pursuant to RCW 42.30.070, if, by reason of the declared emergency, there is need for expedited action by a governing body to meet the emergency, the presiding officer of the governing body may provide for a meeting site other than the regular meeting site and the notice requirements of the Open Public Meetings Act shall be suspended during such emergency; and

WHEREAS, the conditions stated above constitute an emergency for Pacific County, necessitating activation of the Pacific County Comprehensive Emergency Management Plan and the utilization of emergency powers granted pursuant to RCW 36.40.180, 38.52.070(2), and 38.52.110(1).

NOW THEREFORE, THE PACIFIC COUNTY LOCAL BOARD OF HEALTH HEREBY RESOLVES AS FOLLOWS:

Section 1. There is hereby declared an emergency, as defined in the Pacific County Comprehensive Emergency Management Plan (PLAN), which constitutes unforeseen circumstances beyond the control of the County that presents a real, immediate threat to the proper performance of essential county functions and will likely result in bodily injury or loss of life if immediate action is not taken, due to the worldwide and local outbreak of COVID-19 and for all the reasons stated in the Governor's Proclamations 20-05, 06, 07, and 20-13, which are hereby adopted by reference. This declaration of emergency is effective retroactive to January 27, 2020, which is the date the United States Department of Public Health and Human Services declared a public emergency for COVID-19.

Section 2. The Pacific County Local Board of Health hereby directs the Pacific County Health Officer and his deputies to take all action and issue any necessary orders to control or prevent the spread of COVID-19, a dangerous, contagious disease within the territory of the Pacific County Board of Health.

Section 3. On Thursday, March 19, 2020, the Pacific County Deputy Health Officer, Dr. Steven Krager, ordered that all clam digs in Pacific County, Washington be cancelled until further notice in order to mitigate the spread of COVID-19. The Pacific County Local Board of Health hereby confirms the aforementioned order.

Section 4. On Sunday, March 22, 2020, the Pacific County Deputy Health Officer, Dr. Steven Krager, ordered that effective immediately and continuing until further notice, all ocean beach approaches and hospitality lodging within Pacific County will be closed. This decision was made as a necessity to help control and prevent the spread of the dangerous and contagious COVID-19 disease. Dr. Krager has determined that additional steps are now needed to limit gathering measures in light of the increasing scope and severity of the threat that COVID-19 poses. The Pacific County Local Board of Health hereby confirms the aforementioned order.

Section 5. The proclamation of a local emergency set forth at Section 1 shall terminate at midnight, on the first Wednesday following the 30th day after the date the Emergency Resolution is adopted.

PASSED by the following vote this 24th day of March, 2020 by the Pacific County Local Board of Health Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

ATTEST:

Marie Guernsey, Clerk of the Board

Frank Wolfe, Chair

Lisa Olsen, Commissioner

APPROVED AS TO FORM:

Prosecutor's Office WSBA

Mike Runyon, Commissioner



PACIFIC COUNTY

Public Health and Human Services

South Bend (360) 875-9343 / Fax (360) 875-9323
1216 W. Robert Bush Drive / PO Box 26 South Bend, WA 98586

Long Beach (360) 642-9349 / Fax (360) 642-9352
7013 Sandridge Road Long Beach, WA 98631

ORDER OF THE PACIFIC COUNTY HEALTH OFFICER

CLOSURE OF RAZOR CLAM DIGGING

DATE ORDER ISSUED: March 19, 2020

Please read this Order carefully. Violation of or failure to comply with this Order constitutes a misdemeanor punishable by fine, imprisonment up to ninety days, or both.

The virus that causes Coronavirus 2019 Disease ("COVID-19") spreads easily from person to person and may result in serious illness or death, and it is essential that the spread of the virus be slowed to safeguard the public and protect healthcare resources. The Pacific County Health Officer ("Health Officer") has determined that steps to limit gathering measures are now necessary in Pacific County ("County") in light of the increasing scope and severity of the threat that COVID-19 poses. Although not yet in Pacific County, confirmed cases of infection and increasing instances of community spread in Washington State require the limitations in this Order. Accordingly,

UNDER THE AUTHORITY OF RCW 70.05.070

THE HEALTH OFFICER HEREBY ORDERS:

1. Effective as of 12:01 a.m. on March 20, 2020, and continuing until further notice, razor clam digging is prohibited in Pacific County. This is necessary to control and prevent the spread of a dangerous, contagious disease within the jurisdiction of the Pacific County Health Officer; to maintain health over the territory of this jurisdiction; and to promote the public health.
2. Although razor clam digging is not an organized public gathering, this Order is issued to prevent circumstances surrounding open public razor clam digging that may exacerbate the spread of COVID-19, such as: (a) the increased likelihood that gatherings will attract people from a broad geographic area; (b) the prolonged time period in which large numbers of people are in close proximity; (c) the difficulty in tracing exposure when large numbers of people attend a single event; (d) the inability to ensure that attendees follow adequate hygienic and social distancing practices; and (e) the potential impact on community resources including food, pharmaceutical supplies, and healthcare resources.

All correspondence received by Pacific County may be subject to public disclosure under Chapter 42.56 RCW

Pacific County is an Equal Opportunity Employer

3. This order does not include the closure of beaches. However, the Health Officer strongly cautions that persons aged 60 years and older, and persons of any age with underlying health conditions or a compromised immunity, should avoid all gatherings of any size and at any location, because these persons are at increased risk of severe illness should they contract COVID-19.

4. For the purposes of this Order, "COVID-19 risk mitigation measures" include all of the following:

- (a) The space in which a permissible gathering is held must accommodate social distancing by allowing all attendees to stand or sit at least six feet from any other attendee; and
- (b) Proper hand hygiene and sanitation material must be readily available to all persons at all times, including soap and water, tissues, and waste receptacles (if soap and water are not available, alcohol-based hand sanitizer may be used)

5. Copies of this Order shall promptly be: (1) Posted on the County Public Health Department website (<https://www.pacificcountyhealthdepartment.com>). It is requested that the Washington State Parks and Washington State Department of Fish and Wildlife post this Order on-site in a place viewable to the public, as well as on its website.

6. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Order.

7. The Health Officer will continue to assess this quickly evolving situation and may at any time modify, cancel, or extend this Order, or issue additional orders related to COVID-19.

PURSUANT TO RCW 70.05.070, THE HEALTH OFFICER REQUESTS THAT THE DEPARTMENT OF FISH AND WILDLIFE AND WASHINGTON STATE PARKS ENSURE COMPLIANCE WITH AND ENFORCEMENT THIS ORDER.

IT IS SO ORDERED:



Steven Krager, MD, MPH Date: March 19, 2020
Pacific County Deputy Health Officer



PACIFIC COUNTY

Emergency Operations Center

(360) 875-9407 / (360) 642-9407 / (360) 875 9342

PO Box 27 South Bend, WA 98586

FOR IMMEDIATE RELEASE

March 22, 2020

Writer/Contact: Pat Matlock, Chief Criminal Deputy
Pacific County Sheriff's Office
pmatlock@co.pacific.wa.us

Pacific County Health Officer Orders Closures of All Ocean Beach Approaches and Hospitality Lodging

South Bend, WA. – Effective immediately and continuing until further notice, all ocean beach approaches and hospitality lodging within Pacific County will be closed. This decision was made as a necessity to help control and prevent the spread of the dangerous and contagious COVID-19 disease. Pacific County Health Officer Dr. Steven Krager has determined that additional steps are now needed to limit gathering measures in light of the increasing scope and severity of the threat that COVID-19 poses.

Although we have zero confirmed COVID-19 cases within Pacific County, confirmed cases of infection and increasing instances of the infection spreading within other areas of Washington State warrant this order. Dr. Krager's order was fully supported by the Pacific County Board of Commissioners, City of South Bend Mayor Julie Struck, City of Long Beach Mayor Jerry Phillips, City of Raymond Mayor Tony Nordin and the City of Ilwaco Mayor Gary Forner.

While this order will hopefully be temporary and will most certainly disrupt the daily mainstream of each respective jurisdiction's operations, it is the hope of each jurisdiction that people are understanding and supportive of this decision. Once this order is lifted, each jurisdiction hopes that everyone will come back and enjoy our ocean beaches and all that Pacific County has to offer. The order of closure is listed below. Please review the order for further information.

All correspondence received by Pacific County may be subject to public disclosure under Chapter 42.56 RCW

Pacific County is an Equal Opportunity Employer

ORDER OF THE PACIFIC COUNTY HEALTH OFFICER
CLOSURE OF PACIFIC COUNTY BEACH APPROACHES
AND CLOSURE OF HOSPITALITY LODGING
DATE ORDER ISSUED: March 22, 2020

Please read this Order carefully. Violation of or failure to comply with this Order constitutes a misdemeanor punishable by fine, imprisonment up to ninety days, or both.

The virus that causes Coronavirus 2019 Disease (“COVID-19”) spreads easily from person to person and may result in serious illness or death, and it is essential that the spread of the virus be slowed to safeguard the public and protect healthcare resources. The Pacific County Health Officer (“Health Officer”) has determined that steps to limit gathering measures are now necessary in Pacific County (“County”) in light of the increasing scope and severity of the threat that COVID-19 poses. Although not yet confirmed in Pacific County, confirmed cases of infection and increasing instances of community spread in Washington State require the limitations in this Order. Accordingly,

UNDER THE AUTHORITY OF RCW 70.05.070
THE HEALTH OFFICER HEREBY ORDERS:

1. Effective immediately, as of 2:00 p.m. on March 22, 2020, and continuing until further notice, all beach approaches in Pacific County are closed until further notice. This is necessary to control and prevent the spread of a dangerous, contagious disease within the jurisdiction of the Pacific County Health Officer; to maintain health over the territory of this jurisdiction; and to promote the public health.
2. Effective immediately, as of 2:00 p.m. on March 22, 2020, and continuing until further notice, all hospitality lodging within the territorial boundaries of Pacific County is closed until further notice, with the following exceptions contained in paragraph 3 below. This is necessary to control and prevent the spread of a dangerous, contagious disease within the jurisdiction of the Pacific County Health Officer; to maintain health over the territory of this jurisdiction; and to promote the public health. “Hospitality lodging” includes:
 - a) Resort, Hotels, Motels
 - b) Short-term Rentals, Timeshares, Homestays (including Bed and Breakfast)
 - c) Campgrounds
 - d) RV Parks
 - e) Private property being used as campgrounds
3. Exceptions for hospitality lodging. It shall not be a violation of this order for hospitality lodging to remain open to the following:

All correspondence received by Pacific County may be subject to public disclosure under Chapter 42.56 RCW

Pacific County is an Equal Opportunity Employer

- a) Any person who has resided in the hospitality lodging since March 17, 2020 or earlier. No new long-term rentals are allowed.
- b) Any person employed in the hospitality lodging.
- c) Any person working directly on the COVID-19 response. This includes healthcare professionals; first responders; national guard; law enforcement; local, state and federal government employees; and other essential personnel responding to the COVID-19 emergency.
- d) Any person required by their employment to travel in Pacific County to provide services, shipping, or deliveries. This includes truck drivers and service providers.
- e) Exceptions may also be approved in writing by the Public Health Officer or his designee for purposes necessary to assist in controlling or preventing the spread of COVID-19, or to promote the public health. Contact the Emergency Operations Center to request an exception.

4. Copies of this Order shall promptly be: (1) Posted on the County Public Health Department website (<https://www.pacificcountyhealthdepartment.com>). (2) It is requested that the Washington State Parks as well as hospitality lodging entities post this Order on-site in a place viewable to the public, as well as on their website or social media platform.

5. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Order.

6. The Health Officer will continue to assess this quickly evolving situation and may at any time modify, cancel, or extend this Order, or issue additional orders related to COVID-19.
PURSUANT TO RCW 70.05.070, THE HEALTH OFFICER REQUESTS THAT ALL LAW ENFORCEMENT ENSURE COMPLIANCE WITH AND ENFORCEMENT OF THIS ORDER.

IT IS SO ORDERED:



Steven Krager, MD, MPH Date: March 22, 2020
Pacific County Deputy Health Officer

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

**Tuesday, March 24, 2020
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.

PUBLIC HEARINGS

(held in the Commissioners Meeting Room unless otherwise noted)

10:00AM Beach Barons Car Club Assembly Permit Application

WA State Department of Fish and Wildlife Franchise Application

Call to Order

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

YEARS OF SERVICE

30 Years: Tim Crose (DCD)

CONSENT AGENDA (Items 1-4)

Department of Public Works

- 1) Approve Supplement No. 1 to Local Agency Agreement for the South Fork Road Resurfacing Project Number STPR-25EG (001); authorize Chair to sign
- 2) Approve cash bond in the amount of \$2,184 from Green Crow Corporation pertaining to Road Haul Permit No. 2020-10

General Business

- 3) Approve Vendor Claims, Warrants Numbered 150697 thru 150819 in the amount of \$268,030.24
- 4) Approve regular meeting minutes of February 25 and March 10, 2020

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 5) Consider approval of request to hire Alex Chaffee and Shane Raitano as South County Road Maintenance Technician II, Step 2, effective April 1, 2020
- 6) Consider approval of request to utilize the Small Works Roster for replacement of seven doors at the Long Beach Shop
- 7) Consider approval of request to execute the Digital Submittal Certification for the County Road Administration Board reports for 2019
- 8) Consider approval of request to purchase two laptop computers from Dell state contract
- 9) Consider approval of request to purchase four desktop computers and one laptop computer for the district courts
- 10) Consider approval of State and Federal surplus contracts with Department of Enterprise Services; authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 11) Acknowledge Director's signature on COVID-19 Outbreak Emergency Housing Grant #316-46108-22 with Washington State Department of Commerce
- 12) Consider approval of Participating Professional Services Agreement with Regence Blueshield; authorize Chair to sign

ITEMS REGARDING SHERIFF'S OFFICE

- 13) Consider approval of request for final payment regarding Harding system with Accurate Electric, Inc.

ITEMS REGARDING AUDITOR'S OFFICE

- 14) Consider approval of request to purchase upgraded View Scan III microfiche reader and computer from Technology Unlimited, Inc.

ITEMS REGARDING VEGETATION MANAGEMENT

- 15) Consider approval of request to advertise for temporary Spartina Field Crew

ITEMS REGARDING GENERAL BUSINESS

- 16) Consider adoption of Resolution No. 2020-10 in the matter of declaring a local emergency in response to a public health emergency related to COVID-19
- 17) Consider adoption of Resolution No. 2020-_____ in the matter of certifying fiscal year 2019 inventory- **DEFERRED**

EXECUTIVE SESSION

- 18) To discuss any matter suitable for Executive Session in accordance with Chapter 42.30.110 RCW

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.

CONTINUED PUBLIC HEARINGS – 10:00AM

- 19) Consider approval of Assembly Permit Application as submitted by the Beach Barons Car Club for the Rod Run at the End of the World
- 20) Consider adoption of Resolution 2020-011 granting Non-Exclusive Franchise No. 2020-1 to Washington State Department of Fish and Wildlife

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.

3/24/20 (S)
BOCC Mtg

Years of Service Report March 2020

Total Years of Service 30

<i>Employee Name</i>	<i>Date of Hire</i>	<i>Calculation Date</i>	<i>ID Number</i>
Timothy J. Crose	3/5/1990	3/1/1990	CROST

Friday, January 3, 2020 - OK per Alex. -KB



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:

3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # 1

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

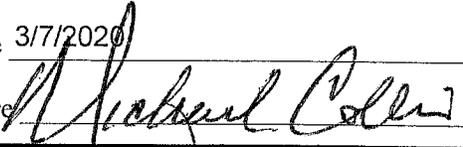
DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
<input type="checkbox"/> SDC	<input type="checkbox"/> PCSO	<input type="checkbox"/> SUPR CT	<input type="checkbox"/> TRSR	<input type="checkbox"/> VEG	<input type="checkbox"/> WSU	<input type="checkbox"/> 367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office DPW Roads Date 3/7/2020

Name & Title Mike Collins, Director/County Engineer Signature 

NARRATIVE OF REQUEST:

Local Agency Agreement Supplement No. 1 for construction funding for the South Fork Road Resurfacing Project MP 4.12 to MP 5.52, Pacific County's Surface Transportation Program (STP) Federal Aid project for 2020 with a reimbursement rate of 86.5%. Attached is the Public Notice, Call for Bids, and Notice to Contractors to be executed and held until such time as the construction funds are authorized allowing us to go to advertisement immediately without delay of waiting for a BOCC meeting. Also attached is the Project Prospectus previously approved in the 1/14/2020 meeting.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve Supplement No. 1 to Local Agency Agreement for the South Fork Road Resurfacing Project Number STPR-25EG (001) and authorize Chair to sign



Agency County of Pacific		Supplement Number 1
Federal Aid Project Number STPR-25EG(001)	Agreement Number	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on All provisions in the basic agreement remain in effect except as modified by this supplement. The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name South Fork Road Resurfacing Project Length 1.40
Termini MP 4.12 to MP 5.52

Description of Work No Change

Reason for Supplement

Request construction funds

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 12/31/2022

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: 5/2020

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	19,000.00		19,000.00	2,565.00	16,435.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00	135.00	865.00
	e. Total PE Cost Estimate (a+b+c+d)	20,000.00	0.00	20,000.00	2,700.00	17,300.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract		551,637.00	551,637.00	74,471.00	477,166.00
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		25,000.00	25,000.00	3,375.00	21,625.00
	p. State		5,000.00	5,000.00	675.00	4,325.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	581,637.00	581,637.00	78,521.00	503,116.00
	r. Total Project Cost Estimate (e+j+q)	20,000.00	581,637.00	601,637.00	81,221.00	520,416.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title

By
Director, Local Program
Date Executed

Agency		Supplement Number
County of Pacific		1
Federal Aid Project Number	Agreement Number	CFDA No. 20.205
STPR-25EG(001)		(Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

PUBLIC NOTICE
CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of _____ or as soon thereafter as possible, on _____, 20____ and will then and there be opened and publicly read for the:

SOUTH FORK ROAD RESURFACING PROJECT MP 4.12 to MP 5.52

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Pacific County Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

Bid proposals shall be submitted in a sealed envelope, clearly marked "**South Fork Road Resurfacing Project MP 4.12 to MP 5.52**", together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, at the Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and at the Contractor Plan Center, Inc. 5468 SE International Way, Milwaukie, OR 97222.

The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252,42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

Marie Guernsey
Clerk of the Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

IT IS HEREBY ORDERED that it is the intention of Pacific County to call for bids for the:

South Fork Road Resurfacing Project MP 4.12 to MP 5.52

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners and read aloud at the hour of _____ or as soon thereafter as possible, on _____, 20____ in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington.

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

All bid proposals shall be accompanied by a proposal guarantee in the amount of five (5%) of the total amount of such bid proposal.

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the above **South Fork Road Resurfacing Project MP 4.12 to MP 5.52**.

The Board of County Commissioners reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Prosecutor's Office

WSBA #

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Michael Runyon, Commissioner

NOTICE TO CONTRACTORS
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS
211 N. COMMERCIAL ST., RAYMOND, WASHINGTON 98577

Sealed bids will be received by the Board of County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington, until the hour of _____ or as soon thereafter as possible, on _____, 20____ and will then and there be opened and publicly read for the:

SOUTH FORK ROAD RESURFACING PROJECT MP 4.12 to MP 5.52

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

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The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252,42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Prosecutor's Office

WSBA #

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Michael Runyon, Commissioner



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:

3/24/2020

AGENDA REQUEST FORM

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

ACTION: <input type="checkbox"/> Approved/Confirmed <input type="checkbox"/> Denied <input type="checkbox"/> Subject to adequate budget appropriations <input type="checkbox"/> No action taken/withdrawn <input type="checkbox"/> Deferred/Continued to meeting of _____ time _____	Agenda Item # <u> 2 </u> Initial _____ Date _____ <input type="checkbox"/> Tracking
DISTRIBUTION LIST: <input type="checkbox"/> RF <input type="checkbox"/> CF <input type="checkbox"/> SEA OTHER _____	
<input type="checkbox"/> ASSR <input type="checkbox"/> AUD <input type="checkbox"/> CS <input type="checkbox"/> CLERK <input type="checkbox"/> DCD <input type="checkbox"/> DPW <input type="checkbox"/> EMA <input type="checkbox"/> FAIR <input type="checkbox"/> HLTH <input type="checkbox"/> IT <input type="checkbox"/> JUV <input type="checkbox"/> NDC <input type="checkbox"/> PACCOM <input type="checkbox"/> PROS <input type="checkbox"/> SDC <input type="checkbox"/> PCSO <input type="checkbox"/> SUPR CT <input type="checkbox"/> TRSR <input type="checkbox"/> VEG <input type="checkbox"/> WSU <input type="checkbox"/> 367C	

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office <u>DPW</u>	Date <u>3/14/2020</u>
Name & Title <u>Mike Collins, Director/County Engineer</u>	Signature

NARRATIVE OF REQUEST:
 Green Crow Corporation submitted Road Haul Permit No. 2020-10 for hauling on Smith Creek Road and provided a \$2,184 cash bond on DPW Receipt No. 57829 for the 2020 season. Please accept this bond that will be held in DPW until conclusion of the haul.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]
 I move to approve the cash bond in the amount of \$2,184 from Green Crow Corporation pertaining to Road Haul Permit No. 2020-10 for hauling on Smith Creek Road

CONTRACT/AGREEMENT/GRANT

Per Contract/Agreement/Grant Review Policy [Resolution No. 2019-044]

Name of Contractor Green Crow Corporation

Name of Contract/Agreement/Grant/Amendment #: Road Haul Permit No. 2020-10

ATTACHED REQUIRED DOCUMENTS

- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Certificate of Insurance

EXPENDITURE REQUEST

Per Procurement/Purchasing Policy & Procedures [Resolution No. 2019-042]

	AMOUNT	FUND NO.	BUDGETED
Materials, Supplies, Equipment and Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Telecommunications & Data Processing	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Architecture, Engineering, Landscape Architecture, or Surveying Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personal Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Purchases Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Public Works Project	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sole Source Purchase [Resolution required]	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
"Piggybacking" Purchase	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

If expenditure is not budgeted, will a supplement be required Yes No

ATTACHED REQUIRED DOCUMENTS [check all that apply]

- Bids & Bid Tabulation Sole Source Resolution W-9 Certificate of Insurance
- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Piggybacking documentation [Resolution No. 2019-042]
- Inventory Acquisition Form

NEW EMPLOYEES / TRANSFERS

- New Employee/Change in Status Form
- Documents to be submitted to Risk Management for new employees
- Background Check Authorization Form [Resolution No. 2017-058]
- Copy of driver's license and insurance card

ADDITIONAL INFORMATION

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, March 24, 2020, 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

150697 thru 150819 \$ 268,030.24

Warrants Dated: March 12, 2020

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

MAR 12 2020

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

4

MINUTES

9:00 AM
Tuesday, February 25, 2020

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Frank Wolfe, Commissioner/Chair
Lisa Olsen, Commissioner
Mike Runyon, 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, Senior Public Records Coordinator
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Robin Souvenir, Sheriff
Mary Goelz, Health & Human Services Director

PUBLIC

Craig Spredeman

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-9)

It was moved by Olsen, seconded by Runyon 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

Acknowledge the resignation of Chase Cunningham, Facilities Maintenance Asst., effective March 4, 2020 and approve hire of Tracey Deckert to fill vacated position, 1.0 FTE, 367C Union Grade 9 Step 1, effective March 9, 2020

Health & Human Services Department

Approve Change in Status for Carolyn Perez, Behavioral Health Program Assistant to 0.9 FTE, 367C Union Grade 10 Step 5, effective January 1, 2020

Approve the hire of Darian Johnson, Human Services Program Specialist, 0.7 FTE, 367C Union Grade 13 Step 1, effective March 3, 2020

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

Sheriff's Office

Confirm Sheriff's signature on Regional 3 Critical Incident Investigation Team Agreement for Cooperative Law Enforcement and Mutual Aid with Grays Harbor, Lewis, Mason and Thurston Counties and the Washington State Patrol

North District Court

Approve increase of Ryan Williams, Deputy Clerk (367C Union) to 1.0 FTE, effective March 1, 2020

Vegetation Management

Approve Amendment No. 1 to Contract No. K2716 with Washington State Department of Agriculture for Spartina eradication activities and authorize Director to sign

Treasurer's Office

Approve the Change in Status for Shelly Fletmetis, Chief Treasury/Investment Officer to Management Grade 17 Step 8, effective February 1, 2020

General Business

Approve Vendor Claims, Warrants Numbered 150311 thru 150428 in the amount of \$346,485.98

Approve regular meeting minutes of February 11, 2020 and special meeting minutes of February 12, 2020

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve Record of Survey with H2 Surveying & Engineering for the Woodard Bridge Right-of-Way and the Bullard Bridge Right-of-Way in an amount not to exceed \$7,000, subject to adequate budget appropriations and authorize Director/County Engineer to sign

Approve Easement No. E646007PAC1 and Quit Claim Deed from Washington State Parks and Recreation Commission pertaining to the Camp One-Heckard Road Intersection Project in the amount of \$8,100, subject to adequate budget appropriations and authorize Chair to sign

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Olsen, seconded by Runyon and carried by a vote of 2-0
Runyon abstained.

**Approve the hire of Will Hamlin, Senior Planner, 1.0 FTE, 367C Union
Grade 14 Step 7, effective March 2, 2020, subject to adequate budget
appropriations**

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

**Approve request to advertise and hire for vacant Deputy Director position,
subject to adequate budget appropriations**

**Approve request to open an Amazon business account line of credit in an
amount not to exceed \$7,500 and authorize Director to sign**

**Approve the Interlocal Agreement #P02-0080-20 with Lewis County
pertaining to funding for the Youth Homeless Demonstration Project Rapid
Rehousing Program and authorize Director to sign**

**Approve the Memorandum of Understanding with Local 367C exempting the
Youth Homeless Liaison position from bumping rights and authorize Chair
to sign**

ITEMS REGARDING SHERIFF'S OFFICE

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

**Approve the purchase of a Motorola APX 8500 All Band Mobile Radio from
Day Wireless in the amount of \$5,176.84, including tax, from state bid, to be
paid from Emergency Management Performance Grant #E20-126, subject to
adequate budget appropriations**

ITEMS REGARDING VEGETATION MANAGEMENT

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

**Approve the Interagency Agreement Contract Number K3004 with the
Washington State Department of Agriculture for the South American
Spongeplant Survey and Control Project, not to exceed \$5,000, subject to
adequate budget appropriations and authorize Director to sign**

**Approve the Interdepartmental Agreement with Department of Public
Works for vegetation control on county road rights-of-ways**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

ITEMS REGARDING BOARD AND COMMISSIONS

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

Approve the appointment of Jacqueline Dyer to the Lodging Tax Advisory Committee representing “Business” Collector of Tax, effective immediately
Approve the appointment of Jason Lake to the Willapa Bay Lead Entity – Citizen’s Committee representing Business Interests, effective immediately

Approve the appointment of Tim Crose as an alternate member on the Olympic Region Clean Air Agency, effective immediately

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution No. 2020-008 amending the Personnel Policy & Procedures specifically regrading the Administrative Assistant II and Junior Accountant job descriptions to a 367C Union Grade 10

Approve the 2020-2022 Collective Bargaining Agreement with Local 367-Road Crew

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Olsen, seconded by Runyon and carried by a vote of 2-0
(Amended previous motion)
Runyon abstained.

Approve the hire of Will Hamlin, Senior Planner, 1.0 FTE, 367C Union Grade 15 Step 7, effective March 2, 2020, subject to adequate budget appropriations

EXECUTIVE SESSION – None held

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Contract #2020-21OBSD with Ocean Beach School District to provide Family Engagement, Homeless Liaison, and School-Based Mental Health Counseling services, effective January 1, 2020 through December 31, 2021, subject to adequate budget appropriations

Approve Contract #2020-21 Behavioral Health Contract with Willapa Behavioral Health to provide transportation for individuals involved in the criminal justice system, effective January 1, 2020 through December 31, 2021, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

Approve Contract #2020-21 Behavioral Health Contract with ESD 113 to provide funding for family resource coordinators and prevention/intervention specialists in local schools, effective January 1, 2020 through December 31, 2021, subject to adequate budget appropriations

ITEMS REGARDING VEGETATION MANAGEMENT

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

Approve the Interagency Agreement #93-100382 with Washington State Department of Natural Resources for control of select noxious weeds, and authorize Director to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Acknowledge the resignation of Bob Rose, Noxious Weed Control Board Position #4 and approve the appointment of Shaun Rose to the vacant position, effective immediately

ITEMS REGARDING GENERAL BUSINESS

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

Approve Memorandum of Agreement with Washington State University Extension, effective January 1, 2020 through December 31, 2020, in the amount of \$17,500, subject to adequate budget appropriations and authorize Chair to sign

Approve the purchase of two license from Open Text Brava! TXL in an amount not to exceed \$250 and annual maintenance fee of \$27 per license to be paid from Risk Management Fund 531, subject to adequate budget appropriations

It was moved by Olsen, seconded by Runyon and carried by a vote of 2-0
Runyon abstained.

Approve Vendor Claims, Warrants Numbered 150470 thru 150532 in the amount of \$197,931.83, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

ITEMS REGARDING SHERIFF'S OFFICE

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

Confirm hire of Dave White, Chief Criminal Deputy, Management Grade 16 Step 8, effective March 9, 2020 and Melissa Roberts, Telecommunicator, Union 252NC Step 1, effective March 2, 2020, both subject to adequate budget appropriations

RECESS 9:23AM

BACK IN SESSION 10:01

CONTINUED PUBLIC HEARING

ATTEND: Chair Wolfe, Commissioner Olsen, Commissioner Runyon, County Administrative Officer Kathy Spoor, Chief Civil Prosecuting Attorney Ben Haslam, Department of Community Development Director Tim Crose, Department of Community Development Deputy Director Shawn Humphreys

OTHERS: Approximately 20 members of the general public

Chair Wolfe opened the continued public hearing to consider adoption of Ordinance No. 184A and Findings of Fact and Conclusions of Law. Chair Wolfe also read the guidelines of the hearing into the record.

Approximately 10 members of the public stood and were sworn in.

The following citizens addressed the Commissioners regarding the moratorium/Ordinance No. 184A: Heather Hamilton, Liz, Jon Lind, Athena Daniel, Jacqueline Fletcher, Trina Flannigan, Ann LeFors, Cornelia Cross, Robbie Wright, and John Robertson.

Chair Wolfe closed the public comment portion of the continued public hearing.

Tim Crose announced the next Planning Commission meeting will be held on Thursday, March 5, 2020, at 6:00pm at the South County Administration Facility. The documents are on-line and public comment will be taken.

Chair Wolfe closed the continued public hearing at approximately 10:32am.

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

Adopt Ordinance No. 184A adopting a moratorium on Section 21.N Short Term Vacation Rentals of Ordinance No. 184 Land Use/Zoning Regulations and adopt Findings of Fact #1 through #8 and Conclusions of Law #1 through #6 and note the temporary emergency moratorium adopted at the special meeting of December 16, 2019, specifically item #6 should be corrected to indicate the date of July 11, 2020

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

There being no further business to come before the Board, the meeting was closed at approximately 10:34AM.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey
Clerk of the Board

Mike Runyon, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

OTHER BUSINESS FOR FILING

Letter dated January 21, 2020 from Surfside Homeowners Association regarding tree height.

Copy of letter dated January 28, 2020, from Federal Energy Regulatory Commission to Brenda See regarding 2016 Surrender Order Final Extension of Overdue Follow-Up Report for the Burnham Creek Project.

Letter dated February 4, 2020, from the Washington State Department of Natural Resources regarding creation of Sustainable Harvest Technical Advisory Committee.

Letter dated February 6, 2020, from Hilary Franz, Commissioner of Public Lands regarding County Income Report.

Letter dated February 12, 2020, from Comcast regarding changes in pricing for Gaiam TV Fit & Yoga, Gaia and Docurama.

Letter dated February 12, 2020, from Comcast regarding Xfinity TV channel updates.

Email dated February 20, 2020, to Public Works Director/County Engineer Mike Collins from Pat Hastings recognizing Public Works for the work they completed on 272nd Place in Ocean Park.

Email dated February 24, 2020, from Jerry Bruner regarding side by side vehicle use and Chair Wolfe's response.

Letter dated February 24, 2020, from Whidbey Environmental Action Network Litigation Coordinator, Steve Ericson regarding US Navy's proposal to conduct covert military surveillance of state parks.

Claim for Damages #2020-02-001 filed this date.

Claim for Damages #2020-02-002 filed this date.

Grant Number 2019-RW-BX-0006 between US Department of Justice Office of Justice Program Bureau of Justice Assistance and the Sheriff's Office filed this date.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

BOARD WORKSHOPS/MEETINGS HELD

(This listing does not include those workshops/meetings attended by an individual Commissioner)

February 4, 2020

Workshop re: Gile Woods Conservation Project
Workshop w/ NDC re: staff increase
Workshop with CAO
Workshop w/ B. Walker re: job classification

February 10, 2020

Workshop re: CAMS
Meeting Agenda Review
Workshop w/ County Administrative Officer
Executive Session

February 11, 2020

BOH/BOCC Meeting
Workshop w/ Treasurer re: staffing
Public Hearing re: Ordinance No. 184A
Executive Session

February 12, 2020

Workshop w/ DCD re: Planning Commission meeting update
Special Meeting-Public Hearing re: CDBG New Pacific Hardwoods
Workshop w/ Sheriff re: COPS Grant

February 18, 2020

Departmental Briefings
Executive Session

February 24, 2020

Workshop w/ County Administrative Officer
Meeting Agenda Review
Workshop re: Ord 184A

February 25, 2020

BOH/BOCC Meeting
Continued Public Hearing re: Ord 184A
Workshop re: Chinook Park
Workshop w/ Sheriff re: Surfside

February 26, 2020

Workshop re: DPW projects

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

MINUTES

9:00 AM
Tuesday, March 10, 2020

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Frank Wolfe, Commissioner/Chair
Lisa Olsen, Commissioner
Mike Runyon, Commissioner

Amanda Bennett, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Tim Crose, Community Development Director
Andree Harland, Public Works Accounting Manager

PUBLIC

Craig Spredeman

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-7)

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

Department of Public Works

Approve continuation of Bond No. 929512727 with Campbell Global pertaining to Road Haul Permit No. 2020-3

Department of Community Development

Approve Amendment No. 1 to Agreement No. SWMCLCP-1921-PaCCDD-00006 with Department of Ecology pertaining to youth summer litter crew and authorize Director to sign

Boards and Commissions

Approve the reappointment of Dennis Hein and Peninsula Sanitation to another two-year term on the Solid Waste Advisory Committee

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

General Business

Approve Vendor Claims, Warrants Numbered 150533 thru 150601 in the amount of \$164,390.67

Approve February, 2020 Payroll; total employees: 185; total payroll: \$817,390.67

Confirm the 2019 inventory transfers and disposals as provided for Community Development, General Administration, Juvenile Court Services and the South District Court in accordance with the Personal Property Inventory Procedures

Confirm the 2020 inventory disposal as provided for South District Court in accordance with the Personal Property Inventory Procedures

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve release of the 5% retainage to Good News Group pertaining to the Courthouse Exterior Painting Project, subject to receipt of releases from Department of Revenue, Labor and Industries and Employment Security Department and return the Performance and Payment bond to Department of Public Works for the warranty period

Approve the release of the performance bond for Naselle Rock pertaining to the Parpala Road Resurfacing Project

Approve request to advertise for temporary engineering aides for the 2020 summer construction season

Approve the promotion of Chad Read to South County Road Supervisor, Grade 15 Step 1, effective March 1, 2020, subject to adequate budget appropriations

Approve the Communication Facility Use Agreement, Lead No. HSCG89-20-1-0029, with the U.S. Coast Guard for use of the Holy Cross Communication Site and authorize Chair to sign

Approve the following pertaining to Hancock Forest Management: continue “blanket” bond in the amount of \$21,000 and refund in the amount of \$20,000 pertaining to Road Haul Permit No. 2019-2 and accept bond in the amount of \$46,000 pertaining to Road Haul Permit No. 2020-5

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Olsen, seconded by Runyon and carried by a vote of 2-0
Runyon abstained.

Approve Interagency Agreement No. 19-14173 with Washington State Department of Fish and Wildlife to support administrative work of the Marine Resource Committee and approve the Interagency Agreement #MRC2019-2021 with the Conservation District to perform work listed in WDFW Agreement No. 19-14173 and authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve the Rental Agreement with the Raymond Theater pertaining to presentation on Youth Marijuana Prevention Education Program to be held April 22, 2020 and authorize Director to sign

ITEMS REGARDING SUPERIOR COURT

Acknowledge receipt of intent to retire from Tamra McConahy, Assistant Superior Court Administrator, effective May 31, 2020, and approve request to advertise and hire for position

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve the Professional Services Agreement with Patty Marsden as the Spillman Systems Administrator effective through December 31, 2020, subject to adequate budget appropriations

Approve the purchase of a Verizon Mobile Command Center OEM Kit with Encore EN 200 Router from Connected Solutions in an amount not to exceed \$2,195.51, including tax, to be paid from Emergency Management Performance Grant #E20-126, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

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

Acknowledge County Administrator's signature on Client Authorization to bind Crime and Fidelity insurance coverage with Gallagher Insurance

Adopt Resolution No. 2020-009 in the matter of calling for the Washington State Legislature to fully fund the Washington State Patrol Crime Laboratory and Toxicology Laboratory

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

Adopt Resolution No. 2020-010 in the matter of modifying the Personnel Policy and Procedures specifically updating the Department of Public Works Director/County Engineer management job description

Acknowledge the resignation of Mike Collins, County Engineer and Public Works Director, effective March 31, 2020 and notification sent by the County Administrative Officer to CRAB per WAC 136-12-020

EXECUTIVE SESSION – None held

ITEMS REGARDING TREASURER’S OFFICE

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

Approve twelve weeks of Family Medical Leave for a qualifying event, effective May 25, 2020, authorize Leave Credit Transfers and assign an expiration date of August 17, 2020

ITEMS REGARDING GENERAL BUSINESS

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

Approve the Intergovernmental Cooperation Agreement with Pacific Conservation District for General Statutory Operations (\$10,000) and Marine Resource Committee Conference (\$500) for a total of \$10,500, subject to adequate budget appropriations

Approve Vendor Claims, Warrants Numbered 150602 thru 150696 in the amount of \$91,566.12, subject to adequate budget appropriations

ITEMS REGARDING COUNTY FAIR

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

Approve the Facility Use Agreement with Kathy Martindale for use of Pacific County Fairgrounds for the Willapa Valley Sip & Shop Tour and request to waive insurance, pending receipt of flyer and garbage plan, and authorize Chair to sign

There being no further business to come before the Board, the meeting was closed at approximately 9:21AM.

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Amanda Bennett
Deputy Clerk of the Board

Mike Runyon, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

OTHER BUSINESS FOR FILING

Email dated February 27, 2020 from Susan Burger regarding short-term rentals in R-1 residential districts.

Email dated February 28, 2020 from Robbie Wright regarding Planning Commission.

Email dated February 28, 2020 from George Williams regarding vacation rental moratorium.

Email dated February 28, 2020 from Susan Burger replying to Frank Wolfe's email regarding short term rentals in R-1 residential districts.

Email dated February 29, 2020 from Jeff Van Winkle regarding short term rental moratorium.

Email dated February 29, 2020 from Debra Hansen regarding proposed vacation rental regulation changes.

Email dated March 1, 2020 from Maggie Schuler regarding vacation rental moratorium.

Email dated March 2, 2020 from Concerned peninsula regarding revision of ordinance 184.

Email dated March 2, 2020 from David Schimelpfenig regarding short term rental owners and their customers.

Email dated March 2, 2020 from Joel Rogers regarding vacation rental use.

Email dated March 2, 2020 from Joel Rogers regarding 500-foot rule of property.

Email dated March 2, 2020 from Joel Rogers regarding Vacation Rental Permits.

Letter dated March 3, 2020 from Vortex regarding Vacation Rentals.

Email dated March 4, 2020 from Robbie Wright regarding Planning Commission.

Letter received on March 4, 2020 from unknown regarding Short Term Vacation Rentals.

Email dated March 4, 2020 from Sturges Dorrance regarding comment on vacation rentals.

Email dated March 4, 2020 from Don and Beth Lalley regarding Planning Commission meeting.

Email dated March 4, 2020 from Joel Rogers regarding vacation rental permit.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #56

Email dated March 4, 2020 from Joanne Day regarding moratorium on short term vacation rentals.

Letter dated March 4, 2020 from Comcast regarding cartoon network moving to digital preferred package.

Email dated March 5, 2020 from Denise O'Connor regarding proposed 500-foot density rule.

Cancellation Request/Policy Release dated March 5, 2020 from Davis Insurance & Real Estate Agency, Inc.

Email dated March 5, 2020 from Jeremy Bartheld regarding vacation rental density.

Email dated March 5, 2020 from Nansen Malin regarding testimony to Planning Commission.

Email dated March 6, 2020 from Joel Roger regarding vacation rentals.

Email dated March 9, 2020 from Michele Marek regarding vacation rental regulations.

Email dated March 10, 2020 from Robbie Wright regarding Planning Meeting recap and apology.

Email dated March 10, 2020 from Robbie Wright regarding research on density.

Email dated March 10, 2020 from Sue Gallagher regarding vacation rentals.

Email dated March 11, 2020 from George Williams regarding Beachwood Estates.



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:
3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # 5

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
<input type="checkbox"/> SDC	<input type="checkbox"/> PCSO	<input type="checkbox"/> SUPR CT	<input type="checkbox"/> TRSR	<input type="checkbox"/> VEG	<input type="checkbox"/> WSU	<input type="checkbox"/> 367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Department of Public Works Date _____

Name & Title Mike Collins, Director/County Engineer Signature

NARRATIVE OF REQUEST:

Request to hire Alex Chaffee and Shane Raitano for the vacant South County Road Maintenance Tech II positions, effective April 1, 2020.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve the hire of Alex Chaffee and Shane Raitano as South County Road Maintenance Technician II, Step 2, effective April 1, 2020, subject to adequate budget appropriations



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:

3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied

Agenda Item # 6

Subject to adequate budget appropriations

Initial _____ Date _____

No action taken/withdrawn

Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

- | | | | | | | |
|-------------------------------|-------------------------------|----------------------------------|--------------------------------|------------------------------|---------------------------------|-------------------------------|
| <input type="checkbox"/> ASSR | <input type="checkbox"/> AUD | <input type="checkbox"/> CS | <input type="checkbox"/> CLERK | <input type="checkbox"/> DCD | <input type="checkbox"/> DPW | <input type="checkbox"/> EMA |
| <input type="checkbox"/> FAIR | <input type="checkbox"/> HLTH | <input type="checkbox"/> IT | <input type="checkbox"/> JUV | <input type="checkbox"/> NDC | <input type="checkbox"/> PACCOM | <input type="checkbox"/> PROS |
| <input type="checkbox"/> SDC | <input type="checkbox"/> PCSO | <input type="checkbox"/> SUPR CT | <input type="checkbox"/> TRSR | <input type="checkbox"/> VEG | <input type="checkbox"/> WSU | <input type="checkbox"/> 367C |

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office DPW - ER&R

Date 3/12/2020

Name & Title Clinton Baze, Operations Manager

Signature

NARRATIVE OF REQUEST:

This office solicited quotations utilizing the Small Works Roster to remove, dispose of, replace and provide openers for seven (7) doors at the Long Beach Shop Building. The low bid from this solicitation was Garages R Us from Naselle in the amount of \$19,425 not including sales tax.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve the request to utilize the Small Works Roster to remove, dispose of, and replace seven doors at the Long Beach Shop Building in the amount not to exceed \$20,998.43 including tax from Fund 502 (Equipment, Rental, and Revolving), subject to adequate budget appropriations

CONTRACT/AGREEMENT/GRANT

Per Contract/Agreement/Grant Review Policy [Resolution No. 2019-044]

Name of Contractor Garages R Us

Name of Contract/Agreement/Grant/Amendment #: _____

ATTACHED REQUIRED DOCUMENTS

- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Certificate of Insurance

EXPENDITURE REQUEST

Per Procurement/Purchasing Policy & Procedures [Resolution No. 2019-042]

	AMOUNT	FUND NO.	BUDGETED	
Materials, Supplies, Equipment and Services	\$ <u>19,425</u>	<u>502</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Telecommunications & Data Processing	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Architecture, Engineering, Landscape Architecture, or Surveying Services	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Personal Services	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Purchases Services	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Public Works Project	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sole Source Purchase [Resolution required]	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
"Piggybacking" Purchase	\$ _____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If expenditure is not budgeted, will a supplement be required Yes No

ATTACHED REQUIRED DOCUMENTS [check all that apply]

- Bids & Bid Tabulation Sole Source Resolution W-9 Certificate of Insurance
- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Piggybacking documentation [Resolution No. 2019-042]
- Inventory Acquisition Form

NEW EMPLOYEES / TRANSFERS

- New Employee/Change in Status Form
- Documents to be submitted to Risk Management for new employees
- Background Check Authorization Form [Resolution No. 2017-058]
- Copy of driver's license and insurance card

ADDITIONAL INFORMATION



Pacific County Public Works - Glen Mccully
 318 NE 2nd Street
 Long Beach, WA 98631
 (360) 642-9368

Garages R Us

320 Parpala Rd
 Naselle, Washington 98638
 Phone: (360) 581-6689
 Email: garagesrus@yahoo.com
 Web: www.garagesrus.net

Estimate # 000492
 Date 02/10/2020
 PO # Public Works

Description	Quantity	Rate	Total
7 - Door removal	7.0	\$75.00	\$525.00
7 - Existing overhead door removal			
7 - Disposal	7.0	\$50.00	\$350.00
7 - Existing door disposal			
7 - 12'x 12' Wayne-Dalton C-24	7.0	\$1,850.00	\$12,950.00
7 - 12'x12' Wayne-Dalton C-24, white, non-insulated, no windows, 14" radius track, torsion spring, 1 strut per section, bracket mount to wood - Installed			
7 - Liftmaster ATS 12' Opener	7.0	\$800.00	\$5,600.00
7 - Liftmaster ATS 12' Light Duty Commercial Openers, wall button - Installed			

Subtotal	\$19,425.00
Pacific County Tax	\$1,573.43
Total	\$20,998.43



Pacific County
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Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.
 REQUESTED MEETING DATE:
3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # 7

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
<input type="checkbox"/> SDC	<input type="checkbox"/> PCSO	<input type="checkbox"/> SUPR CT	<input type="checkbox"/> TRSR	<input type="checkbox"/> VEG	<input type="checkbox"/> WSU	<input type="checkbox"/> 367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Department of Public Works Date 3-14-20

Name & Title Mike Collins, Director/County Engineer Signature *Michael Collins*

NARRATIVE OF REQUEST:

Request to execute the Digital Submittal Certification for the County Road Administration Board reports for 2019. The Traffic Law Enforcement Certification 2019, Annual Certification 2019 and Fish Passage Barrier Removal Certification are attached for review.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve the request to execute the Digital Submittal Certification for the County Road Administration Board reports for 2019

Pacific County 2019
**CERTIFICATION OF DIVERSION AND ROAD FUND EXPENDITURES FOR TRAFFIC
 LAW ENFORCEMENT**
 WAC 136-150-022

Total Road Levy:

Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):	\$3,165,015.00
Actual Road Levy revenue produced:	\$3,170,497.51

Road Levy Diversion:

Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):	\$0.00
Actual amount of Diverted Road Levy:	\$0.00
Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):	N/A

Traffic Law Enforcement Paid by Road Fund Expenditures:

Budgeted cost reimbursements and/or operating transfers from the Road Fund:	\$355,338.00
Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:	\$269,520.24
<u>Total Road Portion Traffic Law Enforcement Expenditures:</u>	\$269,520.24
<u>Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):</u>	\$269,520.24

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "Engineer's Certification Form") by:

- County Sheriff
- County Auditor OR Charter designated Chief Financial Officer
- Chair, Board of County Commissioners OR County Executive

Pacific County Annual Certification For Calendar Year 2019

WAC 136-04

MANAGEMENT AND ADMINISTRATION

- A. During **2019** the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030. Yes

- B. At any time during **2019** was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed?

- C. The processing of County Road Accident Reports during **2019** complied with WAC 136-28. Yes

- D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in **2019** per WAC 136-14-020. Yes

- E. As of December 31, **2019** the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

*Has your agency sent the most recently adopted version to CRAB WAC 136-50-051?

POLICY	WAC	DATE OF CURRENT VERSION
Re: Organization	136-50-051	12/11/2018
Re: Personnel Practices	136-50-052	12/27/2019
Re: Complaint Handling	136-50-053	08/10/2010
Re: Work for Others	136-50-054	09/10/2010
Re: Utility Accommodation	136-50-055	06/09/1981
Re: Priority Programming	136-14-030	04/18/2016

F. The following were submitted to CRAB in a timely manner:

DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION / PREPARATION	DATE SENT TO CRAB
'19 Six-Year Program	136-15-050	31-DEC-18	11/13/2018	12/14/2018
'19 Annual Construction Program	136-16-040	31-DEC-18	11/13/2018	11/26/2018
'19 CAPP Program	136-300-060	31-DEC-18	10/24/2018	12/05/2018
'19 Road Fund Budget		31-DEC-18	11/13/2018	12/13/2018
'19 Maintenance Management Work Plan & Budget	136-11-040	31-DEC-18	11/29/2018	11/29/2018
'19 Road Levy	136-150-021	01-FEB-19	11/13/2018	01/10/2019
'18 Certification of Diversion and Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-APR-19	03/07/2019	03/07/2019
'18 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-APR-19	03/07/2019	03/07/2019
'18 Certification of Road Fund Exp. for Marine Navigation and Moorage	136-150-025	01-APR-19		
'18 Annual Construction Report	136-16-050	01-APR-19	03/11/2019	03/11/2019
'18 CAPP Report	136-300-090	01-APR-19	03/07/2019	03/07/2019
'18 Maintenance Management Certification	136-11-050	01-APR-19	02/15/2019	02/15/2019
'18 Annual Certification	136-04-030	01-APR-19	03/05/2019	03/11/2019
'18 Road Log Update	136-60-030	01-MAY-19	02/26/2019	04/01/2019
'19 PMS Certification for CAPA Eligibility	136-70-070	31-DEC-19	09/13/2019	09/13/2019

- G. Projects to which construction expenditures were charged were all on the originally adopted **2019** Annual Program or as amended per WAC 136-16-042 - Attach Amendments. (If No, please attach a brief explanation.)

Explanation:

County Road Project No. 1659 was added by unanimous decision by the Board on July 9, 2019 for the Fowler Road Improvement Project.

- H. The County's construction by county forces limit for **2019** computed in accordance with RCW 36.77.065: \$807,428.00
- I. The actual expenditure for construction by county forces as reported in the **2019** Annual Const. Report: \$160,868.00
- J. As required by WAC 136-20-060, a written Bridge and Inspection Report for **2019** was furnished to the legislative authority on (attach a copy): 09/24/2019

of NBI Bridges as of December 31, **2019**: 63

FISH PASSAGE CERTIFICATION
 WAC 136-150-023
 Submitting County: **Pacific** Budget Year: **2019**

Fish Passage Barrier Removal Projects

Project Name	Total Project Cost	Cost Outside of ROW	% of Total Cost (25% Allowed by WAC)

Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way

Total Annual Road Construction Budget: \$1,006,115.50

X 0.005

1/2% of Total Annual Road (Limit of "Outside of Right-of-Way" expense) = \$5,030.58

Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way \$0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070 , as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

CONTRACT/AGREEMENT/GRANT

Per Contract/Agreement/Grant Review Policy [Resolution No. 2019-044]

Name of Contractor Dell Inc.

Name of Contract/Agreement/Grant/Amendment #: C000000010849 under MNWNC-108

ATTACHED REQUIRED DOCUMENTS

- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Certificate of Insurance

EXPENDITURE REQUEST

Per Procurement/Purchasing Policy & Procedures [Resolution No. 2019-042]

	AMOUNT	FUND NO.	BUDGETED
Materials, Supplies, Equipment and Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Telecommunications & Data Processing	\$ <u>\$3,800.00</u>	<u>104&502</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Architecture, Engineering, Landscape Architecture, or Surveying Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personal Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Purchases Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Public Works Project	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sole Source Purchase [Resolution required]	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
“Piggybacking” Purchase	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

If expenditure is not budgeted, will a supplement be required Yes No

ATTACHED REQUIRED DOCUMENTS [check all that apply]

- Bids & Bid Tabulation
- Sole Source Resolution
- W-9
- Certificate of Insurance
- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Piggybacking documentation [Resolution No. 2019-042]
- Inventory Acquisition Form

NEW EMPLOYEES / TRANSFERS

- New Employee/Change in Status Form
- Documents to be submitted to Risk Management for new employees
- Background Check Authorization Form [Resolution No. 2017-058]
- Copy of driver’s license and insurance card

ADDITIONAL INFORMATION



Savings	\$1,455.54
Subtotal (1)	\$1,431.74
Estimated Shipping	\$0.00
ecomm_Labels: cart_SalesTax_fee_label	\$115.98
Total	\$1,547.72

✓ You've successfully saved a new eQuote - #3000058313307

✕

Details

Andrew Seaman
Quote number # 3000058313307
Created March 23, 2020
Expires May 22, 2020
Created by
aseaman@co.pacific.wa.us
Authorized buyer Andrew Seaman

Customer details

Billing

Order contact
Andrew Seaman, Pacific County
Dell Contract Code:
C000000010849
Customer agreement number:
05815-003
Phone number: (360) 875-9300
Additional:
aseaman@co.pacific.wa.us

Billing information
ACCOUNTS PAYABLE, COUNTY
OF PACIFIC
211 COMMERCIAL ST, RAYMOND,
WA, 98577-2429
Customer number: 7153115
Phone number: (360) 875-9368
Additional:
ASEAMAN@CO.PACIFIC.WA.US

Tax exemption
I am not tax exempt

Shipping

Shipping information
Andrew Seaman, Pacific County
1216 W. Robert Bush Dr., South
Bend, WA, 98586-0006
Phone number: (360) 875-9300
ext. 2271
Additional:

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total	
 Dell Latitude 5501 without graphics card Discounted unit price: \$1,431.74 Estimated Ship Date April 19, 2020 - April 23, 2020	1	\$2,887.28	\$2,887.28	
Premier discount Catalog Number: 84 / rcrc1124354-5317478			-\$1,455.54	
Category	Description	Code	SKU	ID
Dell Latitude 5501	Dell Latitude 5501 CTO	GS4GJUP	[210-ASWM]	1
Processor	9th Generation Intel® Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	GWZL02A	[379-BDOW]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYE02AP	[340-CKSZ]	291
Office Productivity Software	Microsoft Office 30 Day Trial	GC70FJV	[658-BCSB]	1002

Category	Description	Code	SKU	ID
Graphics	Intel® UHD Graphics 630 with Thunder bolt™ 3 for Intel 9th Gen Core i7-9850H	GYLAR5J	[338-BRSF]	149
Systems Management	Intel vPro Technology Enabled	G7PRZ1H	[631-ACCC]	49
Memory	8GB, 1x8GB, DDR4 Non-ECC	G186L29	[370-AECX]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	GMFYOE2	[400-BENB]	8
Hard Drive Cables and Brackets	SSD Filler	G0ANJ7X	[750-ABKO]	705
Battery Cable	Cable for 3/4 Cell Battery	GH2S0I4	[470-ADQJ]	1622
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" FHD (1920 x 1080) Anti-Glare Non-touch, RGB Camera & Microphone, WLAN/WWAN Capable	GSDIV5U	[391-BELR]	760
Keyboard	US English Keyboard Backlit with 10 Key Numeric Keypad Dual Pointing	GY5DTQV	[583-BFBO]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Wireless Drivers for Intel 9560 + Bluetooth 5.0	GG4FP8C	[555-BEXP]	7
Wireless	Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	GOJBTN9	[555-BESD]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell 68Whr ExpressCharge™ Capable Battery	G7X2YI5	[451-BCKB]	112
Power Supply	90W AC Power Adapter - 3-pin 7.4mm Barrel	GOT1396	[492-BBXJ]	1015
PalmRest	Dual Pointing Touch Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt™ 3	G1DPSQE	[346-BFHG]	55
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Chassis Options	Latitude 5501 Bottom Door	GBU3FP0	[321-BEMC]	116
Shipping Material	System Shipment, Latitude 5501	GP7AYZM	[340-CMGW]	465
Dell Application Software	Windows System Software	GS47EUL	[658-BCUV] [658-BBMR] [640-BBLW] [525-BBCL] [658-BDVK] [658-BBRB] [658-BEGU]	1003
Placemat	Latitude 5501 Quick Start Guide	GVEK02G	[340-CMGX]	60
Protect your new PC	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
TAA	No TAA	GUSA19Y	[340-ACQQ]	97

Category	Description	Code	SKU	ID
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Label	Regulatory label, FCC	GL7DVE2	[389-DPGZ]	676
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21
Docking Stations	No Docking Station	GJTIBU6	[452-BBSE]	271
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
Transportation	Standard Shipment (S)	G7DC6AK	[800-BBQN]	200080
Pricing Information	Dell Latitude 5501 CTO	GJF9XEA	[610-BCCW]	200237
Hardware Support Services	3 Years ProSupport Plus with Next Business Day Onsite Service	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29

Item total: \$1,431.74

Savings: \$1,455.54

Subtotal (1): \$1,431.74

Savings	\$1,455.54
Subtotal (1)	\$1,431.74
Estimated Shipping	\$0.00
ecomm_Labels: cart_SalesTax_fee_label	\$115.98
Total	\$1,547.72

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

***Dell Business Credit:** Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

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CONTRACT/AGREEMENT/GRANT

Per Contract/Agreement/Grant Review Policy [Resolution No. 2019-044]

Name of Contractor Dell Inc.

Name of Contract/Agreement/Grant/Amendment #: C000000010849 under MNVNC-108

ATTACHED REQUIRED DOCUMENTS

- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Certificate of Insurance

EXPENDITURE REQUEST

Per Procurement/Purchasing Policy & Procedures [Resolution No. 2019-042]

	AMOUNT	FUND NO.	BUDGETED
Materials, Supplies, Equipment and Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Telecommunications & Data Processing	\$ <u>5,800.00</u>	<u>502</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Architecture, Engineering, Landscape Architecture, or Surveying Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personal Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Purchases Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Public Works Project	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sole Source Purchase [Resolution required]	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
"Piggybacking" Purchase	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

If expenditure is not budgeted, will a supplement be required Yes No

ATTACHED REQUIRED DOCUMENTS [check all that apply]

- Bids & Bid Tabulation
- Sole Source Resolution
- W-9
- Certificate of Insurance
- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044]
- Piggybacking documentation [Resolution No. 2019-042]
- Inventory Acquisition Form

NEW EMPLOYEES / TRANSFERS

- New Employee/Change in Status Form
- Documents to be submitted to Risk Management for new employees
- Background Check Authorization Form [Resolution No. 2017-058]
- Copy of driver's license and insurance card

ADDITIONAL INFORMATION

Your Shopping Cart

Category	Description	Code	SKU	ID
Graphics	Intel® UHD Graphics 630 with Thunder bolt™ 3 for Intel 9th Gen Core i7-9850H	GYLAR5J	[338-BRSF]	149
Systems Management	Intel vPro Technology Enabled	G7PRZ1H	[631-ACCC]	49
Memory	8GB, 1x8GB, DDR4 Non-ECC	G186L29	[370-AECX]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	GMFYOE2	[400-BENB]	8
Hard Drive Cables and Brackets	SSD Filler	G0ANJ7X	[750-ABKO]	705
Battery Cable	Cable for 3/4 Cell Battery	GH2S0I4	[470-ADQJ]	1622
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" FHD (1920 x 1080) Anti-Glare Non-touch, RGB Camera & Microphone, WLAN/WWAN Capable	GSDIV5U	[391-BELR]	760
Keyboard	Dual Pointing US English Keyboard Backlit with 10 Key Numeric Keypad	GY5DTQV	[583-BFBO]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Wireless Drivers for Intel 9560 + Bluetooth 5.0	GG4FP8C	[555-BEXP]	7
Wireless	Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	GOJBTN9	[555-BESD]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell 68Whr ExpressCharge™ Capable Battery	G7X2Y15	[451-BCKB]	112
Power Supply	90W AC Power Adapter - 3-pin 7.4mm Barrel	GOT1396	[492-BBXJ]	1015
PalmRest	Dual Pointing Touch Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt™ 3	G1DPSQE	[346-BFHG]	55
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Chassis Options	Latitude 5501 Bottom Door	GBU3FP0	[321-BEMC]	116
Shipping Material	System Shipment, Latitude 5501	GP7AYZM	[340-CMGW]	465
Dell Application Software	Windows System Software	GS47EUL	[658-BCUV] [658-BBMR] [640-BBLW] [525-BBCL] [658-BDVK] [658-BBRB] [658-BEGU]	1003
Placemat	Latitude 5501 Quick Start Guide	GVEK02G	[340-CMGX]	60
Protect your new PC	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
TAA	No TAA	GUSA19Y	[340-ACQQ]	97

Category	Description	Code	SKU	ID
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	G3WKG0Y	[460-BBEX]	118
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Label	Regulatory label, FCC	GL7DVE2	[389-DPGZ]	676
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21
Docking Stations	No Docking Station	GJTIBU6	[452-BBSE]	271
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
Transportation	Standard Shipment (S)	G7DC6AK	[800-BBQN]	200080
Pricing Information	Dell Latitude 5501 CTO	GJF9XEA	[610-BCCW]	200237
Hardware Support Services	3 Years ProSupport Plus with Next Business Day Onsite Service	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29

Item total: \$1,431.74



OptiPlex 7070 MT 4 \$1,839.12 \$7,356.48
 Discounted unit price: \$973.34
Estimated Ship Date
 March 27, 2020 - March 30, 2020

Premier discount -\$3,463.12
Catalog Number: 84 / rrc1124354-5569709

Category	Description	Code	SKU	ID
OptiPlex 7070 MT	OptiPlex 7070 MT XCTO	G3SGX0V	[210-ASEG]	1
Processor	Intel® Core™ i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux	GBA4Q7V	[338-BRTC]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYE02AP	[340-CKSZ]	291
Microsoft Office	No Productivity Software	GEKH8UQ	[630-AAPK]	1002
Memory	8GB 1X8GB 2666MHz DDR4 Memory	GFNRQ2B	[370-AEBK]	3
Hard Drive	M.2 256GB PCIe NVMe Class 40 Solid State Drive	GS58WUB	[400-BEUS] [773-BBBC]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637

Your Shopping Cart

Category	Description	Code	SKU	ID
Raid Connectivity	No RAID	GS3UFWA	[817-BBBN]	1009
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6
Chassis Options	OptiPlex 7070 Tower with 260W up to 92% efficient Power Supply (80Plus Platinum)	GNPL8YS	[329-BEJO]	116
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20
Optical Drive	No Optical Disk Drive	GS2HK65	[429-ABFI]	16
Optical Software	PowerDVD Software not included	GI5LS2C	[632-BBBJ]	597
Additional Storage Devices - Media Reader	No Media Card Reader Selected	GW2K1D6	[379-BBHM]	10
Wireless	No Wireless LAN Card	GE7Y41P	[555-BBFO]	19
Wireless Driver	No Wireless	GVHB6TP	[555-BBFO]	7
Stands and Mounts	No Stand Option	GJ05ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
Keyboard	Dell Multimedia English Keyboard - KB216	GZDPBC1	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse	GWJIAF2	[275-BBBW]	12
Back Cover	No Cover Selected	GKN16CQ	[320-BCGK]	376
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Multi-Select Monitors	Monitor not included	G6I01UL	[480-AAJX]	496
Software Stack	Dell Applications for Windows 10 non EMB	GSBQH2R	[525-BBCL] [658-BBLB] [658-BBRB] [658-BEHB]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21
Placemat	Quick Setup Guide for OptiPlex 7070 Tower	GN75UGL	[750-ABKU]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
EAN/UPC Label	No UPC Label	G8WGTYN	[389-BCGW]	292
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Ship Material for OptiPlex Tower	G7G214X	[340-CDWT] [389-BBUU]	465
Label	EPA Regulatory Label	GYG9QZS	[389-DQJZ]	676
CompuTrace Offerings	No Computrace	GO1F2XY	[461-AABF]	697
Intel Responsiveness Technologies	NO INTEL RESPONSIVE	GH8DSLC	[551-BBBJ]	707

Your Shopping Cart

Category	Description	Code	SKU	ID
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Systems Management	Intel® vPro Technology Enabled	GVYWEU2	[631-ACCZ]	49
Network Adapters (NIC)	No Additional Network Card Selected (Integrated NIC included)	G9MQCN3	[555-BBJO]	13
Image Restore	Dell SupportAssist OS Recovery Tool	G5E164X	[658-BEOK]	200076
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Protect Your New PC	No Security Software	NOSS	[650-AAAM]	1014
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583
Optane	No Optane	GGALRD0	[400-BFPO]	200304
Additional Video Ports	No Additional Video Ports	GWFXAL0	[492-BCKH]	495
Hardware Support Services	3 Years ProSupport with Next Business Day Onsite Service	PN3	[812-3886] [812-3908] [989-3449] [812-3894]	29

Item total: \$3,893.36

Savings: \$4,918.66

Subtotal (5): \$5,325.10

Savings	\$4,918.66
Subtotal (5)	\$5,325.10
Estimated Shipping	\$0.00
ecommm_Labels: cart_SalesTax_fee_Label	\$431.35
Total	\$5,756.45

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

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****Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers.** Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

¹Subject to applicable law and regulations.

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WANT TO DO BUSINESS WITH DES SURPLUS OPERATIONS?

Company Name Pacific County Date 3-24-2020

Follow steps 1-5 thoroughly to help expedite the process.

STEP 1: Please provide us with the following information:

Your Name	Frank Wolfe
Address	1216 W. Robert Bush Dr.
City, State, Zip	South Bend, WA 98586-0006
Phone Number	360-875-9334

If you are selling property, the SURPLUS PROPERTY PROCEEDS shall be forwarded to the following:

Company Name	Pacific County
Attn	Amber Kaech
Address	211 N. Commercial
City, State, Zip	Raymond, WA 98577

CONTRACT MANAGER: Your representative who will be responsible for all communications regarding the performance of this agreement shall be:

Name	Andrew Seaman
Title	Information Technology Manager
Address	1216 W. Robert Bush Dr.
City, State, Zip	South Bend, WA 98586-0006
Phone Number	360-875-9300 x2271
E-mail Address	aseaman@co.pacific.wa.us

STEP 2: E-mail this form to: Requestprocurement@des.wa.gov -OR-

FAX to: DES - Agency Contracts, Consulting and Oversight - (360) 407-9174

STEP 3: We will use the above information to create an Interagency Agreement. Two paper copies will be forwarded to you for signature. Both copies are to be returned to us.

STEP 4: Upon receipt, the Director for Department of Enterprise Services will sign both copies.

STEP 5: One original with both signatures will be returned to you for your records.



STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

7511 New Market St. SW, Olympia, WA
98504

PO Box 41030, Olympia, WA 98504

INSTRUCTIONS FOR COMPLETING ELIGIBILITY APPLICATIONS

Instructions applicable to ALL applicants: Public Law 94-519 mandates that surplus personal property be distributed in a fair and equitable manner based on the relative needs and resources of interested eligible agencies and organizations and their abilities to utilize the property. To assist the State Agency in complying with this requirement, enclose a statement with the application providing information relating to the following:

1. Source of funds, such as tax revenues, Federal or State grants, tuition or service charges, and donation or contributions (a financial statement)
2. Economic condition of the agency or organization including any extraordinary economic problems
3. Availability of funds and facilities to repair or renovate the property and maintain the property in use
4. General description of the nature and types of property needed for use in the program or activities

Instructions applicable only to certain specified applicants:

1. School, college, or university lacking evidence of formal approval or accreditation : The following type of information may be accepted in lieu thereof; a letter from a school district governing board or the State Superintendent of Public Instruction or similar authority stating that the institution meets the academic or instructional standards prescribed for public school, colleges, or universities in the State or that students will be accepted for transfer to accredited or approved institutions at the same academic level.
2. School for the mentally or physically handicapped: the application must include a copy of a certificate or other evidences that the facility meets state and local health and safety standards. Give data on length of school day, week, and year and the number and qualifications of staff
3. Educational radio or educational television station: copy of the FCC license to operate exclusively for noncommercial educational purposes must accompany the application.
4. Medical institution lacking evidence of formal approval, accreditation, or licensing: the application must include a letter from a city, county, state, or federal health authority stating that the institution is approved by that authority. A licensing authority prescribes that medical requirements and standard for the professional and technical services of that institution.
5. Private, nonprofit library: the application must include a statement from the governing body that the library services are free to all residents of the community .
6. Homeless shelters: see the attached page.

STATE OF WASHINGTON
SURPLUS PROPERTY PROGRAMS
APPLICATION FOR ELIGIBILITY

I. LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION:

County of Pacific, State of Washington 91-6001356

Name of Organization *Federal ID Number (TIN)*
 Frank Wolfe Andrew Seaman

Name of Executive Director of Organization *Mailing Contact*
 P.O. Box 66, 1216 Robert Busch Dr. W., South Bend, WA 98586-0066

Organization's Mailing Address (PO Box Number, Street, City, State, County, and Zip Code)
 360-875-9334 360-875-9335 aseaman@co.pacific.wa.us

Telephone Number *Fax Number* *E-mail Address*

II. APPLICANT STATUS (CHECK ONE):

[X] Public Agency Nonprofit, tax-exempt organization

III. TYPE OR PURPOSE OF ORGANIZATION:

<input type="checkbox"/> <u>State</u>	<input checked="" type="checkbox"/> <u>Local Public</u>	<input type="checkbox"/> <u>Non-Profit</u>	<input type="checkbox"/> <u>Service Educational Activity</u>
<input type="checkbox"/> Conservation	<input checked="" type="checkbox"/> County or <input type="checkbox"/> City	<input type="checkbox"/> College/University	<input type="checkbox"/> American Red Cross
<input type="checkbox"/> Education	<input type="checkbox"/> Conservation	<input type="checkbox"/> Education	<input type="checkbox"/> Girl or Boy Scouts
<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Education	<input type="checkbox"/> Vocational, Tech, Trade School	<input type="checkbox"/> JROTC
<input type="checkbox"/> Econ. Development	<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Medical Institution	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Health	<input type="checkbox"/> Econ. Development	<input type="checkbox"/> Child Care Center	
<input type="checkbox"/> Safety	<input type="checkbox"/> Health	<input type="checkbox"/> Provider of Assistance to Homeless	<input type="checkbox"/> 8A/SBA
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Safety	<input type="checkbox"/> Provider of Assistance to Impoverished	
	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAMS OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED.

V. SOURCE OF FUNDING: (Attach supporting documentation)

[X] Tax-Supported [X] Grant Contributions Other (specify)

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX-EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954?

Yes (copy required except for governmental units) No

VII. IS THE ORGANIZATION APPROVED, ACCREDITED OR LICENSED?

[X] Yes (copy required) **BY WHAT AUTHORITY? State of Washington** _____ No

VIII. 3-24-2020
Date

Signature of Authorized Official

*****FOR STATE AGENCY USE ONLY*****

Eligibility expires _____
 Eligibility Status: Eligible for Federal Conditionally Eligible Eligible for State ONLY Eligible for Federal ONLY
 Agency Type: A Public Agency Nonprofit Service Educational Activity 8A/SBA

Date

Surplus Program Manager

TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:

- (1) It is a public agency or a nonprofit institution or organization exempt from taxation under Section 501 of the Internal Revenue Code of 1954 within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for such purpose, or for programs for older individuals. The property not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior approval of the State Agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All types of property shall be placed in use for the purposes(s) for which acquired within one year of receipt and shall be continued in use for such purposes(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency and, at the donee's expense, return such property to the State agency or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY. APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT.

- (1) The Property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the state agency designates a further period of restriction.
- (3) In the event the property is not so used as required by (C)(1) and (2) and Federal restrictions (B)(1) and (2) have expired, then the title and right to the possession of such property shall at the option of the State agency revert to the State of Washington and the donee shall release such property to such person as the State agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it received the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently for use outside the State, without prior approval of GSA under (B) or the State agency under (C). The proceeds from any sale, trade, loan, bailment, encumbrance, or other disposal of the property, when such

action is authorized by GSA or by the State agency, shall be remitted by the donee to GSA or the State agency, as the case may be.

- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed heron is no longer suitable, usable, or further needed by the donee for the purposes(s) for which acquired, the donee shall promptly to the State agency, lease the property to another donee or another State agency, department, or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the State agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OR PROPERTY LISTED HEREON.

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

Definitions

ACCREDITED: Approved by a recognized accrediting board/association on a regional, state or national level.

ADULT DAY CARE: A program of services provided under health leadership in an ambulatory care setting for adults who do not require 24-hour institutional care and yet, due to physical and/or mental impairment, are not capable of full-time independent living. Participants in the day care program are referred to the program by their attending physician or by some other appropriate source such as an institutional discharge planning program, a welfare agency, etc. The essential elements of a day care program are directed toward meeting the health and maintenance and restorative needs of participants.

APPROVED: Recognition and approval by the State Department of Education, State Department of Health or other appropriate authority exists for the purpose of making an accreditation. For an education institution or an educational program, approval must relate to academic or instructional standards established by the appropriate authority. An educational institution or program may be considered approved if its instruction and credits are accepted by three accredited or state-approved institutions, or if it meets the academic or instructional standards prescribed for public schools in the state; i.e., the organizational entity or program is devoted primarily to approved academic, vocational (including technical or occupational) or professional study and instruction, which is operated primarily for educational purposes by a full-time staff of qualified instructor. For a public health institution or program, approval must relate to the medical requirements and standards for the professional and technical services of the institution established by the appropriate authority. A health institution or program may be considered as approved when a state body having authority under law to establish standards and requirements for public health institutions renders approval thereto whether by accreditation procedures or licensing or such other method proscribed by state law. In the absence of an official state approving authority for a public health institution or program or educational institution or program, the awarding of research grants to the institution or organization by a recognized authority may constitute approval.

CHILD CARE CENTER: A public or nonprofit facility where educational, social, health and nutritional services are provided to children through age 14 or as prescribed by state law, and which is approved or licensed by the state or other appropriate authority as a child day care center.

CLINIC: An approved public or nonprofit facility organized and operated for the primary purpose of providing outpatient public health services.

COLLEGE: An approved or accredited public or nonprofit institution of higher learning offering organized study courses and credits leading to baccalaureate or higher degree.

ECONOMIC DEVELOPMENT: A program carried out or promoted by a public agency for public purposes which involves, directly or indirectly, efforts to improve the opportunities of a given political area for the successful establishment or expansion of industrial, commercial or agricultural plants or facilities and which otherwise assists in the creation of long term employment opportunities in the area or primarily benefits the unemployed or those with low incomes.

EDUCATIONAL INSTITUTION: An approved, accredited or licensed public or nonprofit institution, facility, entity or organization conducting educational programs.

EDUCATIONAL RADIO STATION: A radio station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under Section 501 of the Internal Revenue Code of 1954.

EDUCATIONAL TELEVISION STATION: A television station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under Section 501 of the Internal Revenue Code of 1954.

FEDERAL FINANCIAL ASSISTANCE: Aid provided by a federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance or direct appropriations, but not including direct federal cash assistance to individuals. It includes awards received directly from federal agencies or indirectly through other units of state and local government.

HEALTH CENTER: An approved public or nonprofit facility utilized by a health unit for the provision of public health services.

HOSPITAL: An approved or accredited public or nonprofit institution providing public health services primarily for inpatient medical or surgical care of the sick and injured, including related facilities such as laboratories, outpatient departments, training facilities and staff offices.

LIBRARY: A public or nonprofit facility providing library services free to all residents of a community, district, state or region.

LICENSED: Recognition and approval by the appropriate state or local authority approving institutions or programs in specialized areas. Licensing generally relates to established minimum public standards of safety, sanitation, staffing and equipment as they relate to the construction, maintenance and operation of a health or educational facility, rather than to the academic, instructional or medical standards for these institutions. Licensing may be required for educational or public health programs such as occupational training, physical or mental health rehabilitation services or nursing care. Licenses must be renewed periodically.

LOCAL GOVERNMENT: A government or administration of a locality within a state or possession of the US.

MEDICAL INSTITUTION: An approved, accredited or licensed public or nonprofit institution, facility, entity or organization the primary function of which is the furnishing of public health and medical services to the public at large or promoting public health through the conduct of research for any such purposes, experiments, training or demonstrations related to cause, prevention and methods of diagnosis and treatment of diseases and injuries. The term includes but is not limited to hospitals, clinics, alcoholic and drug abuse treatment centers, public health or treatment centers, research and health centers, geriatric centers, laboratories, medical schools, nursing schools and similar institutions. The term does not include institutions primarily engaged in domiciliary care, although a separate medical facility within such a domiciliary institution may qualify as a "medical institution".

MUSEUM: A public or private nonprofit institution which is organized on a permanent basis essentially for educational or esthetic purposes and which, using a professional staff, owns or uses tangible objects, whether animate or inanimate; cares for these objects; and exhibits them to the public on a regular basis (a minimum of 1000 hours) either free or for a nominal charge. The term "museum" includes, but is not limited to, the following institutions, if they satisfy all other provisions of federal regulations: aquariums and zoological parks, botanical gardens and arboretums, museums relating to art, history, natural history, science and technology and planetariums. An institution uses a professional staff if it employs full time at least one qualified staff member who devotes his or her time primarily to the acquisition, care or public exhibition of objects owned or used by the institution. This definition does not include any institution which exhibits objects to the public if the display or use of the objects is only incidental to the primary function of the institution.

NONPROFIT TAX-EXEMPT ACTIVITY: An institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax-exempt under the provisions of Section 501 of the Internal Revenue Code of 1954.

PROGRAM FOR OLDER INDIVIDUALS: Any state or local government agency or any nonprofit, tax-exempt activity which receives funds appropriated for programs for older individuals under the Older Americans Act of 1965, as amended, under Titles IV or XX of the Social Security Act, or under Titles VIII and X of the Economic Opportunity Act of 1964 and the Community Services Block Grant Act.

PROVIDER OF ASSISTANCE TO THE HOMELESS: A public agency or a nonprofit, tax-exempt institution or organization that operates a program which provides assistance such as food, shelter or other services directly to homeless individuals. The term "homeless individual" means an individual who lacks a fixed, regular and adequate nighttime residence, or who has a primary nighttime residence that is (1) a supervised public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelter and traditional housing for the mentally ill); (2) an institution that provides a temporary residence for individuals intended to be institutionalized; or (3) a public or private place not designed for, or ordinarily not used as a regular sleeping accommodation for human beings. For purposes of this regulation, the term does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or state law. Property acquired through the donation program by such institutions or organizations must be used primarily in their program for providing assistance to homeless individuals.

PROVIDER OF ASSISTANCE TO IMPOVERISHED FAMILIES AND INDIVIDUALS: A public or private nonprofit, tax-exempt organization whose primary function is to provide money, goods or services to families or individuals whose annual incomes are below the poverty line as defined in section 673 of the Community Services Block Grant Act (42 U.S.C. 9902). Providers include food banks, self-help housing groups and organizations providing services such as the following: health care; medical transportation; scholarships and tuition assistance; tutoring and literacy instruction; job training and placement; employment counseling; child care assistance; meals or other nutritional support; clothing distribution; home construction or repairs; utility or rental assistance and legal counsel.

PUBLIC AGENCY: Any state, political subdivision thereof (including any unit of local government or economic development district) or any department, agency, instrumentality thereof (including instrumentalities created by compact or other agreement between states or political subdivisions), or any Indian Tribe, band, group, pueblo or community located on a state reservation.

PUBLIC HEALTH INSTITUTION: An approved, accredited or licensed public or nonprofit institution, facility, or organization conducting a public health program such as a hospital, clinic, health center or medical institution, including research for any such program, the services of which are available to the public at large.

PUBLIC PURPOSE: A program or programs carried out by a public agency which are legally authorized in accordance with the laws of the state or political subdivision thereof and for which public funds may be expended. Public purposes include but are not limited to programs such as conservation, economic development, education, parks and recreation, public health and public safety.

PUBLIC SAFETY: A program or programs carried out or promoted by a public agency for public purposes involving directly or indirectly the protection, safety, law enforcement activities and criminal justice system of a given political area. Public safety programs may include but are not limited to those carried out by public police department, sheriff's offices, the courts, penal and correctional institutions including juvenile facilities, state and civil defense organizations, fire departments and rescue squads, including volunteer fire departments and rescue squads supported in whole or in part with public funds.

SCHOOL: A public or nonprofit approved or accredited organizational entity devoted primarily to approved academic, vocational or professional study and instruction which operates primarily for educational purposes on a full-time basis for a minimum school year and employs a full-time staff of qualified instructors.

SERVICE EDUCATIONAL ACTIVITY (SEA): Any educational activity designated by the Secretary of Defense as being of special interest to the armed services. The term include maritime academies; or military, naval, Air Force or Coast Guard preparatory schools; junior colleges & institutes; senior high school-hosted Junior Reserve Officer Training Corps; and nationally organized youth groups such as Boy Scouts, Girl Scouts & Little League, whose primary purpose is to offer courses of instruction devoted to the military arts and sciences.

UNIVERSITY: A public or nonprofit approved and accredited institution for instruction and study in the higher branches of learning and empowered to confer degrees in special departments or colleges.

Non-Discrimination Certification

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

County of Pacific, State of Washington

Name of Organization

P.O. Box 6, South Bend, WA

Mailing Address (PO Box #, Street, City & State)

98586-0006

Zip Code

1216 Robert Bush Dr. W.

Street Address/Location (If different from mailing address)

County of Pacific

County

360-875-9334

Telephone Number

360-875-9335

Fax Number

The "Donee" hereby agrees that the program for or in connection with which any property is donated will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who, through contractual or other arrangements with the donee, is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administration Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall, on the ground of race, color, natural origin, sex or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal Assistance from the General Services Administration, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations, that this agreement shall obligate the donee or the period during which it retains ownership or possession of any such property, that the United States shall have the right to seek judicial enforcement of this agreement, and this agreement shall be finding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date

(Signature of Authorized Official)

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

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

County of Pacific, State of Washington

Name of Organization

P.O. Box 6, South Bend, WA

Mailing Address (PO Box #, Street, City & State)

98586-0006

Zip Code

1216 Robert Bush Dr. W.

Street Address/Location (If different from mailing address)

County of Pacific

County

360-875-9334

Telephone Number

360-875-9335

Fax Number

******* (Please Check One) *******

The Applicant Organization certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from:

- Participation in this transaction by any Federal department agency
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

Date

(Signature of Authorized Official)



STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

7511 New Market St. SW, Olympia, WA
98504

PO Box 41030, Olympia, WA 98504

INSTRUCTIONS FOR COMPLETING ELIGIBILITY APPLICATIONS

Instructions applicable to ALL applicants: Public Law 94-519 mandates that surplus personal property be distributed in a fair and equitable manner based on the relative needs and resources of interested eligible agencies and organizations and their abilities to utilize the property. To assist the State Agency in complying with this requirement, enclose a statement with the application providing information relating to the following:

1. Source of funds, such as tax revenues, Federal or State grants, tuition or service charges, and donation or contributions (a financial statement)
2. Economic condition of the agency or organization including any extraordinary economic problems
3. Availability of funds and facilities to repair or renovate the property and maintain the property in use
4. General description of the nature and types of property needed for use in the program or activities

Instructions applicable only to certain specified applicants:

1. School, college, or university lacking evidence of formal approval or accreditation: The following type of information may be accepted in lieu thereof; a letter from a school district governing board or the State Superintendent of Public Instruction or similar authority stating that the institution meets the academic or instructional standards prescribed for public school, colleges, or universities in the State or that students will be accepted for transfer to accredited or approved institutions at the same academic level.
2. School for the mentally or physically handicapped: the application must include a copy of a certificate or other evidences that the facility meets state and local health and safety standards. Give data on length of school day, week, and year and the number and qualifications of staff
3. Educational radio or educational television station: copy of the FCC license to operate exclusively for noncommercial educational purposes must accompany the application.
4. Medical institution lacking evidence of formal approval, accreditation, or licensing: the application must include a letter from a city, county, state, or federal health authority stating that the institution is approved by that authority. A licensing authority prescribes that medical requirements and standard for the professional and technical services of that institution.
5. Private, nonprofit library: the application must include a statement from the governing body that the library services are free to all residents of the community.
6. Homeless shelters: see the attached page.

**STATE OF WASHINGTON SURPLUS OPERATIONS
APPLICATION FOR ELIGIBILITY**

I. LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION:

<i>Name of Organization</i>		<i>Federal ID Number (TIN)</i>
Pacific County		91-6001356
<i>Name of Executive Director</i>	<i>E-mail Address</i>	<i>Telephone Number</i>
Frank Wolfe	fwolfe@co.pacific.wa.us	(360) 875-9334
<i>Mailing Contact</i>	<i>E-mail Address</i>	<i>County</i>
Andrew Seaman	aseaman@co.pacific.wa.us	Pacific
<i>Mailing Address</i>		<i>Zip Code</i>
P.O. Box 6, South Bend, WA		98586

II. APPLICANT STATUS:

III. TYPE OF ORGANIZATION :

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAMS, SERVICES OFFERED, FACILITIES OPERATED AND A LIST OF MATERIALS YOU WISH TO PROCURE.

Pacific County would like the ability to purchase available Washington State surplus. This surplus would include but not be limited to office equipment, furniture, vehicles, heavy equipment, materials, etc.

V. SOURCE OF FUNDING: (You may be asked to attach supporting documentation)

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX-EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954? IF YES CONFIRMATION LETTER FROM IRS IS REQUIRED.

VII. IS THE ORGANIZATION APPROVED, ACCREDITED OR LICENSED? IF YES, COPY IS REQUIRED. ELIGIBILITY WILL ALSO BE CONTINGENT TO LICENSE BEING CURRENT.

If YES, BY WHAT AUTHORITY?

Date Signature of Authorized Official

3-24-2020

*****FOR STATE AGENCY USE ONLY*****

Eligibility: [] *Eligible for Federal & State* [] *Conditionally Eligible* [] *Eligible for State ONLY* [] *Eligible for Federal ONLY*

Organization Approved As: _____ 3040: _____

Date Surplus Program Manager Eligibility Expires

AUTHORIZED REPRESENTATIVES

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Pacific County

Name of Organization

P.O. Box 6, South Bend, WA

Mailing Address

1216 W. Robert Bush, Dr.

Street Address/Location (If different from mailing address)

98586

Zip

Pacific

(360) 875-9334

(360) 875-9335

County

Telephone Number

Federal Tax ID Number (TIN) 91-6001356

Email Address fwolfe@co.pacific.wa.us

II. THE FOLLOWING REPRESENTATIVES ARE DESIGNATED TO:

Acquire Federal Property

Acquire State Property;

By signing below each representative confirms they have read the terms and conditions involved with Federal Guidelines and agree to fulfill them. Certifying Officials must keep their lists up to date and Surplus Operations is not responsible for the actions of outdated personnel.

III.

NEW DESIGNATIONS

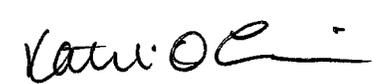
(Delete all previous authorizations)

ADDITIONAL DESIGNATIONS ONLY

(Add to previous authorization)

IV.

REPRESENTATIVES:

Name/Title	Email Address	Signature
Robin Souvenir	rsouvenir@co.pacific.wa.us	
Katie Oien-Lindstrom	koien@co.pacific.wa.us	
Paul Plakinger	pplakinger@co.pacific.wa.us	
Andrew Seaman	aseaman@co.pacific.wa.us	
Joyce Kidd	jkidd@co.pacific.wa.us	
Tim Crose	tcrose@co.pacific.wa.us	

V. CERTIFICATION

3-24-2020

Date

Signature of Your Certifying Official

Commissioner/Chair

Title

Non-Discrimination Certification

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Pacific County

Name of Organization

P.O. Box 6, South Bend, WA

98586-0006

Mailing Address (PO Box #, Street, City & State)

Zip Code

1216 W. Robert Bush, Dr.

Street Address/Location (If different from mailing address)

Pacific

(360) 875-9334

(360) 875-9335

County

Telephone Number

Fax Number

The "Donee" hereby agrees that the program for or in connection with which any property is donated will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who, through contractual or other arrangements with the donee, is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administration Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall, on the ground of race, color, natural origin, sex or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal Assistance from the General Services Administration, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations, that this agreement shall obligate the donee or the period during which it retains ownership or possession of any such property, that the United States shall have the right to seek judicial enforcement of this agreement, and this agreement shall be finding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

3-24-2020

Date

(Signature of Authorized Official)

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

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Pacific County

Name of Organization

P.O. Box 6, South Bend, WA

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98586

Zip Code

Street Address/Location (If different from mailing address)

Pacific

County

(360) 875-9334

Telephone Number

(360) 875-9335

Fax Number

******* (Please Check One) *******

The Applicant Organization certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from:

- Participation in this transaction by any Federal department agency
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

Additionally, signing below certifies that the Applicant Organization must immediately notify Washington State Surplus Operations if there is any change to the status of eligibility with any Federal department agency, regardless of reason.

3-24-2020

Date

(Signature of Authorized Official)

TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:

- (1) It is a public agency or a nonprofit institution or organization exempt from taxation under Section 501 of the Internal Revenue Code of 1954 within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for such purpose, or for programs for older individuals. The property not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior approval of the State Agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All types of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency and, at the donee's expense, return such property to the State agency or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (B) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY. APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT.

- (1) The Property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the state agency designates a further period of restriction.
- (3) In the event the property is not so used as required by (C) (1) and (2) and Federal restrictions (B) (1) and (2) have expired, then the title and right to the possession of such property shall at the option of the State agency revert to the State of Washington and the donee shall release such property to such person as the State agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it received the property listed hereon, and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently for use outside the State, without prior approval of GSA under (B) or the State agency under (C). The proceeds from any sale, trade, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted by the donee to GSA or the State agency, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it received the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purposes(s) for which acquired, the donee shall promptly to the State agency, lease the property to another donee or another State agency, department, or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the State agency.

(E) THE DONEE AGREES TO THE FOLLING CONDITIONS, APPLICABLE TO ALL ITEMS OR PROPERTY LISTED HEREON.

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

Definitions

ACCREDITED: Approved by a recognized accrediting board/association on a regional, state or national level.

ADULT DAY CARE: A program of services provided under health leadership in an ambulatory care setting for adults who do not require 24-hour institutional care and yet, due to physical and/or mental impairment, are not capable of full-time independent living. Participants in the day care program are referred to the program by their attending physician or by some other appropriate source such as an institutional discharge planning program, a welfare agency, etc. The essential elements of a day care program are directed toward meeting the health and maintenance and restorative needs of participants.

APPROVED: Recognition and approval by the State Department of Education, State Department of Health or other appropriate authority exists for the purpose of making an accreditation. For an education institution or an educational program, approval must relate to academic or instructional standards established by the appropriate authority. An educational institution or program may be considered approved if its instruction and credits are accepted by three accredited or state-approved institutions, or if it meets the academic or instructional standards prescribed for public schools in the state; i.e., the organizational entity or program is devoted primarily to approved academic, vocational (including technical or occupational) or professional study and instruction, which is operated primarily for educational purposes by a full-time staff of qualified instructor. For a public health institution or program, approval must relate to the medical requirements and standards for the professional and technical services of the institution established by the appropriate authority. A health institution or program may be considered as approved when a state body having authority under law to establish standards and requirements for public health institutions renders approval thereto whether by accreditation procedures or licensing or such other method proscribed by state law. In the absence of an official state approving authority for a public health institution or program or educational institution or program, the awarding of research grants to the institution or organization by a recognized authority may constitute approval.

CHILD CARE CENTER: A public or nonprofit facility where educational, social, health and nutritional services are provided to children through age 14 or as prescribed by state law, and which is approved or licensed by the state or other appropriate authority as a child day care center.

CLINIC: An approved public or nonprofit facility organized and operated for the primary purpose of providing outpatient public health services.

COLLEGE: An approved or accredited public or nonprofit institution of higher learning offering organized study courses and credits leading to baccalaureate or higher degree.

ECONOMIC DEVELOPMENT: A program carried out or promoted by a public agency for public purposes which involves, directly or indirectly, efforts to improve the opportunities of a given political area for the successful establishment or expansion of industrial, commercial or agricultural plants or facilities and which otherwise assists in the creation of long term employment opportunities in the area or primarily benefits the unemployed or those with low incomes.

EDUCATIONAL INSTITUTION: An approved, accredited or licensed public or nonprofit institution, facility, entity or organization conducting educational programs.

EDUCATIONAL RADIO STATION: A radio station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under Section 501 of the Internal Revenue Code of 1954.

EDUCATIONAL TELEVISION STATION: A television station licensed by the Federal Communications Commission and operated exclusively for noncommercial educational purposes and which is public or nonprofit and tax-exempt under Section 501 of the Internal Revenue Code of 1954.

FEDERAL FINANCIAL ASSISTANCE: Aid provided by a federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance or direct appropriations, but not including direct federal cash assistance to individuals. It includes awards received directly from federal agencies or indirectly through other units of state and local government.

HEALTH CENTER: An approved public or nonprofit facility utilized by a health unit for the provision of public health services.

HOSPITAL: An approved or accredited public or nonprofit institution providing public health services primarily for inpatient medical or surgical care of the sick and injured, including related facilities such as laboratories, outpatient departments, training facilities and staff offices.

LIBRARY: A public or nonprofit facility providing library services free to all residents of a community, district, state or region.

LICENSED: Recognition and approval by the appropriate state or local authority approving institutions or programs in specialized areas. Licensing generally relates to established minimum public standards of safety, sanitation, staffing and equipment as they relate to the construction, maintenance and operation of a health or educational facility, rather than to the academic, instructional or medical standards for these institutions. Licensing may be required for educational or public health programs such as occupational training, physical or mental health rehabilitation services or nursing care. Licenses must be renewed periodically.

LOCAL GOVERNMENT: A government or administration of a locality within a state or possession of the US.

MEDICAL INSTITUTION: An approved, accredited or licensed public or nonprofit institution, facility, entity or organization the primary function of which is the furnishing of public health and medical services to the public at large or promoting public health through the conduct of research for any such purposes, experiments, training or demonstrations related to cause, prevention and methods of diagnosis and treatment of diseases and injuries. The term includes but is not limited to hospitals, clinics, alcoholic and drug abuse treatment centers, public health or treatment centers, research and health centers, geriatric centers, laboratories, medical schools, nursing schools and similar institutions. The term does not include institutions primarily engaged in domiciliary care, although a separate medical facility within such a domiciliary institution may qualify as a "medical institution".

MUSEUM: A public or private nonprofit institution which is organized on a permanent basis essentially for educational or esthetic purposes and which, using a professional staff, owns or uses tangible objects, whether animate or inanimate; cares for these objects; and exhibits them to the public on a regular basis (a minimum of 1000 hours) either free or for a nominal charge. The term "museum" includes, but is not limited to, the following institutions, if they satisfy all other provisions of federal regulations: aquariums and zoological parks, botanical gardens and arboretums, museums relating to art, history, natural history, science and technology and planetariums. An institution uses a professional staff if it employs full time at least one qualified staff member who devotes his or her time primarily to the acquisition, care or public exhibition of objects owned or used by the institution. This definition does not include any institution which exhibits objects to the public if the display or use of the objects is only incidental to the primary function of the institution.

NONPROFIT TAX-EXEMPT ACTIVITY: An institution or organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and which has been held to be tax-exempt under the provisions of Section 501 of the Internal Revenue Code of 1954.

PROGRAM FOR OLDER INDIVIDUALS: Any state or local government agency or any nonprofit, tax-exempt activity which receives funds appropriated for programs for older individuals under the Older Americans Act of 1965, as amended, under Titles IV or XX of the Social Security Act, or under Titles VIII and X of the Economic Opportunity Act of 1964 and the Community Services Block Grant Act.

PROVIDER OF ASSISTANCE TO THE HOMELESS: A public agency or a nonprofit, tax-exempt institution or organization that operates a program which provides assistance such as food, shelter or other services directly to homeless individuals. The term "homeless individual" means an individual who lacks a fixed, regular and adequate nighttime residence, or who has a primary nighttime residence that is (1) a supervised public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelter and traditional housing for the mentally ill); (2) an institution that provides a temporary residence for individuals intended to be institutionalized; or (3) a public or private place not designed for, or ordinarily not used as a regular sleeping accommodation for human beings. For purposes of this regulation, the term does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or state law. Property acquired through the donation program by such institutions or organizations must be used primarily in their program for providing assistance to homeless individuals.

PROVIDER OF ASSISTANCE TO IMPOVERISHED FAMILIES AND INDIVIDUALS: A public or private nonprofit, tax-exempt organization whose primary function is to provide money, goods or services to families or individuals whose annual incomes are below the poverty line as defined in section 673 of the Community Services Block Grant Act (42 U.S.C. 9902). Providers include food banks, self-help housing groups and organizations providing services such as the following: health care; medical transportation; scholarships and tuition assistance; tutoring and literacy instruction; job training and placement; employment counseling; child care assistance; meals or other nutritional support; clothing distribution; home construction or repairs; utility or rental assistance and legal counsel.

PUBLIC AGENCY: Any state, political subdivision thereof (including any unit of local government or economic development district) or any department, agency, instrumentality thereof (including instrumentalities created by compact or other agreement between states or political subdivisions), or any Indian Tribe, band, group, pueblo or community located on a state reservation.

PUBLIC HEALTH INSTITUTION: An approved, accredited or licensed public or nonprofit institution, facility, or organization conducting a public health program such as a hospital, clinic, health center or medical institution, including research for any such program, the services of which are available to the public at large.

PUBLIC PURPOSE: A program or programs carried out by a public agency which are legally authorized in accordance with the laws of the state or political subdivision thereof and for which public funds may be expended. Public purposes include but are not limited to programs such as conservation, economic development, education, parks and recreation, public health and public safety.

PUBLIC SAFETY: A program or programs carried out or promoted by a public agency for public purposes involving directly or indirectly the protection, safety, law enforcement activities and criminal justice system of a given political area. Public safety programs may include but are not limited to those carried out by public police department, sheriff's offices, the courts, penal and correctional institutions including juvenile facilities, state and civil defense organizations, fire departments and rescue squads, including volunteer fire departments and rescue squads supported in whole or in part with public funds.

SCHOOL: A public or nonprofit approved or accredited organizational entity devoted primarily to approved academic, vocational or professional study and instruction which operates primarily for educational purposes on a full-time basis for a minimum school year and employs a full-time staff of qualified instructors.

SERVICE EDUCATIONAL ACTIVITY (SEA): Any educational activity designated by the Secretary of Defense as being of special interest to the armed services. The term include maritime academies; or military, naval, Air Force or Coast Guard preparatory schools; junior colleges & institutes; senior high school-hosted Junior Reserve Officer Training Corps; and nationally organized youth groups such as Boy Scouts, Girl Scouts & Little League, whose primary purpose is to offer courses of instruction devoted to the military arts and sciences.

UNIVERSITY: A public or nonprofit approved and accredited institution for instruction and study in the higher branches of learning and empowered to confer degrees in special departments or colleges.



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:
3/24/2020

3

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied

Agenda Item # 11

Subject to adequate budget appropriations

Initial _____ Date _____

No action taken/withdrawn

Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

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|-------------------------------|-------------------------------|----------------------------------|--------------------------------|------------------------------|---------------------------------|-------------------------------|
| <input type="checkbox"/> ASSR | <input type="checkbox"/> AUD | <input type="checkbox"/> CS | <input type="checkbox"/> CLERK | <input type="checkbox"/> DCD | <input type="checkbox"/> DPW | <input type="checkbox"/> EMA |
| <input type="checkbox"/> FAIR | <input type="checkbox"/> HLTH | <input type="checkbox"/> IT | <input type="checkbox"/> JUV | <input type="checkbox"/> NDC | <input type="checkbox"/> PACCOM | <input type="checkbox"/> PROS |
| <input type="checkbox"/> SDC | <input type="checkbox"/> PCSO | <input type="checkbox"/> SUPR CT | <input type="checkbox"/> TRSR | <input type="checkbox"/> VEG | <input type="checkbox"/> WSU | <input type="checkbox"/> 367C |

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Health and Human Services Department Date 3/17/2020

Name & Title Jamie Graves-Haslam, Manager Signature _____
Digitally signed by Jamie Graves-Haslam
 Date: 2020.03.17 10:46:34 -07'00'

NARRATIVE OF REQUEST:

Requesting BOCC to sign a contract from the Department of Commerce for emergency funding related to the Covid 19 outbreak. This funding can be used to master lease property, rent hotel rooms, or purchase property in order to isolate or quarantine individuals. The funds must be accessible to low-income and individuals experiencing homelessness. The funds can also be used to assist with sanitation of currently subsidized housing, admin expenses, and staff costs. Once the contract is signed, the Health Department will work with the EOC, health officer, and others to determine how to spend the funds. The amount of funding available is \$289,293. Please let me know if you have any questions.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to acknowledge the Director's signature on COVID-19 Outbreak Emergency Housing Grant #316-46108-22 with Washington State Department of Commerce in the amount of \$289,293 to assist low-income and individuals experiencing homelessness



Grant Agreement with

Pacific County Public Health and Human Services Department

through

Housing Assistance Unit

For

Washington State COVID-19 Outbreak Emergency Housing Grant

Start date: March 15, 2020

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TABLE OF CONTENTS

Special Terms and Conditions 1

 Face Sheet 1

 1. Contract Management 2

 2. Compensation..... 2

 3. Billing Procedures and Payment 2

 4. Subcontractor Data Collection..... 3

 5. Insurance..... 3

 6. Order of Precedence..... 4

General Terms and Conditions 5

 1. Definitions..... 5

 2. Access to Data 5

 3. Advance Payments Prohibited..... 5

 4. All Writings Contained Herein 5

 5. Amendments 5

 6. Americans With Disabilities Act (ADA)..... 5

 7. Assignment..... 5

 8. Attorneys’ Fees..... 5

 9. Confidentiality/Safeguarding of Information 6

 10. Conflict of Interest..... 7

 11. Copyright..... 7

 12. Disputes 8

 13. Duplicate Payment..... 8

 14. Governing Law and Venue 8

 15. Indemnification 8

 16. Independent Capacity of the Grantee 9

 17. Industrial Insurance Coverage 9

 18. Laws..... 9

 19. Licensing, Accreditation and Registration 9

 20. Limitation of Authority 9

 21. Noncompliance With Nondiscrimination Laws..... 10

 22. Pay Equity 10

 23. Political Activities 10

 24. Publicity 10

 25. Recapture..... 10

 26. Records Maintenance..... 10

 27. Registration With Department of Revenue..... 10

 28. Right of Inspection..... 10

 29. Savings..... 11

 30. Severability 11

 31. Site Security 11

 32. Subcontracting..... 11

 33. Survival..... 11

TABLE OF CONTENTS

34. Taxes 11
35. Termination for Cause 11
36. Termination for Convenience 12
37. Termination Procedures 12
38. Treatment of Assets..... 13
39. Waiver 13

Attachment A, Scope of Work

Attachment B, Budget

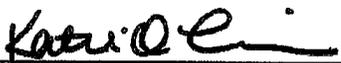
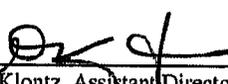
Attachment C, Covid-19 Emergency Housing Grant Guidelines

Attachment D, Grantee’s Plan

FACE SHEET

Contract Number: 316-46108-22

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
COVID-19 Outbreak Emergency Housing Grant**

1. Grantee Pacific County Public Health and Human Services Department PO BOX 26 SOUTH BEND, WA 98586-0026		2. COMMERCE Additional Contact Information Tedd Kelleher, Senior Managing Director phone (360)725-2930, email: tedd.kelleher@commerce.wa.gov Kathy Kinard, Manager Phone (360) 742-2118, email: kathy.kinard@commerce.wa.gov	
3. Grantee Representative Katie Lindstrom Deputy Director (360) 642-9300 koien@co.pacific.wa.us		4. COMMERCE Representative Jessica Simon Grant Manager 360-725-2955 Jessica.Simon@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Grant Amount \$289,293	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 15, 2020	8. End Date September 30, 2020
9. Tax ID #	10. SWV # SWV0007195-15	11. UBI # 254000662	12. DUNS #
13. Grant Purpose Provide funding for emergency housing necessary to respond to the COVID-19 outbreak.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Washington State COVID-19 Emergency Housing Grant Guidelines, and Attachment D, Grantee's Plan.			
FOR GRANTEE		FOR COMMERCE	
			
Signature		Diane Klontz, Assistant Director Community Services and Housing Division	
<u>Katie Lindstrom, Director</u>		<u>3/17/2020</u>	
Print Name and Title		Date	
<u>3/17/2020</u>		APPROVED AS TO FORM ONLY Sandra C. Adix ASSISTANT ATTORNEY GENERAL March 15, 2020 APPROVAL ON FILE	
Date			

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

3. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

4. INSURANCE

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage below under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

Non Self Insurance Program

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- Attachment B – Budget
- Attachment C, Guidelines
- Attachment D, Grantee's Plan

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee 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.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

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

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE 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 notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

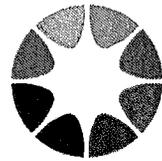
Funding is provided to Pacific County to respond to the COVID-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

Activities funded under this Grant will be performed in accordance with the Washington State COVID-19 Outbreak Emergency Housing Grant Guidelines and the Grantee's Plan as may be amended from time to time, attached here to and incorporated herein as Attachments C and D.

Budget

March 15, 2020 – September 30, 2020

Budget	Amount
For all things allowable in the COVID-19 Outbreak Emergency Housing Grant Guidelines, Attachment C.	\$289,293



Washington State
Department of
Commerce

**Washington State
COVID-19 Outbreak Emergency Housing Grant
GUIDELINES**

March 15, 2020

Version 1

Table of Contents

1	Grant Purpose.....	3
2	Plan required before release of funds for reimbursement	3
3	Allowable Operations, Services, and other Non Capital Costs.....	4
4	Allowable Acquisition and Construction Costs.....	4
5	Reimbursement of actual costs	5
6	Eligible populations, documentaton, and non-discrimination based on housing status.....	5
7	Reporting reqirements	5

1 Grant Purpose

Provide funding to address the COVID-19 outbreak related public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

The Department of Commerce (Department) may revise the Guidelines at any time and will notify the Grantee immediately before requiring implementation of changes.

2 Plan required before release of funds for reimbursement

Reimbursement of funds under this grant is contingent on approval by the Department of a brief plan developed by the Grantee ("Plan"), as may be amended from time to time, that includes at a minimum the following:

- Brief description of how the Grantee is consulting with and coordinating the use of funds with at least the largest city in the county, the county government (if the Grantee is not a county government), the Consolidated Homeless Grant grantee (if the Grantee is not the Consolidated Homeless Grant grantee), and the local public health jurisdiction.
- Brief description of the steps and timeline of the process the Grantee will implement to work with the local public health jurisdiction and other relevant stakeholders to estimate the unmet need for quarantine and isolation housing for people living unsheltered or living in homeless housing or who cannot isolate or quarantine themselves in housing previously available to them.
- Brief description of actions the Grantee will take to address COVID-19 outbreak related quarantine and isolation housing needs of people living unsheltered or in homeless housing or who cannot isolate or quarantine themselves in housing previously available to them.
- Grantee will notify the Department if/as Grantee's Plan change; Department's approval of revisions to the Plan shall not be unreasonably withheld.

The Grantee shall submit its estimate of unmet need for quarantine and isolation housing to the Department as soon as possible when completed.

It is estimated that all isolation and quarantine housing and will need to be ready to occupy by April 1, 2020 to address COVID-19 outbreak. Please work with your local public health jurisdiction to determine the necessary completion date for your area.

3 Allowable Operations, Services, and other Non Capital Costs

The Department will reimburse leasing, operations, services, maintenance, administration and all other costs associated with new or repurposed housing that is necessary to respond to the COVID-19 outbreak. New or repurposed housing includes but is not limited to leased motels and hotels, master leased rental housing, and leased buildings not originally intended for use as housing. The Grantee shall obtain written approval from the relevant local public health jurisdiction prior to occupancy of housing supported by grant funds, and the approval shall include an assertion by the local public health jurisdiction that the housing is necessary to protect public health due to the COVID-19 outbreak.

The Department will reimburse costs associated with increased sanitation in existing homeless housing and subsidized housing, or for people living unsheltered, including supplies, staff costs, outreach, administration and all other costs associated with improving sanitation. The Grantee shall obtain written approval from the relevant local public health jurisdiction prior to expenditure of grant funds for sanitation, and the approval shall include an assertion by the local public health jurisdiction that the increased sanitation is necessary to protect public health due to the COVID-19 outbreak.

The Department will reimburse other costs associated with addressing the public health needs of people experiencing homelessness, living in subsidized housing, or displaced from their former housing due to the COVID-19 outbreak. Other costs include planning and administration expenses. The Grantee shall obtain written approval from the relevant local public health jurisdiction prior to expenditure of grant funds for other costs, and the approval shall include an assertion by the local public health jurisdiction that the other costs are the highest and best use of limited resources to address the COVID-19 related public health issues of people experiencing homelessness.

Rent assistance is not an allowable expense. Grantees are encouraged to request that the Department allow the use of Grant funds outside the scope described in this Grant if such expenditures are critical to addressing the COVID-19 outbreak.

4 Allowable Acquisition and Construction Costs

The Department will reimburse costs associated with acquisition, construction and other costs necessary to obtain and prepare for occupancy housing necessary to respond to the COVID-19 outbreak.

If any of the funds granted under this Grant are used for property acquisition and or capital improvements, the Grantee agrees to use the real property or properties to provide permanent

or emergency housing for low-income households, as defined under RCW 43.185A.010(6), except during State of Emergency related to the COVID-19 outbreak described in the Proclamation by the Governor, 20-05. All amounts used for property acquisitions and or capital improvements shall be evidenced by promissory notes, deeds of trust, and low-income restrictive covenants running with the land in favor of the Department. Each deed of trust and covenant shall be recorded at the county or counties in which the property or properties are located.

The Grantee shall obtain written approval from the relevant local public health jurisdiction regarding the intended use of the housing prior to acquisition and prior to occupancy of housing supported by grant funds, and the approval shall include an assertion by the local public health jurisdiction that the housing is necessary to protect public health.

5 Reimbursement of actual costs

The Department will only reimburse actual operations, services, acquisition, construction and other allowable costs as described in this Grant.

The Grantee will make a good faith effort to not incur costs reimbursable under this grant in excess of what is reasonable given market prices, balanced by the need to act promptly to procure and operate housing and provide services necessary to respond to the State of Emergency.

6 Eligible populations, documentaton, and non-discrimination based on housing status

The primary purpose of this grant is addressing the health needs of people unsheltered or living in homeless housing, or who are in need of isolation or quarantine housing due to the COVID-19 outbreak.

Documentation of the housing status of people housed or served by these funds is not necessary.

Funds can be used to provide housing and other services to people who are not living unsheltered or in homeless housing, as long as the expenditures are in good faith realistically available to people who are unsheltered or living in homeless housing.

7 Reporting requirements

During the State of Emergency related to COVID-19 outbreak reporting is a secondary

consideration. When the State of Emergency has ended, or if the Department determines Grantee workload allows adequate time for reporting, the Department will require reporting on the use of the funds including the number of beds created and expenditures by categories including housing, sanitation, and other costs. The Department will work with Grantees to establish reasonable reporting requirements that can be fulfilled using information collected from regular expenditure accounting systems or other readily available information sources.

REGENCE BLUESHIELD PARTICIPATING PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective ("Effective Date") is entered into by and between Regence BlueShield ("Regence") and **COUNTY OF PACIFIC**, and each entity set forth on Attachment B as applicable (collectively, "Provider").

In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement as of the Effective Date.

I. DEFINITIONS

When used in this Agreement, all capitalized terms have the following meanings:

- 1.1 **COINSURANCE:** a percentage amount that the Member Contract requires the Member to pay for Covered Services.
- 1.2 **COPAYMENT:** a fixed dollar amount that the Member Contract requires the Member to pay at the time of the provision of Covered Services.
- 1.3 **COVERED SERVICES:** Medically Necessary health care services and supplies provided to Members for which benefits are provided under a Member Contract.
- 1.4 **CREDENTIALING:** the process by which Regence may determine, in its sole discretion, whether Provider may participate with Regence.
- 1.5 **DEDUCTIBLE:** an amount that a Member must pay for Covered Services during a specified period in accordance with the Member Contract before benefits will be paid.
- 1.6 **INVESTIGATIONAL:** As applicable to a given line of business, a health intervention that Regence has classified as Investigational. Regence will review scientific evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from Provider regarding the health intervention to determine if it is Investigational. A health intervention not meeting all of the following criteria is, in Regence's judgment, Investigational:
 - a. The scientific evidence must permit conclusions concerning the effect of the health intervention on health outcomes, which include the disease process, injury or illness, length of life, ability to function, and quality of life.
 - b. The health intervention must improve net health outcome.
 - c. The scientific evidence must show that the health intervention is at least as beneficial as any established alternatives.
 - d. The improvement must be attainable outside the laboratory or clinical research setting.

For purpose of this definition, "scientific evidence" means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies, or research conducted by or under the auspices of federal government agencies and/or nationally recognized federal research institutes. However, scientific evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

- 1.7 **MEDICALLY NECESSARY or MEDICAL NECESSITY:** Please refer to the attached state addendum.
- 1.8 **MEMBER(S):** person(s) eligible under a Member Contract to receive Covered Services.
- 1.9 **MEMBER CONTRACT:** a contract between Regence or Payor and an individual or group in which Regence or Payor agrees to provide and/or administer health care benefits as set forth in the Member's summary plan description, certificate of coverage, or other applicable coverage document.
- 1.10 **NON-COVERED SERVICE:** a service or supply that is not a Covered Service for any of the following reasons: (a) the service or supply is Investigational or not Medically Necessary; or (b) the service or supply is not an available benefit or a Covered Service under the Member Contract for any reason.
- 1.11 **OTHER HEALTH CARE PROFESSIONAL:** a person, other than a Physician, who is legally qualified to provide health care services in the state where he or she practices, and who is eligible for reimbursement under a Member Contract.
- 1.12 **PARTICIPATING PROVIDER:** any hospital, facility, physician, other health care professional, or other provider of medical services or supplies who (a) is duly licensed to provide health care services or supplies; (b) has contracted, and continues to have a valid contract, with Regence, directly or through intermediaries, to furnish Covered Services to Members; and (c) is eligible for payment under a Member Contract and, where applicable, has been credentialed under Regence's credentialing policies.
- 1.13 **PAYOR:** an employer, insurer, a trust, third-party administrator, subsidiaries and affiliates of Regence, a Blue Cross and /or Blue Shield Plan, Cambia Health Solutions, self-funded health plan, or government entity that has contracted with Regence to offer, issue, and/or administer health benefits and has agreed to be responsible for funding health care services for Covered Services provided to Members under the terms of a Member Contract.
- 1.14 **PHYSICIAN:** a person who is legally qualified to practice medicine in the state where he or she practices.
- 1.15 **PROVIDER:** Physician or Other Health Care Professional who is employed by or has contracted with Provider to provide health care services under this Agreement.
- 1.16 **PROVIDER WEB SITE:** a reference source available within the Regence web site that contains the rules, policies, guidelines, and procedures adopted by Regence or Payor that Provider must follow in providing services and doing business with Regence or Payor under this Agreement. Regence may revise and update the Provider Web Site at Regence's sole discretion from time to time.
- 1.17 **QUALITY IMPROVEMENT ACTIVITIES:** the programs, processes, and criteria developed by Regence or Payor to monitor, assess, and improve continually the quality of clinical care and services provided to Members, including Quality Improvement, Utilization Management, quality review, credentialing and recredentialing, Member complaints and grievances, Member satisfaction surveys, medical records review, and preventative health care services.
- 1.18 **RECREREDENTIALING:** a periodic process by which Regence may determine, in its sole discretion, whether Provider may continue participating with Regence.
- 1.19 **UTILIZATION MANAGEMENT:** a set of formal processes developed by Regence or Payor and described on the Provider Web Site including, but not limited to, preauthorization, case

management, medical policy development, and retrospective payment review, that are designed to monitor the use or evaluate the Medical Necessity, appropriateness, efficacy, or efficiency of health care services or procedures performed on or rendered to a Member and/or the appropriateness of the setting in which such services were performed.

II. RELATIONSHIP OF THE PARTIES

- 2.1 STATUS OF PARTIES.** By way of this Agreement, the Provider is a Regence Participating Provider. Provider and Regence are independent contractors. This Agreement is not intended to create an employer-employee partnership or joint venture relationship between Regence and Provider or their respective directors, officers, employees, or agents. Regence shall not have the authority to exercise control or direction over Provider or Provider Services provided to Members pursuant to this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent, or employee of the other party when such person, absent this Agreement and its performance, would not in law have had such status.
- 2.2 NON-EXCLUSIVITY.** Regence may contract with any hospital, physician, facility, groups of physicians, or other health care professional to become a Participating Provider upon such terms and conditions as Regence deems appropriate, without the prior consultation or approval of Provider. Provider may contract with any other health plan without the prior consultation or approval of Regence, as long as such participation or practice does not preclude Provider from complying with the terms of this Agreement.
- 2.3 TRADE NAMES, SERVICE MARKS, AND TRADEMARKS.** Provider and Regence acknowledge that the other party may be the exclusive owner or licensee of various trademarks, service marks, trade names, logos, and symbols used from time to time by that party in connection with its business, and the goodwill associated therewith (collectively, "Marks"). Neither party shall have the right to use, and shall not use any Marks, or any confusingly similar names or Marks, of the other party for advertising or marketing purposes, except as expressly authorized in writing by the other party. Except for Regence's or Payor's use of Provider and Providers' name(s) to notify Members and others that Provider is a Participating Provider (e.g., through the Regence provider directory) and for payment purposes, each party shall submit any proposed advertisements or marketing materials that refer to, or in any way depict, the other party for approval by the other party in advance of publication.
- 2.4 PROVIDING SERVICES TO MEMBERS OF PAYORS.** Provider agrees that Regence may enter into an agreement with Payors that want access to and use of those provider networks in which Provider participates. Provider authorizes Payors contracting with Regence to offer Provider's services to groups of employees or individuals in accordance with the terms of this Agreement and any Member Contract offered or administered by Payor for the payment of Covered Services. Provider agrees to furnish services to Members of such Payors when those Members utilize Regence's provider networks in accordance with the same terms and conditions of participation and compensation as apply when such services are furnished to Regence's Members under this Agreement.
- 2.5 RELATIONSHIP TO BLUECROSS BLUESHIELD ASSOCIATION.** Provider hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Provider and Regence; that Regence is an independent corporation operating under a license from the BlueCross BlueShield Association, an association of independent BlueCross BlueShield Plans (the "Association"), permitting Regence to use the BlueCross and/or BlueShield service marks in Regence's service area; and that Regence is not contracting as an agent of the Association. Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person, entity, or organization other than Regence and that no person, entity, or organization other than Regence shall be held accountable or liable to Provider for any of Regence's obligations to Provider created under this Agreement. This paragraph shall not create

any additional obligations whatsoever on the part of Regence other than those obligations created under other provisions of this Agreement.

III. REGENCE OR PAYOR OBLIGATIONS

- 3.1 PAYMENT.** Regence or Payor will compensate the Provider for Medically Necessary Covered Services provided to Members in accordance with this Agreement and Regence's or Payor's claims payment policies.
- 3.2 MEMBER IDENTIFICATION.** Regence will issue identification cards to Regence Members and will make eligibility and benefits information available to Provider via either (a) telephone during normal business hours; or (b) Regence's secure web site twenty-four (24) hours a day, subject to technical difficulties that Regence may experience. Confirmation of coverage by Regence is not a guarantee of payment if it is later determined that a Member was not eligible for benefits on the date of service or if the material supplied for review was inaccurate, incomplete, or misleading.
- 3.3 BENEFIT DESIGN / COVERAGE DECISIONS.** Regence, Regence's designee, or the Payor will be solely responsible for Member Contract design and for interpreting the terms of and making final coverage determinations under a Member Contract.
- 3.4 PARTICIPATING PROVIDER IDENTIFICATION.** Regence may include Provider in the Participating Provider directories for the Member Contracts and products in which Provider is a Participating Provider, including when Provider is designated a preferred participant, and shall make said directories available to Members.
- 3.5 LIABILITY INSURANCE.** Regence will procure and maintain professional and general liability insurance and other insurance, as Regence reasonably determines may be necessary, to protect Regence and Regence's employees against claims, liabilities, damages, and judgments that arise out of services provided by Regence or Regence's employees under this Agreement.
- 3.6 LICENSURE.** Regence will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Regence to lawfully perform this Agreement.

IV. PROVIDER SERVICES AND OBLIGATIONS

- 4.1 STANDARD OF CARE.** Provider shall provide only Medically Necessary Covered Services in accordance with (a) the same standard of care, skill, and diligence customarily used by similar physicians in the community in which such services are rendered; (b) the provisions of Regence's quality improvement program; (c) the requirements of applicable law; and (d) the standards of applicable accreditation organizations. Provider agrees to render Medically Necessary Covered Services to all Members in the same manner, in accordance with the same standards, and with the same time availability as offered to other patients. Provider shall ensure that all employees of Provider and all health care professionals and physicians providing services at the Provider's locations meet all applicable state laws and regulations, all applicable legal standards of care, all rules of Provider, and all applicable provisions of this Agreement.
- 4.2 COMPLIANCE WITH POLICIES AND GUIDELINES.** Provider will comply with rules, guidelines, policies, and procedures whether outlined in this Agreement, or Provider Web Site. To the extent of any inconsistency between this Agreement and the Provider Web Site, this Agreement shall control. Regence may revise the rules, guidelines, policies, and procedures with sixty (60) days' notice. If Provider objects to a change in rules, guidelines, policies, and procedures on the Provider Web Site, Provider may elect to terminate this Agreement pursuant to Article VII of this Agreement.

4.3 MEMBER IDENTIFICATION. Provider will request Member identification cards of all patients who present themselves as Members under any Member Contract and will report to Regence any apparent abuse of the privileges of such Member Contract. Regence shall issue identification cards to its Members and will make eligibility and benefits information available to Provider via Regence's secure Provider Web Site.

4.4 CREDENTIALING/RE-CREDENTIALING OF PROVIDER. Provider will comply with Regence Credentialing or Recredentialing criteria then in effect and available in the credentialing section of the Provider Web Site. Except as otherwise required by law or regulation, Provider will also:

- a. promptly provide information required by Regence to conduct Credentialing or Recredentialing;
- b. notify Regence immediately upon any change in licensure, change in accreditation status, or termination or suspension from any government programs at any time during the term of this Agreement; and
- c. notify Regence immediately upon confirmation that Provider is subject to any informal or formal disciplinary orders, decisions, disciplinary actions, or other actions, including but not limited to restrictions, probations, limitations, conditions, and suspensions resulting from Provider's acts, omissions, or conduct.

4.5 REGULATORY COMPLIANCE AND ACCREDITATION. Provider warrants that it is, and at all times during this Agreement will remain, in compliance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to, those (a) regarding licensure, certification, and accreditation; (b) necessary for participation in any government programs; and (c) regulating the operations and safety.

4.6 INSURANCE. Throughout the term of this Agreement, Provider will maintain at Provider's expense general and professional liability coverage in a form and amount as stipulated in accordance with Regence's credentialing criteria. Provider will give Regence a certificate of insurance evidencing such coverage upon request. Provider will give Regence immediate written notice of cancellation, material modification, or termination of such insurance.

If Provider procures one or more claims-made policies to satisfy its obligations under this Agreement, Provider will obtain any extended reporting endorsement ("tail") required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the term of this Agreement, without limit or restriction as to the making of the claim or demand.

4.7 CHANGE IN PROVIDER SERVICES OR OTHER INFORMATION. Provider agrees that the following material changes to Provider Services, including but not limited to: (a) discontinuation, reduction, or limitation of Provider Services; (b) expansion of Provider Services through acquisition or implementation of a service, technology, facility, or any type of provider; (c) any change in Provider's ownership, including a change in the facilities and/or providers use of the Provider's tax identification number; and/or (d) a change in Provider's incorporation must be agreed upon in writing by both Parties. Failure to formally incorporate any changes to Provider Services in accordance with this provision will result in non-payment; in such instance, Regence, Payor, and Member shall be held harmless. Provider agrees to provide ninety (90) days advanced written notice to Regence of nonmaterial changes that include but are not limited to (a) a significant change in Provider's management or management company; (b) a filing of any bankruptcy action; or (c) other relevant information regarding Provider's status in the medical community.

4.7.1 Directory Updates. Provider further agrees to comply with Regence policies and procedures related to furnishing information (including but not limited to information on which providers are accepting new patients, the provider's location, contact information,

specialty, medical group and any institutional affiliations) necessary to ensure provider directories are up-to-date, accurate, and complete pursuant to federal and state law, including 45 C.F.R. 156.230(b).

4.8 NON-DISCRIMINATION.

4.8.1 Services Provided to Members. Provider will provide Covered Services to Members without regard to race, religion, creed, color, national origin, ancestry, physical handicap, health status, marital status, age, sex, or source of payments. Provider further agrees to provide Covered Services to Members without regard to the Member's enrollment in a health benefit plan as a private purchaser of the plan or as a participant in publicly financed programs of health care services. Provider will include the nondiscrimination provisions of this section in all subcontracts entered into to fulfill its obligations under this Agreement.

4.8.2 Employment. Provider recognizes that as a government contractor with the Federal Employees Health Benefits Program and The Centers for Medicare & Medicaid Services (CMS), Regence is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action, which may also be applicable to subcontractors. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

4.9 NOTICE OF ACTIONS. Provider will notify Regence within fifteen (15) business days of the filing of any demand for arbitration or lawsuit against Provider by a Member. Provider will provide Regence with any pertinent information related to such arbitration demands and lawsuits that is requested by Regence. In addition, Provider shall promptly notify Regence of any legal or governmental action initiated against Provider, its employees, or its staff that could affect this Agreement or Provider's performance of this Agreement, including, but not limited to, any action for professional negligence brought by a Member, fraud, or violation of any law or against any license, certification, or accreditation.

4.10 QUALITY MANAGEMENT. Provider shall comply with the requirements of and participate in Regence's and/or other Payor's quality improvement program as specified on the Provider Web Site. Provider will provide quality improvement information pertaining to Provider and Provider's staff to Regence at Regence's request.

4.11 UTILIZATION REVIEW. Regence utilizes processes and systems for Utilization Management and quality management consistent with applicable federal and state laws, to promote adherence to accepted clinical standards and to encourage Participating Providers to avoid unnecessary and/or wasteful costs while acting in a manner consistent with sound medical judgment. To this end, Provider agrees to participate in, and to abide by Regence's Utilization Review, patient management, quality improvement processes and programs, and all other related programs as modified from time to time with respect to all Members as specified on the Provider Web Site.

4.12 REFERRALS. Provider agrees to refer Members only to Participating Providers, regardless of Member Contract, except in cases of an emergency. For the purpose of providing quality care to Members, Provider will notify Regence of any referral to a Non-Participating provider. In the event

of referral to any Non-Participating provider and as permitted by law, Regence may hold Provider financially responsible for the cost of any resulting claims.

4.13 INFORMATION AND RECORDS.

4.13.1 Maintenance and Retention of Records. Provider will maintain medical and administrative records related to services provided to Members for a period of ten (10) years from the date of service or such longer period as required by state and federal law for retention of medical records.

Provider shall maintain Member medical records in a format that documents diagnosis, assessment, continuity of care and follow up, in conformity with generally accepted community standards.

Provider will maintain a contemporaneous, written record of all treatment for which payment is requested that supports the diagnosis, shows that the treatment was Medically Necessary and demonstrates that the services were indeed performed by Provider on the date claimed. Any alterations or amendments to these contemporaneous records must include the date and time of the alteration or amendment, be signed by the person making the alteration or amendment, refrain from obliterating or obscuring any prior documentation and be clearly identified and identifiable as an amendment or alteration. Regence may deny claims in those cases where, in Regence's sole discretion, there is inadequate documentation of the services rendered, in which case Provider shall not bill the Member.

During an audit or review involving Provider's records, such records must be retained until all issues related to the audit are resolved. If the audit results in a good faith determination that the Provider engaged in a pattern of fraudulent or improper billing practice in violation of state law, federal law, or any provision of this Agreement or the Administrative Manual, Provider shall reimburse Regence for its reasonable costs incurred in conducting the audit.

4.13.2 Audit and Access to Records. Provider will provide Regence access to Member medical records, including access to electronic medical records (EMR), and will allow Regence to make or obtain copies of medical and administrative records directly related to services rendered to Members for purposes that may include, but are not limited to: Utilization Management, quality management, Medicare Stars ratings, risk adjustment, appropriateness of billing, Medical Necessity, credentialing and recredentialing, appeals, or other activities necessary to support the administration of a Member Contract or this Agreement. Access to, or copies of, records described in this section, including electronic records, shall be provided at no charge to Regence, Payors, or Members. Additionally, no subscription fee(s) will be assessed for use of the facility's EMR system. If Provider uses a vendor for records acquisition all fees related to a records request, will be the responsibility of the Provider. This provision will survive the termination of this Agreement.

4.13.2.1 Access to Records at Provider Locations. Provider agrees to provide Regence access to records at their location, upon written request by Regence no less than three (3) business days in advance, except when Regence determines there is a significant quality of care issue. In such case, Provider shall provide Regence with access to locations or records upon twenty-four (24) hours' notice.

4.13.2.2 Record Requests by Regence. Upon written request by Regence, Provider agrees to provide records not otherwise available through access to Provider's EMR within fourteen (14) days of Regence's request for pre-pay reviews. For post-pay audits, Provider agrees to provide records not otherwise available through access to Provider's EMR within thirty (30) days of Regence's request. The request to Provider from Regence shall include dates of service, name of

Member, diagnosis, description of services provided, any supporting documentation, medical and billing records. Records not produced in response to a request for a pre-pay review or a post pay audit within the time frame specified above will be deemed non-existent and will not be processed or paid until all requested records are received. For prepayment reviews or post payment audits, any statutory or contractual requirements for penalties and interest related to late claim payments will be made consistent with the date that Regence received from the Provider all the records that were requested relative to its review/audit. Provider shall send Regence copies of any records requested at no cost to Regence, Payors, or Members. Regence will limit the request to those records necessary to perform the audit.

4.13.2.3 Release of Records. Provider agrees to accept from Regence or its designee, as a legally sufficient release of Members' medical records, Members' participation under a Member Contract, and Regence will not be required to obtain additional medical release from a Member in order to access or make copies of Members' medical records. This provision will survive the termination of this Agreement.

4.13.2.4 Compliance. Record access and review will comply with all laws, statutes, and regulations pertaining to the confidentiality of Member records. These rights shall survive termination of this Agreement. Regence's remedies for the Provider's failure to cooperate with the record access and requests shall include, but not be limited to, one hundred percent (100%) review of Provider's current and future claims and supporting documentation prior to payment; recovery of payments made to Provider for past inappropriately billed claims, including denial of future inappropriately billed claims; and/or immediate termination of Provider's agreements with Regence.

4.14 SUBCONTRACTORS. In the event Provider subcontracts with subcontractors for provision of Covered Services to Members, with the expectation of receiving payment directly or indirectly from Regence, such subcontractors must agree to abide by all appropriate provisions set forth in this Agreement, including, but not limited to, Section 5.9. As applicable under State and/or Federal Law, Regence reserves the right to review, approve, suspend or terminate any subcontracts as they pertain to Covered Services provided to Members.

4.15 PROVIDER DISCRETION. Provider may decline to accept any Member whom Provider has previously discharged from care and may decline to accept a Member for professional reasons. Provider may withdraw from care of a Member when, in their professional judgment, it is in the best interest of the Member to do so.

4.16 PROVIDER-PATIENT RELATIONSHIP. Providers will maintain the provider-patient relationship with Members, and Providers will be solely responsible for medical advice to and treatment of Members and for the provision of all health care services set forth in the Member Agreement, in accordance with accepted professional standards and practices. Providers may freely communicate with Members regarding available treatment options, including medication treatment options, regardless of benefit limitations or exclusions in the applicable Member Agreement. **PRIOR AUTHORIZATION.** Provider shall obtain prior authorization, when such authorization is required and within the specified time period and in the manner specified on the Provider Web Site, prior to rendering applicable services to Members. Provider shall obtain prior authorization before delivering any services beyond those originally authorized. Except in the event of emergency, Regence is not obligated to compensate Provider for services provided when Provider has not first obtained a required prior authorization or approval from Regence.

4.18 ACCESSIBILITY. Provider will provide or arrange for the provision of Covered Services to Members twenty-four (24) hours a day, seven (7) days per week.

- 4.19 LABORATORY SERVICES.** Upon request by Regence, Provider will provide full laboratory test values and/or data, that support initiatives including, but not limited to, HEDIS measures, Medicare Stars measures, or other quality programs and initiatives at no charge to Regence, Payor, or Member no later than 10 business days following discharge or completion of summaries by attending physicians.
- 4.20 DATA ACCURACY.** Provider agrees to provide Regence with what Provider believes is, to the best of its knowledge, accurate, complete, and truthful claims and encounter data. The claims and encounter data supplied by Provider to Regence will contain International Classification of Diseases, Tenth Revision, Clinical Modification ("ICD-10-CM") diagnosis codes accurately reflecting the diagnoses documented in the accompanying medical record.
- 4.21 MEMBERS TO BE HELD HARMLESS**
- 4.21.1 Member Hold Harmless.** Provider hereby agrees that in no event, including, but not limited to, nonpayment by Regence, Regence's insolvency, or breach of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or payment from, or have any recourse against a Member or person, other than Regence, acting on the Member's behalf, for services provided pursuant to this Agreement, unless the Member fails to provide coverage information within twelve (12) months after the date of service. This provision does not prohibit collection of Deductibles, Coinsurance, Copayments, and/or payment for Non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Members in accordance with the terms of the Member's Member Contract.
- 4.21.2 Charges to Members.** Please refer to the attached state addendum.
- 4.21.3 Continue Providing Services.** Please refer to the attached state addendum.
- 4.21.4 Member Agreement.** Notwithstanding any other provision of this Agreement, nothing in this Agreement will be construed to modify the rights and benefits contained in the Member Contract.
- 4.21.5 Survival of Termination.** The Provider further agrees that (i) the above provisions will survive termination of this Agreement regardless of the cause giving rise to termination and will be construed to be for the benefit of the Members, and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and Member or persons acting on behalf of the Member.
- 4.21.6 Provider Contracts with Other Health Care Professionals.** If Provider contracts with other health care providers who agree to provide Covered Services to Members of Regence or Payor with the expectation of receiving payment directly or indirectly from Regence or Payor, such providers must agree to abide by the above provisions.

V. PAYMENT AND BILLING

- 5.1 PAYMENT FOR COVERED SERVICES.** Regence or Payor will reimburse Provider for Covered Services provided to Members in accordance with payment terms set forth and attached to this Agreement. Regence or Payor will not be liable to Provider for payment of applicable Coinsurance, Copayment, or Deductibles or for charges for Provider Services that are determined to be Non-Covered Services. Except as otherwise set forth in Section 5.7, Provider agrees to accept payment, subject to medical and reimbursement policies, as payment in full, whether that amount is paid in whole or in part by the Member, Regence, a Payor, or any combination of third-party Payors that may pay before Regence in the order of benefit determination.

Except as allowed by law, Regence or Payor will not make retroactive denials of Covered Services that were preauthorized or concurrently certified as Medically Necessary unless Regence or Payor finds in good faith that the information supplied for review was substantially inaccurate, incomplete, or misleading, when services submitted on a claim differ from the services approved in the prior-authorization, or the Member was ineligible for Covered Services when the service or supply was provided.

- 5.2 PAYMENT FOR INELIGIBLE MEMBERS.** Except as required by law, neither Regence nor Payor is obligated to make payment to Provider for services provided to any individual who is not, at the time such services are rendered, a duly eligible Member. The fact that an individual possesses an identification card shall not obligate Regence or Payor to pay for or provide coverage if, on the date(s) that such services were rendered, the individual is, or is later found to have been, ineligible for coverage under a Member Contract. Authorization by Regence or Payor to provide services to Members does not guarantee that the Member is eligible for benefits on the date of service and/or that the services furnished are Covered Services under the Member Contract.
- 5.3 PROMPT PAYMENT OF CLAIMS.** Please refer to the attached state addendum.
- 5.4 COPAYMENTS, COINSURANCE, AND DEDUCTIBLES.** Provider will not bill, charge, collect a deposit from, seek remuneration or payment from, or require pre-payment by Members as a condition to rendering Covered Services except for amounts attributable to Copayments, Deductibles, and/or Coinsurance. In the event Provider collects Copayment, Coinsurance, Deductible or Coinsurance prior to delivery of Covered Services, Provider agrees to refund to Member any overpayments paid by Member within thirty (30) days after receiving a determination of the claim by Regence or Payor. Regence or Payor shall be responsible for only the amount due for Covered Services rendered to a Member less the Member's Copayment, Coinsurance, and/or Deductible, as applicable. Except for infrequent and isolated waivers for charitable purposes, Provider shall charge to and make reasonable attempts to collect from Members all Copayments, Coinsurance and Deductibles. The parties agree that Regence may deny all or part of claims if Provider fails to make a reasonable attempt to collect Copayments, Coinsurance and Deductibles.
- 5.5 OVERPAYMENTS AND ADJUSTMENTS.**
- 5.5.1 Overpayments.** Please refer to the attached state addendum.
- 5.5.2 Refunds and Adjustments.** Please refer to the attached state addendum.
- 5.6 CLAIM SUBMISSION.** Provider agrees to submit claims for Covered Services electronically, as prescribed by Regence, CMS regulation or as required by law. Claims shall be submitted within ninety (90) days of the date of service or as otherwise required by law. Except as otherwise set forth in Section 5.7, claims not submitted within the specified time frame(s) shall be disallowed and the Provider shall not bill the Member, Regence or Payor for services or supplies associated with such claims. Provider shall not bill Regence for more than Provider's usual and customary fee for the services rendered, nor shall Provider bill services provided to Members with health care coverage at a rate higher than Provider bills services provided to Members without health care coverage.
- 5.7 COORDINATION OF BENEFITS.** Regence and Provider will cooperate to exchange information relating to coordination of benefits with regard to Members and will comply with the following requirements:
- 5.7.1 Regence or Payor as Primary Payor.** When a Member's coverage under Regence or Payor is determined to be primary under applicable coordination of benefits rules, Regence or Payor shall pay Provider in accordance with this Agreement for Covered Services provided to Member without regard for the obligations of any secondary Payors.

5.7.2 Regence or Payor as Secondary Payor. Provider will bill a payor which may be primary under applicable coordination of benefits rules for Covered Services provided to Members when information regarding such primary payor becomes available to Provider and whenever so requested by Regence. Provider will notify Regence when it obtains information regarding such primary payor and will make such information available to Regence. When another payor is primary, Provider will follow that payor's billing rules, including but not limited to the primary payor's limitations on billing. When it is determined that a Member's coverage, under Regence or Payor, is secondary under applicable coordination of benefits rules, Regence or Payor will pay Provider an amount no greater than that which, when added to amounts payable to Provider from other sources under applicable coordination of benefits rules, equals one hundred percent (100%) of Provider's payment for Covered Services pursuant to this Agreement, but may be less as determined by the terms of the Member Contract. Regence will not reimburse claims submitted more than 60 days after payment by the Primary Payor in adherence with CMS regulation or as required by law.

5.8 APPROPRIATE BILLING. Provider agrees to use the most appropriate, current, and specific coding when billing for services rendered. Provider will not engage in misleading billing practices or otherwise interfere with timely and accurate claims adjudication. Such practices include, but are not limited to:

- a. Billing for services not rendered by the Provider or entities legally owned and operating under Provider's tax identification number and national provider identifier (NPI);
- b. Billing for services that cannot be substantiated from written or electronic medical records;
- c. Failing to supply information requested by Regence for claims adjudication;
- d. Incorrect coding such as but not limited to MS-DRG, CPT, and Revenue coding;
- e. Itemized bills that are not consistent with the electronic claim submission.

5.9 LIMITATIONS ON BILLING MEMBERS. Provider agrees that in no event, including, but not limited to: nonpayment by Regence or Payor, determination that the services furnished were Non-Covered Services; Provider's failure to submit claims within the specified or a regulated time period; Regence or Payor's insolvency; Provider's failure to comply with Regence care management, Utilization Management, and/or quality initiatives, including required pre-authorizations and other administrative requirements or guidelines; denial of payment due to Provider's failure to comply with the terms of this Agreement; and/or, breach of this Agreement by Provider will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or payment from, or have any recourse against a Member or persons acting on behalf of the Member, other than Regence or Payor, for Covered Services provided pursuant to this Agreement, except as described in Section 5.9.1 or unless the Member fails to provide coverage information.

This provision will not prohibit collection of the established Deductibles, Copayments, and Coinsurance within the terms of the Member Contract, nor will it prohibit Provider from (a) collecting payment from third-party Payor(s) with primary or secondary responsibility in accordance with Section 5.7, or (b) collecting payment from Members for Non-Covered Services or not Medically Necessary services in accordance with Section 5.9.1.

5.9.1 Limitations on Billing Members for Not Medically Necessary or Non-Covered Services. Provider may bill a Member for Non-Covered Services or not Medically Necessary services, as determined by Regence, Payor, or their designees, only after obtaining appropriate written Member Consent, which lists the specific service, at least twenty-four (24) hours in advance of Provider Services being provided. Neither Regence

nor Payor shall be liable for any amounts associated with services or supplies that are determined by Regence, Payor, or their designees to be Non-Covered Services or not Medically Necessary services. Provider may not bill Members for services that are deemed to be not Medically Necessary or Non-Covered through an adverse determination in any of Regence's appeal processes. In no event will Regence or Payor be responsible for any amount owed by Member to Provider for Non-Covered Services in the event that Provider is unable to collect such amount from Member.

5.9.1.1 Member Consent. At a minimum, the written Member Consent must include the following information: Member name, specific service or supply, expected date of service, condition and diagnosis, a statement informing the Member that the service or supply may be a Non-Covered Service or not Medically Necessary service, an estimation of the cost of the service, and a statement in which the Member agrees to pay for the Non-Covered Service or not Medically Necessary service. The written Member Consent must be signed by the Member, Member's guardian, or Member's authorized health care representative and maintained in the Provider's records. Provider agrees not to bill Regence, Payor, or Member any amount owed for not Medically Necessary or Non-Covered Services or supplies if Provider fails to obtain written Member Consent.

5.10 CONTINUATION OF LIMITATIONS. Provider agrees that (a) the provisions in this Article V shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members; and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and Member, or persons acting on behalf of the Member.

5.11 PROVIDER NETWORKS. Provider agrees to provide Covered Services to any Member under any Provider Network in which Provider participates pursuant to the terms of this Agreement and any addenda or exhibits attached hereto. Nothing in this Agreement gives Provider the right to participate in any new provider networks or lines of business developed by Regence.

VI. CONFIDENTIALITY

6.1 CONFIDENTIAL AND PROPRIETARY INFORMATION. As used in this Agreement, "Regence Confidential and Proprietary Information" means: (a) proprietary information of Regence in whatever form (hard-copy, electronic, on-line, encoded disk, etc.); (b) information marked or designated by Regence as confidential or proprietary; (c) claims and health information that Regence treats as confidential, including raw claims data, claim data extracts, utilization information, and health information specific to a particular Member or his/her dependents; (d) the names, addresses, and telephone numbers of all Members and employer groups; (e) this Agreement; and (f) other information provided by Regence, which Regence is obligated to keep confidential. "Regence Confidential and Proprietary Information" excludes any information now or hereafter voluntarily disseminated by Regence to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.

As used in this Agreement, "Provider Confidential and Proprietary Information" means (a) information related to an arbitration proceeding; (b) this Agreement; and (c) information marked or designated by Provider as confidential or proprietary. Provider Confidential and Proprietary Information excludes any information now or hereafter voluntarily disseminated by Provider to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.

Regence Confidential and Proprietary Information and Provider Confidential and Proprietary Information collectively shall be hereafter referred to as "Confidential and Proprietary Information." Confidential and Proprietary Information may be used by Provider and Regence as follows:

- a. For patient care;
- b. For populating a Member's personal health record;
- c. For administrative, payment, and/or management functions, including, but not limited to, medical review, quality management, provider Credentialing, and peer review; and
- d. For purposes of reviewing Provider's catastrophic expenses and billing Provider's catastrophic reinsurance carrier.

6.2 NON-DISCLOSURE AND NON-USE. Each party recognizes and acknowledges that it shall, in fulfilling its obligations under this Agreement, necessarily become conversant with the other party's Confidential and Proprietary Information that is not generally available to the public and that except as otherwise allowed by law or this Agreement, it would be irreparably damaging to the relevant party and its affiliates, employees, representatives, or agents to disclose such Confidential and Proprietary Information. Either party may seek relief for breach of this Agreement.

Provider agrees that unless required by law or permitted pursuant to applicable provisions of 45 CFR parts 160 and 164, Provider shall not disclose any Regence Confidential and Proprietary Information without the prior written consent of Regence. In the event Provider's employees have the need to know such Regence Confidential and Proprietary Information for the limited purpose of performing the obligations under this Agreement, Provider shall first inform each employee of the confidential nature of the information and the relevant terms of this Agreement related to confidentiality. In the event Provider obtains consulting services from a third party that has access to this Agreement, Provider shall obtain a written confidentiality statement signed by the third party acknowledging its written agreement to be bound to the confidentiality terms of this Agreement and provide a copy to Regence within ten (10) business days.

6.3 SAFEGUARD OF CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party agrees to exercise no less care in safeguarding the other party's Confidential and Proprietary Information against loss, theft, or other inadvertent disclosure than the party exercises in safeguarding the confidentiality of its own Confidential and Proprietary Information. In no event shall either party use less than reasonable care in safeguarding the other party's Confidential and Proprietary Information.

6.4 CONFIDENTIALITY OF MEDICAL RECORDS. Provider will maintain the confidentiality of information contained in Members' medical records including Member identifiable information and will only release such records: (a) to Regence upon request and as is necessary to comply with the terms of this Agreement; (b) subject to applicable laws; (c) as necessary to other providers treating the Member; (d) to Provider's medical review committees; or (e) with the consent of the Member.

6.5 RATE INFORMATION. Notwithstanding the above, Regence may disclose to Participating Providers the information and data required to allow those Participating Providers to effectively manage the quality, care, and cost of Members Regence has attributed to them.

6.5.1 Disclosure of Rates to Members. Notwithstanding any other provision of this Agreement to the contrary, either party may disclose to Members the Member's actual or estimated cost-sharing amount (e.g., Copayment, Deductible, and/or Coinsurance) for a Covered Service, to explain claims payment and to facilitate informed decisions regarding health care services use and cost. The parties understand that in some cases, the cost-sharing amount may be equal to the allowed amount for services under the Agreement.

6.6 THIRD-PARTY SERVICES. In the event Provider utilizes any third-party service provider in any matter that involve claims data or any Provider or Regence Confidential and Proprietary information, Provider shall ensure that such third party executes a business associate agreement

and complies with all applicable state and federal laws that relate to privacy. In addition, Provider shall be responsible for notifying Regence of the name and address of any third-party service providers that, in performing Provider duties, are given access to any Provider or Regence Confidential and Proprietary Information and that the third-party service provider has the authority to act on behalf of the Provider. If Provider changes such third-party service provider, Provider shall notify Regence of the change within ten (10) business days.

- 6.7 SURVIVAL.** The obligations set forth in this Article VI will survive the termination of this Agreement and shall continue for so long as either party possesses any of the other party's Confidential and Proprietary Information, regardless of the reason, or lack thereof, for termination of this Agreement.

VII. TERM AND TERMINATION

- 7.1 TERM.** The "Initial Term" of this Agreement shall be one (1) year from the Effective Date of this Agreement. Thereafter, this Agreement shall continue from year to year unless terminated.
- 7.2 TERMINATION WITHOUT CAUSE.** This Agreement, or participation in any provider network addendum attached thereto, may be terminated without cause by either party, after the Initial Term, with at least one hundred and twenty (120) days' advance written notice to the other party, in accordance with Section 9.3. This option may be exercised by either party for any reason and does not require either party to establish or prove that there is cause for the termination or to disclose the basis of its decision to the other party. Both parties agree to accept the other's decision on termination as final, without recourse to further external, internal, judicial, or arbitral process. In the event of a termination, the parties shall have no right to claim and do hereby waive and release any claim for damages that may result from or arise out of that termination, other than any claim that the parties may have for Covered Services rendered to Members prior to the effective date of the termination.
- 7.3 TERMINATION FOR CAUSE.** This Agreement may be terminated for cause due to a breach of any material term, covenant or condition at any time by either party upon at least thirty (30) days' prior written notice of such termination, in accordance with Section 9.3. Such notice shall specify the reason(s) for termination. The other party shall be provided thirty (30) days from the date of receipt of the notice of termination to correct the breach to the satisfaction of the party requesting termination. The thirty (30) day cure period may be extended upon mutual written consent of both parties. Should the breach not be corrected within the thirty (30) day cure period or any agreed upon extensions to the cure period, this agreement will terminate.
- 7.4 IMMEDIATE TERMINATION.** Notwithstanding any other provision of this Agreement, Regence may terminate this Agreement immediately upon notice to Provider, in accordance with Section 9.3, in the case of any of the following:
- 7.4.1** Expiration, suspension, restriction, revocation, or non-renewal of required federal, state, or local licensure or certificates that would affect the provision of Covered Services to Members.
 - 7.4.2** Expiration, suspension, restriction, revocation, or non-renewal of Regence's licensure that would affect the ability of Regence to conduct the business of administering and funding Member Contracts.
 - 7.4.3** Continued participation under this Agreement may adversely affect the health, safety or welfare of any Member.
 - 7.4.4** Failure to maintain liability insurance, in amounts required by Regence's credentialing criteria.

- 7.4.5 Failure to comply completely with Regence Credentialing or Recredentialing standards or procedures then in effect.
- 7.4.6 Debarment, suspension, or exclusion of Provider from any government-sponsored program.
- 7.4.7 Deliberate misrepresentation or falsifying any information supplied by Provider to Regence, including but not limited to medical record information.
- 7.4.8 Engagement in fraud or deception or knowingly permitting fraud or deception by another, in connection with Provider's obligations under this Agreement.
- 7.4.9 Any final legal or governmental action against Provider which impairs Provider's ability to carry out its duties and obligations under this Agreement.
- 7.4.10 Failure to comply with Regence's care management programs, Utilization Management, and Quality Improvement Activities.
- 7.4.11 Failure to comply with the provisions of this Agreement regarding the limitations on billing Members.
- 7.4.12 Any action or communication that fundamentally undermines or could fundamentally undermine the confidence of Members, potential Members, their employers, unions, physicians, other health care professionals, or the public in Regence or in the quality of care provided to Members.

Any termination under this provision may be appealed by Provider in accordance with Article VIII of the Agreement.

- 7.5 **CONTINUATION OF SERVICES.** Upon termination of this Agreement, Regence and Payor will direct Members to Participating Providers. Provider's obligation to provide Covered Services in accordance with the terms of this Agreement to Members will continue for a period of twelve (12) months following the termination effective date ("Continuation Period"). During this Continuation Period, the payment terms defined in the current Attachment A to this Agreement shall prevail. Continuation of Services may not be applied to providers who retire and permanently close their practice, or no longer render services in Regence's service area.
- 7.6 **OBLIGATION TO COOPERATE.** Upon notice of termination, and in accordance with Section 7.5 above, Providers will cooperate with Regence in the orderly transfer of Members' care, including the provision of copies of records to other Participating Providers, at no charge to Regence, Payors or Members. The parties will cooperate on promptly resolving any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. This provision will survive termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may seek damages for breach of this provision.
- 7.7 **NOTICE TO MEMBERS.** Upon notice of termination of this Agreement, Regence will provide notice of the impending termination to Members currently under the treatment of Provider. In the event of immediate termination, Regence will notify its Members as soon as is practical of Provider's termination. Provider agrees to refrain from any action that interferes with the relationship between Regence and its existing or prospective Members or Participating Providers.

VIII. DISPUTE RESOLUTION

- 8.1 **MEMBER COMPLAINTS.** Provider agrees to cooperate fully with Regence in the investigation and resolution of Member complaints and grievances concerning health care services provided under

this Agreement. Upon request, Provider will furnish Regence with a copy of its procedures for handling Member complaints.

- 8.2 INTERNAL PROVIDER APPEAL PROCESSES.** Regence shall maintain one or more internal provider appeal processes to adjudicate disputes that may arise between a Participating Provider and Regence. Regence's internal provider appeal and grievance processes are set forth on the Provider Web Site, which is incorporated herein by reference. Unless otherwise indicated herein or in the Provider Web Site, the Participating Provider must exhaust the applicable provider appeals process before initiating any of the post-appeal processes set forth herein.

If the Participating Provider submits a dispute to the provider billing dispute appeal process, and Regence fails to render a timely decision based on the time frames described in the Provider Web Site, Provider may bypass the provider billing dispute appeal process and proceed directly to one or more of the post-appeal processes described below.

- 8.3 POST-APPEAL PROCESSES.** If, after the exhaustion of the applicable internal provider appeal process, either party is dissatisfied with the outcome of the internal provider appeal and wants to further dispute the issue(s), the disputed issue(s) must be submitted to one or more of the processes as described below. Any prerequisites to initiating one of the processes described below must be met before the process can be initiated.

8.3.1 Binding External Review. For disputes that have exhausted the billing dispute and Medical Necessity/investigational procedure appeal process, the Participating Provider may elect to resolve the disputed issue(s) by binding external review, if certain conditions are met. In all cases, if a dispute is submitted to external review, the decision of the external reviewer is binding and is the final decision on the disputed issue. Disputes submitted to external review shall not be submitted to mediation or arbitration as provided herein. A description of the external review process and any prerequisites to initiating the external review process can be found on the Provider Web Site. Disputes that do not meet the criteria to be submitted to binding external review may be submitted to binding external review only upon mutual written agreement of the parties.

8.3.2 Mandatory Non-Binding Mediation. For disputes that have not been or cannot be submitted to external review, the disputed issue(s) must be submitted to mandatory non-binding mediation prior to seeking arbitration. Mandatory non-binding mediation must be requested within sixty (60) days following the date of Regence's decision on Provider's last internal provider appeal. Where Provider is allowed to bypass the internal provider appeal process as provided herein, mandatory non-binding mediation must be requested within sixty (60) days from the last day Regence has to timely respond to a dispute. Provider and Regence shall each bear their own costs of mediation and shall split equally the costs of the third-party mediator.

8.3.3 Binding Arbitration. If, after exhausting Regence's internal provider appeals process and mandatory non-binding mediation, either party is still dissatisfied with the outcome and wants to further dispute the issue(s), the disputed issue(s) must be submitted to binding arbitration. Such arbitration must be initiated by making a written demand for arbitration on the other party. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute, and the relief requested.

The arbitration shall be conducted in a city within reasonable distance of both parties and mutually agreed upon by both parties. The parties agree that the dispute shall be submitted to one (1) arbitrator mutually selected by the parties. If the parties cannot agree on an arbitrator, they shall obtain a list of ten (10) possible arbitrators from a neutral source, such as the Judicial Arbitration and Mediation Services (JAMS), and shall strike arbitrators from the list in turn, beginning with the party who won a coin toss, until only one arbitrator

remains. The remaining arbitrator shall hear the dispute. The parties shall share equally the fee of the arbitrator, excluding the filing fee, if any, incurred in commencement of the proceeding. The parties shall have the right to make substantive motions. The arbitrator shall be bound by applicable federal and state law and shall render a written decision within thirty (30) days of the hearing. The arbitrator shall award the prevailing party any applicable filing fees and arbitrator's fees paid by the prevailing party. The arbitrator also may award the prevailing party attorneys' fees and costs associated with the arbitration proceeding. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8.4 FAILURE TO TIMELY APPEAL. If the disputing party (i.e., the party that requests or initiates the internal appeal, external review, mediation, or arbitration) fails to request or initiate an internal appeal, external review, mediation, or arbitration as required by this Agreement, and within the time frames prescribed on the Provider Web Site and this Agreement, Regence's last determination on the disputed issue(s) shall be deemed final and binding. In addition, the disputed issue(s) shall be conclusively deemed to have been waived by the disputing party and shall not be the subject of any further internal, external, judicial, or other dispute resolution process. Once the decision is deemed final, nothing in this Agreement shall prevent the prevailing party from pursuing remedies available to it, including without limitation a judicial remedy, to collect any amounts owed to it by the other party. Also, nothing in this Agreement shall prevent a party from asserting defenses, claims, causes of action, or demands in response to an internal appeal, external review, mediation, or arbitration initiated by the disputing party. This provision shall survive termination of this Agreement.

8.5 PRECEDENTIAL EFFECT OF DECISIONS. The parties agree that any disputes that arise under this Agreement shall be considered independently and on their own merits without regard for any other determination made by a third party through one of the post-appeal processes or by Regence through the internal provider appeal process or otherwise. The parties agree that none of the determinations made under this Agreement through one of the dispute resolution processes described above shall be used as precedent for other disputes that may arise between Regence and any Participating Provider or between Regence and any third party. This provision shall survive termination of this Agreement.

IX. GENERAL PROVISIONS

9.1 AMENDMENTS WITH NOTICE. Regence may amend this Agreement by providing ninety (90) days' prior written notice to Provider in accordance with Section 9.3.2. If Provider objects to the amendment, Provider may terminate the Agreement by giving Regence written notice no later than thirty (30) days after receipt of the written notice of the amendment. Said termination shall be effective at the end of the ninety (90) day notice period, unless within sixty (60) days of the date of the notice of amendment, Regence gives Provider written notice that it will not implement the amendment. Regence reserves the right to update any document, attachment or addendum to this Agreement to restate Provider's network participation status and will provide such notice with no less than ninety (90) days' prior written notice to Provider.

9.2 AMENDMENTS REQUIRED BY LAW. If state or federal laws or regulations require a change to any provision of this Agreement, this Agreement will be deemed amended to conform to the law or regulation on the date the law or regulation becomes effective. Regence will use reasonable efforts to provide Provider prior written notice of such changes.

9.3 NOTICES AND COMMUNICATION BETWEEN THE PARTIES.

9.3.1 Notices/Communications Containing Confidential and/or Protected Health Information. If a notice or communication includes information that is confidential and proprietary information to either or both parties and/or that includes Protected Health Information ("PHI") as defined under Health Insurance Portability and Accountability Act of

1996 (42 U.S.C. 201 et seq.), then the following restrictions must be observed when communicating such information.

- a. U.S. mail/certified mail/overnight delivery—No additional requirements.
- b. Provider Web Site—Not a permitted method of notice or communication for confidential information and PHI, unless the web site is secured or the information is appropriately encrypted.
- c. Electronic mail—Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.
- d. Facsimile Transmission—The information must be prefaced by a formal cover sheet noting the confidentiality of such information.

9.3.2 All Other Notices. Notices and communications between the parties, which are necessary for the proper administration of this Agreement, will be communicated via regular U.S. mail, Provider Web Site or electronic mail, and when applicable, in accordance with Section 9.3.1, with the exception of notices related to termination or requests for mediation or arbitration, which must be sent via certified mail, return receipt requested to the address defined in Section 9.3.4.

9.3.3 When Made. Notices and communications will be deemed to have been made on the date of certified delivery, date postmarked, or electronically date stamped based on the method of notice specified in Section 9.3.

9.3.4 Address for Notices. Notices and communications required under this Agreement to Provider shall be sent to: (a) the postal address of Provider's billing service location; or (b) the electronic mail address designated by Provider for electronic notices, indicated on the signature page of this Agreement. Notices to Regence shall be sent to the Contract Notice address listed in the Contact Us section of the Provider Web Site.

9.3.4.1 Notice of Change in Regence Address. Regence agrees to provide ninety (90) days' advance written notice to Provider of a change in Regence's mailing address.

9.3.4.2 Notice of Change in Provider Address. Provider agrees to provide ninety (90) days' advance written notice to Regence of a change in: (a) Provider's physical address, (b) Provider's billing address, and/or (c) Provider's electronic mail address.

9.4 USE OF NAME. Provider consents to the use of Provider's name and other identifying and descriptive material in provider directories. Provider consents to Regence's use of Provider's name on Regence's web site, directories, or lists to identify Provider as contracted. Any other use of Provider's name and other identifying and descriptive material by Regence requires review and written approval by Provider prior to use. Any use of Regence's names, logos, trademarks, or service marks in promotional materials or similar use requires review and written approval by Regence prior to use. Regence consents to Provider's use of Regence's name on Provider's web site, directories, or lists to identify Regence as a health plan with whom Provider is contracted.

9.5 INDEMNIFICATION. To the extent not otherwise inconsistent with the laws of the relevant jurisdiction, each party will indemnify and hold harmless the other and its officers, directors, agents, and employees, individually and collectively, from all fines, claims, demands, suits, or actions of any kind or nature arising by reason of the indemnifying party's negligent or intentional acts or omissions in the course of its performance of its obligations under this Agreement.

- 9.6 SEVERABILITY.** If any provision of this Agreement is determined unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 9.7 BANKRUPTCY.** If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of federal or state law. Any such suspension of further performance by a non-filing party will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.
- 9.8 ASSIGNMENT.** Neither party shall assign any rights or delegate any obligations hereunder without the written consent of the other party, provided, however, that any reference to Regence herein shall include any successor in interest and that Regence may assign its duties, rights, and interests under this Agreement in whole or in part to a Regence affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.
- 9.9 WAIVER OF BREACH.** Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of that same or different provision. No party will be deemed to have waived that party's rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative.
- 9.10 FORCE MAJEURE.** Neither party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control, including, without limitations, acts of God, war, or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The parties shall make a good faith effort, however, to assure Members have access to services consistent with applicable law, despite such events.
- 9.11 GOVERNING LAW / VENUE.** Please refer to the attached state addendum.
- 9.12 ENTIRE AGREEMENT/SUPERSESSION.** This Agreement and its exhibits, attachments, amendments and addenda constitute the entire Agreement between the parties with regard to the subject matter herein and supersede any prior written or oral agreements between the parties or their affiliates with regard to the same subject matter.
- 9.13 CHANGES TO MEMBER CONTRACTS.** Regence or Payor may change, revise, modify or alter the form and/or content of any Member Agreement without prior approval and/or notice to Providers. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Contract.
- 9.14 AUTHORITY TO BIND PROVIDERS.** Each of the persons executing this Agreement on behalf of Regence and Provider represents and warrants that he or she has the authority to bind his or her respective principals and affiliates listed in Attachment B as applicable and that the respective Parties have the full authority to bind all relevant parties, agents, and affiliates to the terms referenced in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

UNDER PENALTIES OF PERJURY, I (Provider) certify that:

1. The number(s) shown on this form or otherwise set forth on a subsequent Attachment to this Agreement is/are the correct taxpayer identification number (or Provider is waiting for a number to be issued), **and**
2. Provider is not subject to backup withholding **(a)** exempt from backup withholding, or **(b)** have not been notified by the Internal Revenue Service (IRS) that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified Provider that it is no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

COUNTY OF PACIFIC

REGENCE BLUESHIELD



Signature of Authorized Representative

Signature of Authorized Representative

Print Name

John Partin, VP Network Management

Name and title of Authorized Representative

Title

Date

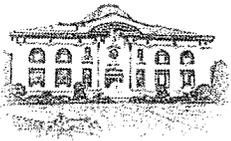
Date

Name of Provider as it corresponds to this Taxpayer Identification Number

916001356

Taxpayer Identification Number

Email Address



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:
 03-24-2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # 13

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
<input type="checkbox"/> SDC	<input type="checkbox"/> PCSO	<input type="checkbox"/> SUPR CT	<input type="checkbox"/> TRSR	<input type="checkbox"/> VEG	<input type="checkbox"/> WSU	<input type="checkbox"/> 367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Pacific County S.O Date 03-20-2020

Name & Title Ron Davis Undersheriff Signature

NARRATIVE OF REQUEST:
 Request the BOCC approve a supplemental to the 2020 Corrections budget for the final payment reference the installation of the Harding system in the Corrections division by Accurate Electric Inc in the amount of \$29,569.08. At this time we have appropriate funding. The initial payment for the equipment was paid in 2019. Invoice attached.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve the final payment for the installation of the harding system by Accurate Electric, Inc. in the amount of \$29,569.08 from Fund 001.802 (Current Expense: Sheriff Corrections) and recognize a supplement may be required, subject to adequate budget appropriations



PO Box 871866
Vancouver, WA 98687

Invoice

Phone #	360 567-3330
Fax #	360 567-3320

Bill To
Pacific County Sheriffs Office PO Box 27 South Bend, WA 98586

Job: 270-1368
South Bend Harding Retro 300 Memorial Dr. South Bend, WA 98586

Remarks: FROM DRAW REQUEST BILLING ENTRY

Date	PO #	Due Date	Terms	Project	Invoice #
3/20/20	Ron Davis	4/19/20	Net 30	South Bend Harding Retro	15183

Quantity	U/M	Description	Unit Price	Amount
		Progress Bill # 2 Final Bill		28,680.00

Subtotal:	28,680.00
Sales Tax (8.10%):	2,323.08
Total:	31,003.08
Less Retention:	-1,434.00
Current Due:	29,569.08

If paying by credit card - please add 3% to total remitted.

Application and Certificate For Payment

To Owner: Pacific County Sheriffs Office PO Box 27 South Bend, WA 98586	Project: South Bend Harding Retro 300 Memorial Dr. South Bend, WA 98586	Application No: 2 Date: 03/20/2020 Period To: 03/20/20 Architect's Project No: Contract Date:
From (Contractor): Accurate Electric Unlimited, PO Box 871866 Vancouver, WA 98687	Contractor Job Number: 270-1368 Via (Architect): Contract For:	
Phone: 360 567-3330		

Contractor's Application For Payment

Change Order Summary	Additions	Deductions				
Change orders approved in previous months by owner						
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Number</th> <th style="width:30%;">Date Approved</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Number	Date Approved				
Number	Date Approved					
Totals						
Net change by change orders						

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____
 By: _____ Date: _____
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 _____ (year). Notary public: _____
 My commission expires _____

Original contract sum	70,080.00
Net change by change orders	0.00
Contract sum to date	70,080.00
Total completed and stored to date	70,080.00
Retainage	
5.0% of completed work	3,504.00
0.0% of stored material	0.00
Total retainage	3,504.00
Total earned less retainage	66,576.00
Less previous certificates of payment	39,330.00
Current sales tax	
8.100% of taxable amount	28,680.00
Current sales tax	2,323.08
Current payment due	29,569.08
Balance to finish, including retainage	3,504.00

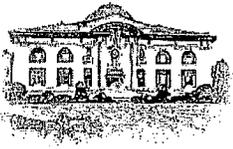
Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect
 By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:

03/10/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied

Agenda Item # 14

Subject to adequate budget appropriations

Initial _____ Date _____

No action taken/withdrawn

Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

- | | | | | | | |
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| <input type="checkbox"/> ASSR | <input type="checkbox"/> AUD | <input type="checkbox"/> CS | <input type="checkbox"/> CLERK | <input type="checkbox"/> DCD | <input type="checkbox"/> DPW | <input type="checkbox"/> EMA |
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| <input type="checkbox"/> SDC | <input type="checkbox"/> PCSO | <input type="checkbox"/> SUPR CT | <input type="checkbox"/> TRSR | <input type="checkbox"/> VEG | <input type="checkbox"/> WSU | <input type="checkbox"/> 367C |

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office AUDITOR

Date 03/03/2020

Name & Title RACHEL PATRICK

Signature

NARRATIVE OF REQUEST:

Please consider approving a request to purchase a upgraded View Scan IIII microfiche reader and computer in the vault, this has been failing for a couple of month now and Andy recommends replacement at the cost of \$3075.00 this is not in the auditors budget and a fiscal year 2020 budget supplement may be required for this purchase.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve the purchase an upgraded View Scan IIII microfiche reader and computer from Technology Unlimited, Inc. for the vault in the amount of \$3,075 with tax from Fund 001.200 (Current Expense: Auditor) and recognize a supplement may be required, subject to adequate budget appropriations

CONTRACT/AGREEMENT/GRANT

Per Contract/Agreement/Grant Review Policy [Resolution No. 2019-044]

Name of Contractor _____

Name of Contract/Agreement/Grant/Amendment #: _____

ATTACHED REQUIRED DOCUMENTS

- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044] Certificate of Insurance

EXPENDITURE REQUEST

Per Procurement/Purchasing Policy & Procedures [Resolution No. 2019-042]

	AMOUNT	FUND NO.	BUDGETED
Materials, Supplies, Equipment and Services	\$ 3075.00	001	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Telecommunications & Data Processing	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Architecture, Engineering, Landscape Architecture, or Surveying Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personal Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Purchases Services	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Public Works Project	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sole Source Purchase [Resolution required]	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
"Piggybacking" Purchase	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

If expenditure is not budgeted, will a supplement be required Yes No

ATTACHED REQUIRED DOCUMENTS [check all that apply]

- Bids & Bid Tabulation Sole Source Resolution W-9 Certificate of Insurance
- Federal Suspension and Debarment Certification [Attachment A of Resolution No. 2019-044] Piggybacking documentation [Resolution No. 2019-042]
- Inventory Acquisition Form

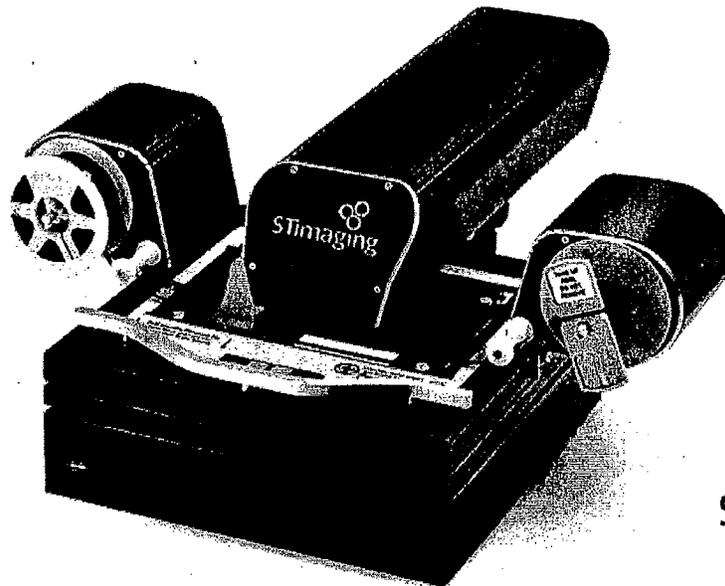
NEW EMPLOYEES / TRANSFERS

New Employee/Change in Status Form

Documents to be submitted to Risk Management for new employees

- Background Check Authorization Form [Resolution No. 2017-058] Copy of driver's license and insurance card

ADDITIONAL INFORMATION



PC Specifications for ST ViewScan III

Item	Specifications
<i>USB 3 Ports</i>	Minimum of (2) USB 3.0 Ports required for connection to camera (must have Driver update of 2014 or newer) PC must come with integrated USB 3.0 ports that have either an "SS" next to them or are blue.
<i>Memory</i>	8GB RAM (more highly recommended)
<i>Processor Speed</i>	Multi-Core Processor, or i7 preferred 2.4 Gig HZ or faster
<i>Video Card</i>	1+ GB Discrete Video Card or Greater, NVIDIA GeForce GTX-series recommended, certified to work. Motherboard shared graphics processors, relying on Intel HD, or 93/95 Chipset, as examples will not work properly.
<i>Operating System</i>	Original Installed Operating System on PC must be Windows 7, 8 or 10 64 Bit Preferred .net framework 4.0 is required Latest service pack is recommended
<i>USB 2.0 Ports</i>	Minimum of (2) USB 2.0 Ports, 4 recommended.
<i>Monitor</i>	22" or 24" with latest video driver. 1280 x1024 screen resolution. (the larger the monitor, the better the image)

+Erik Fitterer

6802 South 220th Street, Building #2

Kent, WA 98032

Phone: (206) 812-0622

Email: erikf@tuiusa.com

TECHNOLOGY UNLIMITED INC



Seattle / Portland / Spokane / Boise / San Francisco Bay Area / Los Angeles / San Diego



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:

3-24-2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied

Agenda Item # 15

Subject to adequate budget appropriations

Initial _____ Date _____

No action taken/withdrawn

Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

- | | | | | | | |
|-------------------------------|-------------------------------|----------------------------------|--------------------------------|------------------------------|---------------------------------|-------------------------------|
| <input type="checkbox"/> ASSR | <input type="checkbox"/> AUD | <input type="checkbox"/> CS | <input type="checkbox"/> CLERK | <input type="checkbox"/> DCD | <input type="checkbox"/> DPW | <input type="checkbox"/> EMA |
| <input type="checkbox"/> FAIR | <input type="checkbox"/> HLTH | <input type="checkbox"/> IT | <input type="checkbox"/> JUV | <input type="checkbox"/> NDC | <input type="checkbox"/> PACCOM | <input type="checkbox"/> PROS |
| <input type="checkbox"/> SDC | <input type="checkbox"/> PCSO | <input type="checkbox"/> SUPR CT | <input type="checkbox"/> TRSR | <input type="checkbox"/> VEG | <input type="checkbox"/> WSU | <input type="checkbox"/> 367C |

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Vegetation Management Date 3-19-20

Name & Title Ed Darcher (Field Coordinator) Signature _____

NARRATIVE OF REQUEST:

Vegetation Management requests permission to advertise (in the Chinook Observer) for the spartina field crew. Presently we plan to hire two temporary employees starting on 5/18 or 6/1, depending on how late in the season they can work.

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to approve the request to advertise and hire for the temporary Spartina Field Crew



Pacific County
 Board of Commissioners/Local Board of Health
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 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:
3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # 16

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
<input type="checkbox"/> SDC	<input type="checkbox"/> PCSO	<input type="checkbox"/> SUPR CT	<input type="checkbox"/> TRSR	<input type="checkbox"/> VEG	<input type="checkbox"/> WSU	<input type="checkbox"/> 367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Board of County Commissioners Date 3/20/2020

Name & Title Amanda Bennett, Deputy Clerk of the Board Signature *Amanda Bennett*

NARRATIVE OF REQUEST:
 Adopt Resolution 2020-_____ in the matter of declaring a local emergency in Pacific County in response to a public health emergency related to COVID-19

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]
 I move to adopt Resolution 2020-_____ in the matter of declaring a local emergency in Pacific County in response to a public health emergency related to COVID-19

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

RESOLUTION NO. 2020- _____

**IN THE MATTER OF THE DECLARING A LOCAL EMERGENCY IN
PACIFIC COUNTY IN RESPONSE TO A PUBLIC HEALTH
EMERGENCY RELATED TO COVID-19**

WHEREAS, on January 21, 2020 the Washington State Department of Health confirmed the first case of novel coronavirus (COVID-19) in the United States in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since that time worked to identify, contact, and test others in Washington State potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

WHEREAS, on January 31, 2020 the United States Department of Public Health and Human Services declared a public emergency for COVID-19 commencing January 27, 2020; and

WHEREAS, on February 29, 2020, the Governor of the state of Washington adopted Proclamation 20-05 and proclaimed that a State of Emergency exists for all counties in the State of Washington as a result of COVID-19; and

WHEREAS, on March 10, 2020 the Governor signed Proclamation 20-06 addressing risks to persons living in congregate care settings and imposing certain restrictions in all counties in the State of Washington; and

WHEREAS, on March 16, 2020 the Governor signed Proclamations 20-13 amending 20-05 imposing restrictions on large gatherings in Washington counties and prohibiting the following activities in Washington counties related to social, spiritual, and recreational gatherings, which restrictions shall remain in effect until midnight on March 31, 2020, unless extended beyond that date: Gatherings of 50 people or more for social, spiritual, and recreational activities, including but not limited to community, civic, public, leisure, faith-based, or sporting events; parades; concerts; festivals; conventions; fundraisers; and similar activities; and

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death to vulnerable or at-risk populations, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, as of 4:00 p.m. on March 16, 2020, State Department of Health was reporting 904 confirmed cases and 48 deaths statewide; and

WHEREAS, the CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high", and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, the County's declaration of a local emergency will allow the County to undertake emergency purchases pursuant to RCW 36.32.270 and RCW 39.04.280 when such purchases require immediate action in the event of an emergency; and

WHEREAS, the County's declaration of a local emergency will allow the County, pursuant to RCW 42.30.070, if, by reason of the declared emergency, there is need for expedited action by a governing body to meet the emergency, the presiding officer of the governing body may provide for a meeting site other than the regular meeting site and the notice requirements of the Open Public Meetings Act shall be suspended during such emergency; and

WHEREAS, the conditions stated above constitute an emergency for Pacific County, necessitating activation of the Pacific County Comprehensive Emergency Management Plan and the utilization of emergency powers granted pursuant to RCW 36.40.180, 38.52.070(2), and 38.52.110(1).

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. There is hereby declared an emergency, as defined in the Pacific County Comprehensive Emergency Management Plan (PLAN), which constitutes unforeseen circumstances beyond the control of the County that presents a real, immediate threat to the proper performance of essential county functions and will likely result in bodily injury or loss of life if immediate action is not taken, due to the worldwide and local outbreak of COVID-19 and for all the reasons stated in the Governor's Proclamations 20-05, 06, 07, and 20-13, which are hereby adopted by reference. This declaration of emergency is effective retroactive to January 27, 2020, which is the date the United States Department of Public Health and Human Services declared a public emergency for COVID-19.

Section 2. Pursuant to the emergency declared at Section 1, County departments and offices, as designated pursuant to the PLAN, are authorized to enter into contracts and incur obligations necessary to combat such emergency to protect the health and safety of persons, property, and the environment, and provide emergency assistance to the victims of such emergency, consistent with the PLAN.

Section 3. The Pacific County Administrative Officer is authorized to make and adjust Human Resources Policies related to leave usage and other issues related to employees as necessitated by the impacts of COVID-19.

Section 4. There is a need for expedited action by the Board of County Commissioners to meet the emergency, and therefore pursuant to RCW 42.30.070, the notice requirements of the Open Public Meetings Act are suspended during this emergency as to all meetings of the Board of Health and Board of County Commissioners relating to the COVID-19 emergency, and the Chair of the Board may provide for a meeting site other than the regular site.

Section 5. The proclamation of a local emergency set forth at Section 1 shall terminate at midnight, on the first Wednesday following the 30th day after the date the Emergency Resolution is adopted.

Section 6. It is hereby ordered that Pacific County is authorized to temporarily suspend any and all provisions of its collective bargaining agreements between Pacific County government and the unions representing Pacific County employees as necessary to carry out the mission of the County during this emergency.

Section 7. This resolution shall become effective immediately.

PASSED by the following vote this _____ day of March, 2020 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey, Clerk of the Board

Mike Runyon, Commissioner



Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:

3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied

Agenda Item # 17

Subject to adequate budget appropriations

Initial _____ Date _____

No action taken/withdrawn

Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

ASSR

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VEG

WSU

367C

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Board of County Commissioners Date March 19, 2020

Name & Title Marie Guernsey, Clerk of the Board Signature _____

NARRATIVE OF REQUEST:

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to adopt Resolution No. 2020-_____ in the matter of certifying the fiscal year 2019 inventory

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

RESOLUTION NO. 2020- _____

IN THE MATTER OF CERTIFYING THE FISCAL YEAR 2019 INVENTORY

WHEREAS, RCW 36.32.210 states that the Board of County Commissioners shall file with the Auditor of the county a full and complete inventory of all capitalized assets kept in accordance with standards established by the State Auditor; and

WHEREAS, a listing of Pacific County's attractive items and capitalized assets as of December 31, 2019, was circulated to all county officers and departmental officials for review and certification; and

WHEREAS, the county officers and/or officials of the following offices/departments have reviewed and certified their respective inventories as of December 31, 2019: Assessor, Auditor, Civil Service, Clerk, Commissioners, Community Development, E-911, Emergency Management, General Administration, Health, Jail, Juvenile, Law Library, North District Court, Prosecuting Attorney, Public Works (includes Fair), Risk Management, Sheriff, South District Court, Superior Court, Tourism Development, Treasurer, Vegetation Management, and WSU Extension.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of Pacific County Commissioners DO HEREBY VERIFY that they have examined the attached listings of Pacific County's attractive items and capitalized assets as of December 31, 2019, represented as Attachments A, B and C and each incorporated herein by this reference, and find Attachments A, B and C to be correct, as we verily believe. The Clerk of the Board is directed to file Attachment A (final inventory for all operations except those assigned to the Department of Public Works, E-911, Emergency Management, Jail and Sheriff's Office), Attachment B (final inventory for Department of Public Works) and Attachment C (final inventory for E-911, Emergency Management, Jail, and Sheriff's Office) with the County Auditor.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 24th day of March, 2020.

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chair

Lisa Olsen, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Mike Runyon, Commissioner

RCW 42.30.110

Executive sessions.

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

(a)(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.

[2017 c 137 § 1; 2014 c 174 § 4; 2011 1st sp.s. c 14 § 14; 2010 1st sp.s. c 33 § 5; 2005 c 424 § 13; 2003 c 277 § 1; 2001 c 216 § 1; 1989 c 238 § 2; 1987 c 389 § 3; 1986 c 276 § 8; 1985 c 366 § 2; 1983 c 155 § 3; 1979 c 42 § 1; 1973 c 66 § 2; 1971 ex.s. c 250 § 11.]

NOTES:

Intent—2014 c 174: See note following RCW [28B.50.902](#).

Liberal construction—Effective dates—2005 c 424: See RCW [43.350.901](#) and [43.350.903](#).

Severability—Effective date—1987 c 389: See notes following RCW [41.06.070](#).

3



Pacific County
Board of Commissioners/Local Board of Health
P O Box 187 * 1216 W Robert Bush Drive
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:
3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied Agenda Item # 19

Subject to adequate budget appropriations Initial _____ Date _____

No action taken/withdrawn Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

<input type="checkbox"/> ASSR	<input type="checkbox"/> AUD	<input type="checkbox"/> CS	<input type="checkbox"/> CLERK	<input type="checkbox"/> DCD	<input type="checkbox"/> DPW	<input type="checkbox"/> EMA
<input type="checkbox"/> FAIR	<input type="checkbox"/> HLTH	<input type="checkbox"/> IT	<input type="checkbox"/> JUV	<input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PROS
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AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Board of County Commissioners Date 3/18/2020

Name & Title Amanda Bennett, Deputy Clerk of the Board Signature *Amanda Bennett*

NARRATIVE OF REQUEST:
 Open Public Hearing 10:00AM or soon thereafter as possible
 Swear in those wishing to testify/comment
 Close Public Hearing

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move that we approve Assembly Permit Application as submitted by the Beach Barons Car Club for the Rod Run to the End of the World to be held September 12-13, 2020 subject to all vendors obtaining food permits by August 31, 2020 and authorize Chair to sign



Assembly Permit Application
Pacific County Ordinance No. 35B
 Board of Pacific County Commissioners
 Internet Address: www.co.pacific.wa.us

PERMIT FEE: \$275.00 (non-refundable)

OFFICE USE ONLY

RECEIVED
 PACIFIC COUNTY

FEB 26 2020

GENERAL ADMINISTRATOR
 BOARD OF COMMISSIONERS

A social event or assembly for any purposes which said persons believes, or has reason to believe, will attract two thousand (2,000) or more persons during any day at a particular location within Pacific County which is outside the limits of incorporated cities and towns, is required to obtain a permit.

EVENT/ASSEMBLY INFORMATION

Organization/name of event: *BEACH BARONS CAK CLUB / ROO RON TO THE END OF THE WORLD*

Location Address: *25815 SANDRIDGE RD. OCEAN PARK, WA. 98640 (WILSON FIELD)*

Mailing Address: *P.O. Box 237 OCEAN PARK, WA.*

Contact person/person in charge: *JOE NATOLI PRESIDENT* Phone No.: *360-665-2808*

Date(s) of event: *SEPT. 12 - SEPT. 13 2020*

Overnight Camping? YES NO *WILL HAVE OVERNIGHT SECURITY ON SITE.*

Water supply: *CITY WATER*

Sewage disposal: *POTABLE - EVERGREEN SEPTIC 360-642-7272*

Number of people attending: *~ 10,000*

Number of toilet facilities: *TOTAL: 58 8 HANDICAP 10 W/HAND WASH 40 W/ SANITIZERS*
Required number of toilets: 8 toilets per 1,000 attendees, 2 toilets for each additional 500 attendees, and 2 toilets handicap accessible.

Number of hand washing facilities: *10 HAND WASH 40 SANITIZERS*

Method of solid waste disposal: *2 EA 30 YARD BINS + 100 30 GALLON TRASH CANS.*

Number of food service facilities: *FOOD VENDORS 15-18*

Certificate of liability insurance: YES NO Filed: *PHPK 2083895* Date: *03-02-2021*

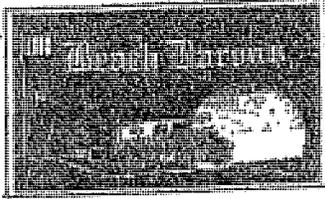
SOLID WASTE: PENINSULA SANITATION 360-642-2541

Applicant's Signature: *Joseph A. Natoli*

Print Name: *JOSEPH S. NATOLI* Date: *FEB. 26, 2020*

Approved By: _____ Date Issued: _____

BOARD OF PACIFIC COUNTY COMMISSIONERS
 P.O. Box 187
 South Bend, WA 98586
 360/875-9337 FAX 360/875-9335



LONG BEACH PENINSULA

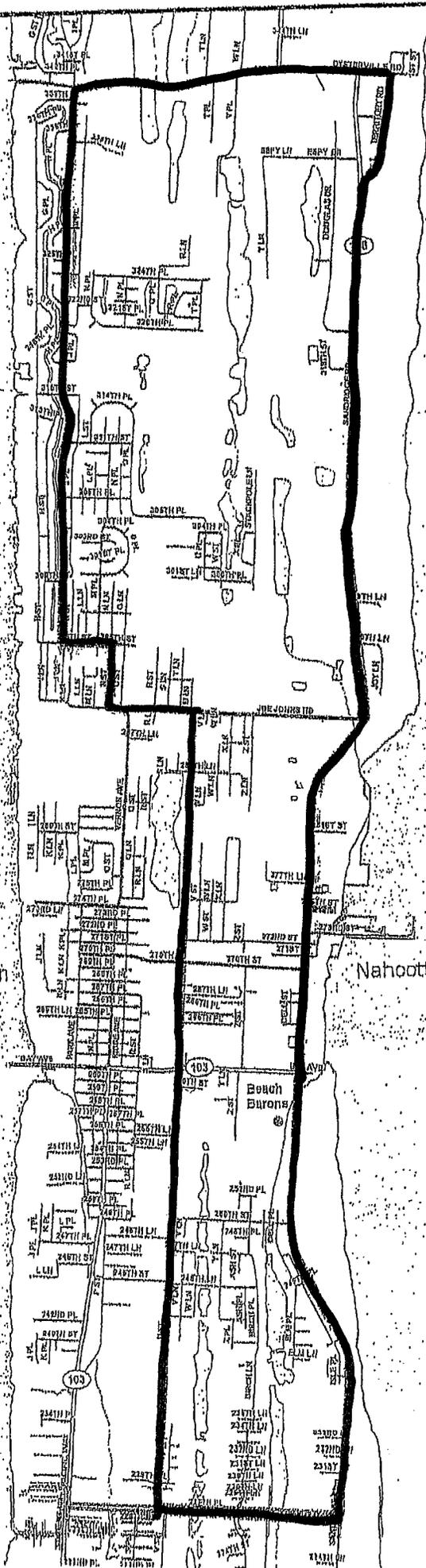
Beach Barons
Poker Run

BEACH BARONS
POKER RUN
ROUTE

SEPT. 2020

Surfside
Estates

Oysterville



OCEAN

WILSON

Ocean
Park

Nahootta

BEY

Pacific

1 Inch = 2,000 feet



LONG BEACH PENINSULA

Beach Barons
Cruises

BEACH BARONS
CRUISES

SOV. 2020 ROUTE

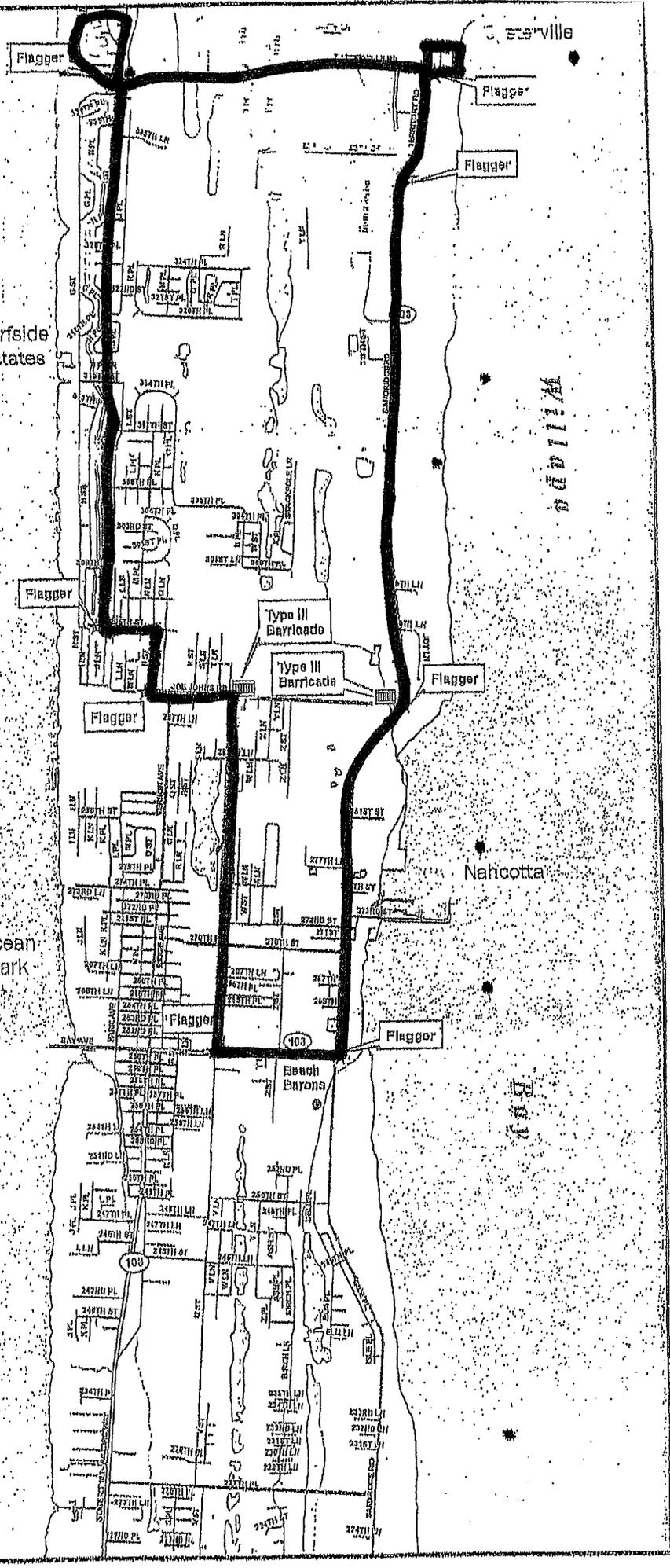
Surfside
Estates

Ocean
Park

Beach
Barons

Nahcotta

1 Inch = 2,000 feet



Hill property
500 cars

NEAR
EMOND
500 cars

200 cars

30 YARD TRASH BIN

20 YARD TRASH BIN

● FIRE PREVENTION LOCATIONS

8-10 units REST ROOM FACILITIES

□ = REST ROOM FACILITIES
1-3 units

● VENDOR ROW

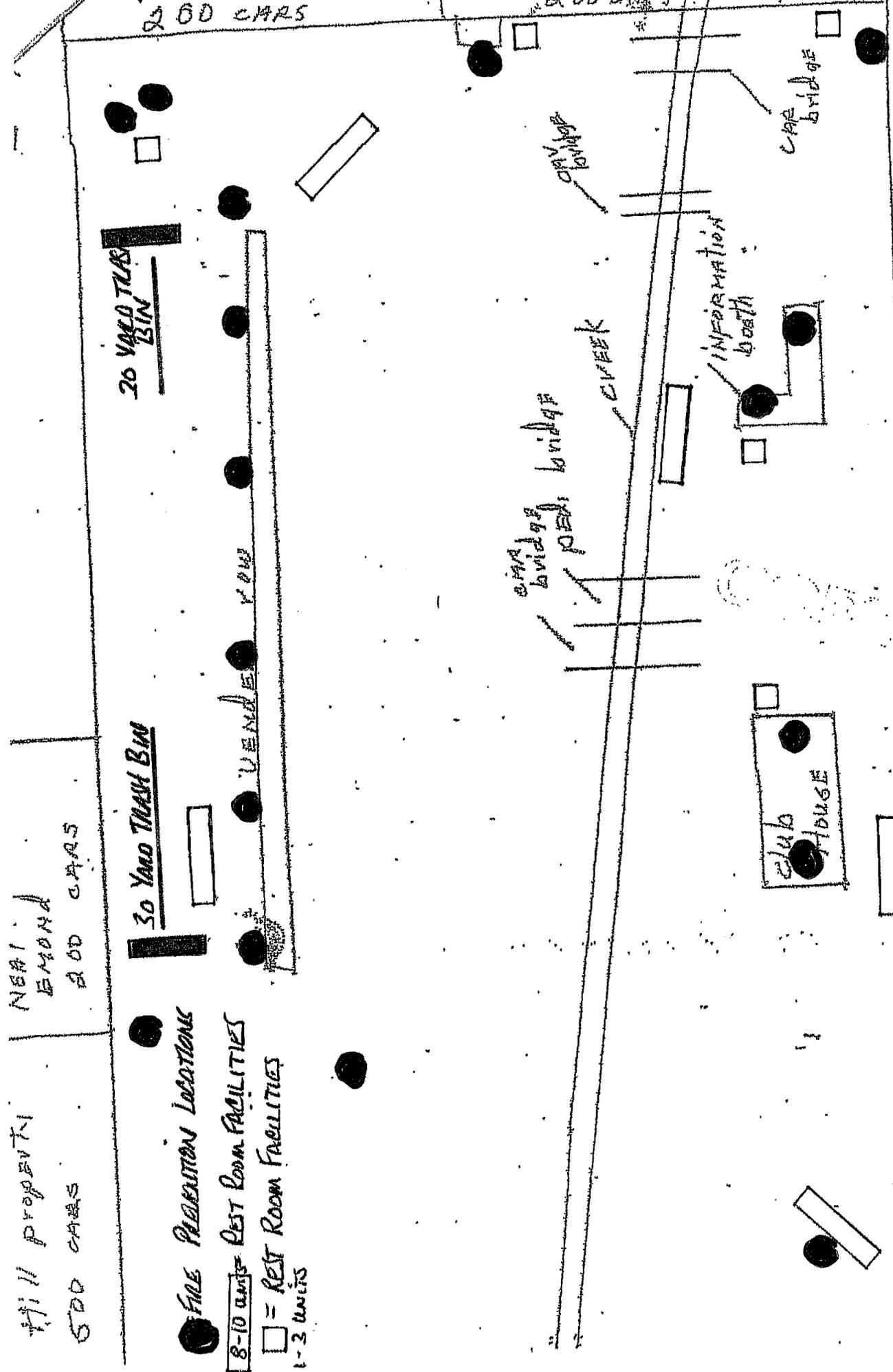
● CAMP bridge
● PEN
● bridge
● CREEK

● INFORMATION booth

● CLUB HOUSE

● CAMP bridge

SANDRIDGE ROAD





Pacific County
 Board of Commissioners/Local Board of Health
 P O Box 187 * 1216 W Robert Bush Drive
 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:
3/24/2020

AGENDA REQUEST FORM

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

ACTION: Approved/Confirmed Denied

Agenda Item # 20

Subject to adequate budget appropriations

Initial _____ Date _____

No action taken/withdrawn

Tracking

Deferred/Continued to meeting of _____ time _____

DISTRIBUTION LIST: RF CF SEA OTHER _____

- | | | | | | | |
|-------------------------------|-------------------------------|----------------------------------|--------------------------------|------------------------------|---------------------------------|-------------------------------|
| <input type="checkbox"/> ASSR | <input type="checkbox"/> AUD | <input type="checkbox"/> CS | <input type="checkbox"/> CLERK | <input type="checkbox"/> DCD | <input type="checkbox"/> DPW | <input type="checkbox"/> EMA |
| <input type="checkbox"/> FAIR | <input type="checkbox"/> HLTH | <input type="checkbox"/> IT | <input type="checkbox"/> JUV | <input type="checkbox"/> NDC | <input type="checkbox"/> PACCOM | <input type="checkbox"/> PROS |
| <input type="checkbox"/> SDC | <input type="checkbox"/> PCSO | <input type="checkbox"/> SUPR CT | <input type="checkbox"/> TRSR | <input type="checkbox"/> VEG | <input type="checkbox"/> WSU | <input type="checkbox"/> 367C |

AGENDA ITEM REQUEST

Attach all required documentation

Department/Office Board of County Commissioners Date 3/19/2020

Name & Title Amanda Bennett, Deputy Clerk of the Board Signature *Amanda Bennett*

NARRATIVE OF REQUEST:

Open Public Hearing
 Swear in those wishing to testify/provide comment
 Close public input portion/provide comment
 BOCC discussion

RECOMMENDED MOTION [To be completed by Clerk of the Board/Deputy Clerk of the Board]

I move to adopt Resolution 2020-_____ granting non-exclusive Franchise No. 2020-_____ to construct, maintain and operate approximately 1,200 linear feet of 36" diameter (or less) water transmission pipeline on or along county roads, right of ways, and other County property located within Pacific County for a period of ten (10) years to the WA State Department of Fish and Wildlife

NON-EXCLUSIVE FRANCHISE
APPLICATION

Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586

RE: NON-EXCLUSIVE FRANCHISE

Honorable Commissioners:

The undersigned, hereby make application with the enclosed application fee of \$520 for a non-exclusive franchise to construct, maintain and operate the following:

Approximately 1200 linear feet of 36" diameter (or less) water transmission pipeline within the right-of-way of North Valley Road near Naselle, Pacific County, WA. This pipeline replaces an existing pipeline that was permitted and installed in 1979. The purpose of this pipeline is to transport WDFW's water supply at Crusher Cr. to WDFW's Naselle Hatchery site. The water supply is for fish rearing.

on or along the county roads, right of ways, and other County property located in the hereinafter enumerated sections. Maps showing the area are attached for your reference.

SECTION:	PORTIONS THEREOF:	TOWNSHIP:	RANGE
Section 2	Hatchery Grounds	T10N	R09W
Section 1	Crusher Creek Intake	T10N	R09W
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned respectfully requests the Board to have posted and published, the necessary notices and schedule of public hearing on this application.

I hereby certify that I have prepared this application and that, to the best of my knowledge, the information provided is a complete, accurate and true representation. I further attest that I have the authority to submit this application and agree to comply with any and all conditions of franchise application approval and applicable ordinances or resolutions.

I agree to provide any and all additional information required and understand that if the scope of the proposed application changes significantly during the review process, that a new application may be required.

DATED this 2nd day of April, 2019.

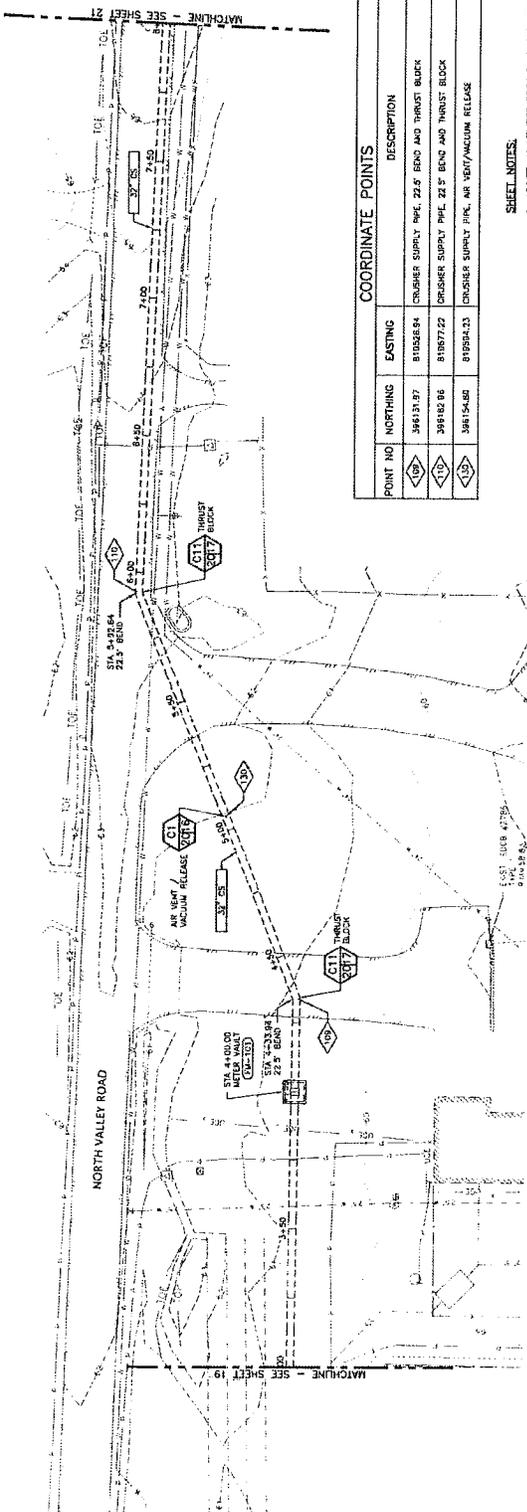
Kelly J. Cunningham Deputy AD - Fish Program
Name Title

[Signature]
Signature

RECEIVED
PACIFIC COUNTY

JAN 27 2020

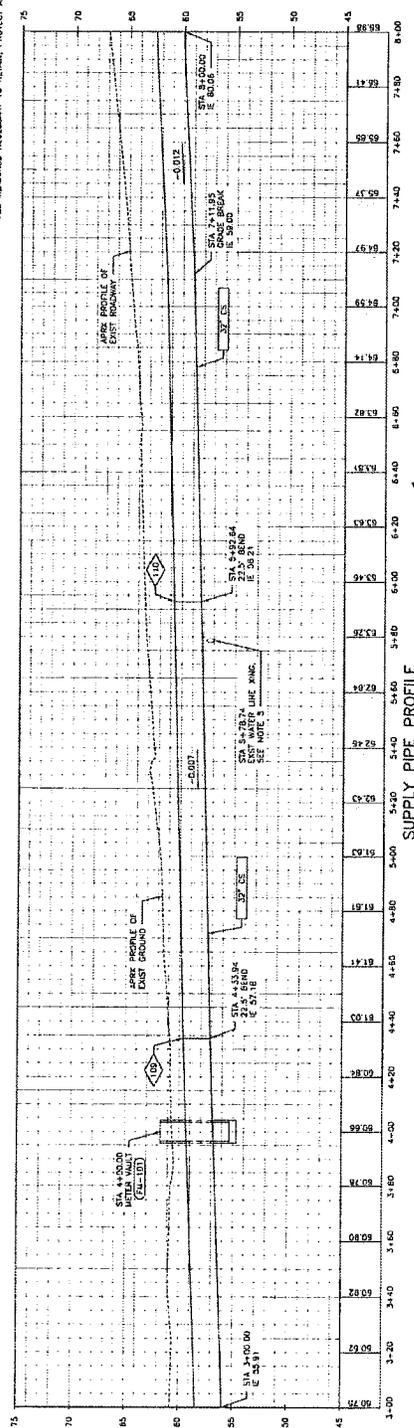
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS



COORDINATE POINTS	
POINT NO	DESCRIPTION
37	CRUSHER SUPPLY PIPE 22.5' BEND AND THRUST BLOCK
38	CRUSHER SUPPLY PIPE 22.5' BEND AND THRUST BLOCK
39	CRUSHER SUPPLY PIPE AIR VENT/VACUUM RELEASE

- SHEET NOTES:**
1. LOCATE ALL WORK FROM TO CONSTRUCTION.
 2. PROTECT ALL EXIST WELLS, PIPES AND MANHOLES DURING CONSTRUCTION.
 3. PROTECT ALL EXIST UTILITIES AND MANHOLES DURING CONSTRUCTION.
 4. PROTECT EXISTING STRUCTURES AND UTILITIES FROM DAMAGE DURING CONSTRUCTION.
 5. TELEPHONE, FIRE ALARM AND OTHER EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED.
 6. PIPE CROSSINGS SHALL BE MADE BY THE ABOVE ENGINEER'S DESIGN.
 7. ALL COORDINATE POINTS ALONG PIPELINE REFER TO THE CENTERLINE OF THE PIPE.
 8. WHERE PROPOSED NEW CRUSHER CREEK PIPELINE PARALLEL OR COMPLETELY ADJACENT TO EXISTING CRUSHER CREEK SUPPLY PIPE, CONTRACTORS SHALL TAKE ALL NECESSARY MEASURES TO PROTECT, MAINTAIN, AND SUPPORT THE EXISTING PIPE.

SUPPLY PIPE PLAN
SCALE: HORIZ. 1" = 50'



SUPPLY PIPE PROFILE
SCALE: VERT. 1" = 5'

DISCIPLINE SHEET #
C1.3
PROJECT NO.
PCH4378-1
SHEET OF
20 89

NASELLE HATCHERY
RENOVATION PHASE 1
CRUSHER CREEK SUPPLY PIPE
PLAN AND PROFILE 2

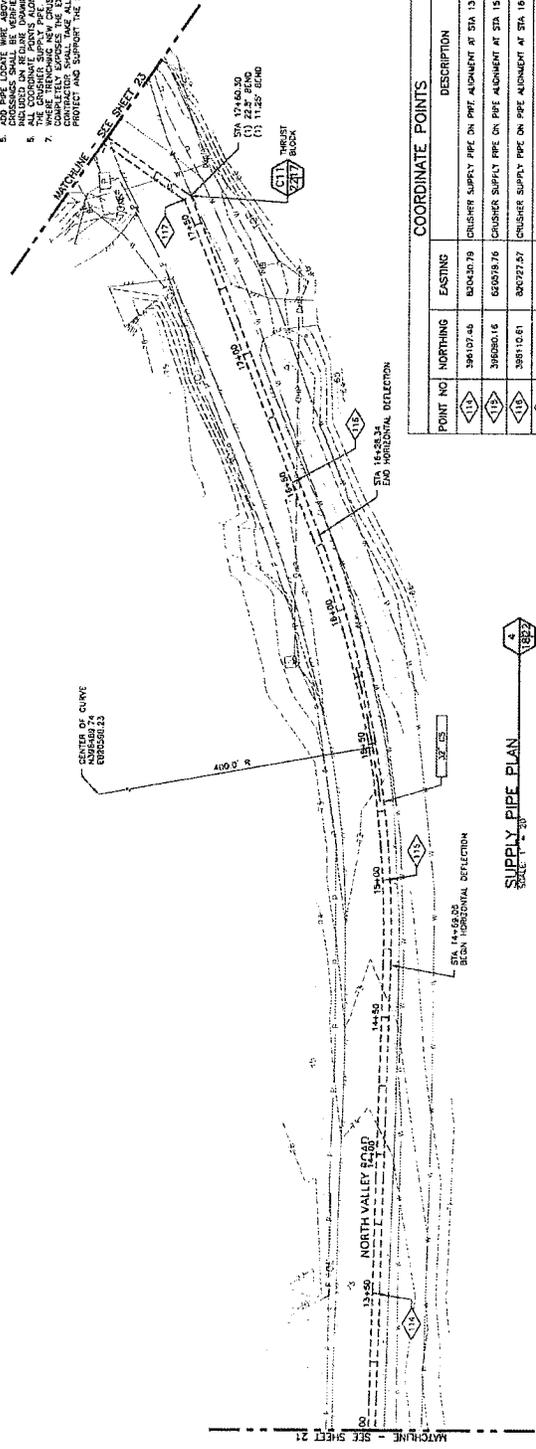
BAR MEASURES
ONE INCH ON
ORIGINAL DRAWINGS
DESIGNED BY: N. HORSBURY
CHECKED BY: D. HELSH
DATE: 8/12/10

APPROVED FOR CONSTRUCTION
DATE: 8/12/10

DATE: 8/12/10

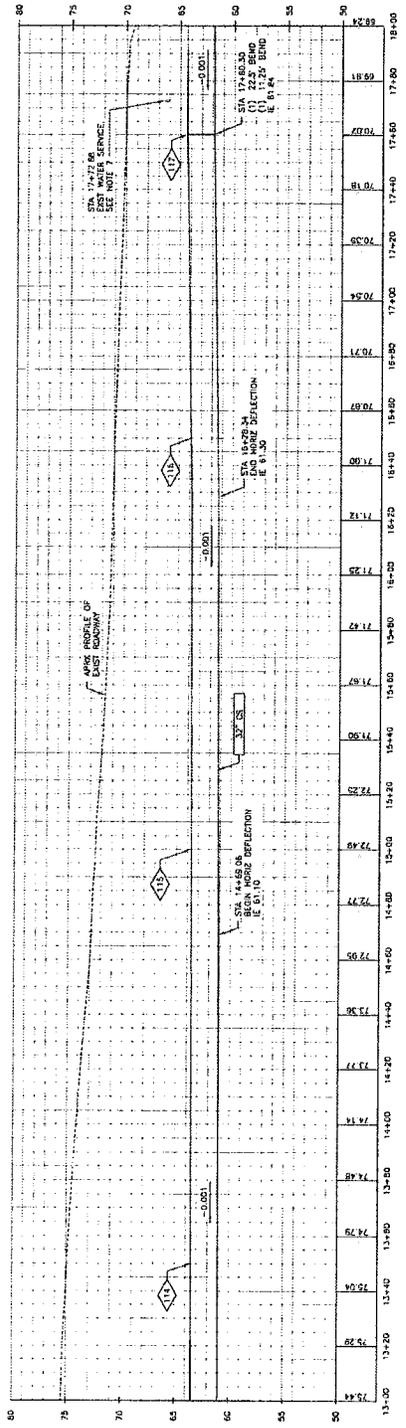
WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE

- SHEET NOTES:**
1. CHECK ALL SQUARE CORNERS TO CONSTRUCTION.
 2. PROTECT ALL BEST WELL HEADS AND MANHOLES DURING CONSTRUCTION.
 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE PERMITS AND CONDITIONS.
 4. UNDERGROUND CABLE TELEPHONE, FIBER OPTIC AND OTHERS.
 5. ALL CONDUIT SHALL BE VERIFIED BY CONTRACTOR AND UTILITIES.
 6. ALL CONDUIT SHALL BE PROTECTED BY CONSTRUCTION AND UTILITIES.
 7. THE CRUSHER SUPPLY PIPE SHALL BE PROTECTED BY CONSTRUCTION AND UTILITIES.
 8. THE CRUSHER SUPPLY PIPE SHALL BE PROTECTED BY CONSTRUCTION AND UTILITIES.
 9. COMPLETELY EXPOSED THE CRUSHER SUPPLY PIPE.
 10. PROTECT AND SUPPORT THE EXIST PIPE.



POINT NO	NORTHING	EASTING	DESCRIPTION
14	396107.45	800450.79	CRUSHER SUPPLY PIPE ON PRT. ALIGNMENT AT STA 13+40.00
15	396080.16	800578.76	CRUSHER SUPPLY PIPE ON PRT. ALIGNMENT AT STA 15+40.00
16	396110.61	800727.27	CRUSHER SUPPLY PIPE ON PRT. ALIGNMENT AT STA 16+40.00
17	396140.52	800833.74	CRUSHER SUPPLY PIPE, 24.5 AND 17.25 8000 AND THURST BLOCK

SUPPLY PIPE PLAN
SCALE: 1" = 20'



SUPPLY PIPE PROFILE
SCALE: HORIZ 1" = 20'
VERT 1" = 5'

DISCIPLINE SHEET # **C1.5**
PROJECT NO. **PCH43:18-1**
SHEET OF **22**
89

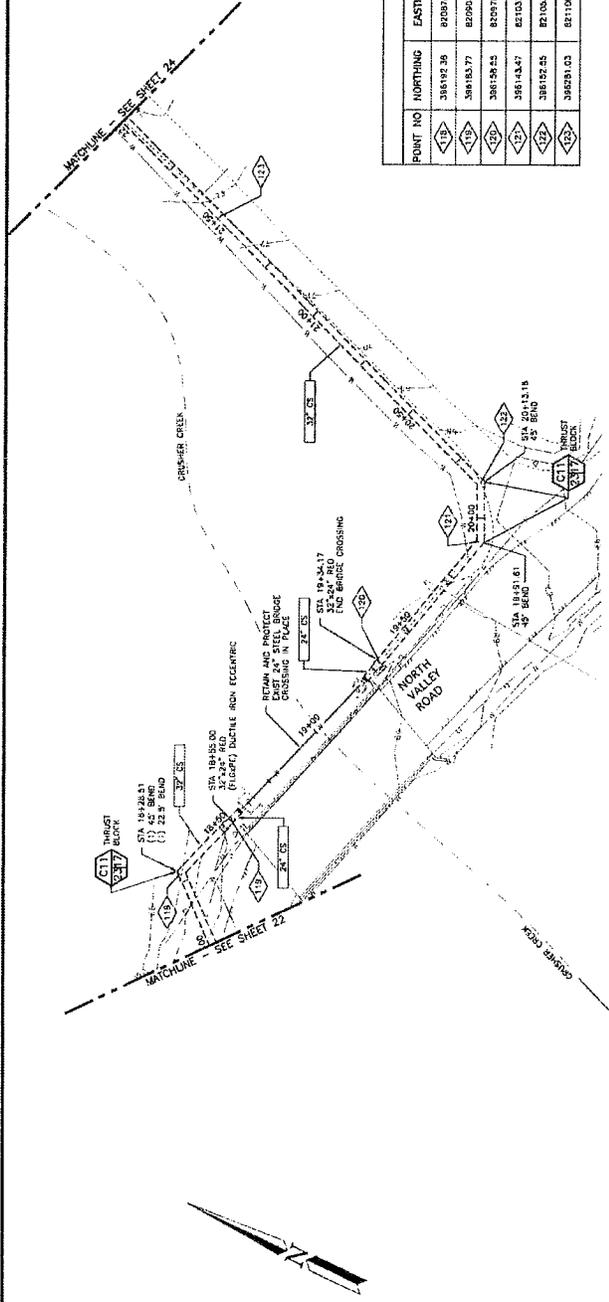
MASELLE HATCHERY
RENOVATION PHASE 1
CRUSHER CREEK SUPPLY PIPE
PLAN AND PROFILE 4

BAR MEASURES ONE INCH ON ORIGINAL DRAWINGS
BY: **J. J. JENSEN**
CHECKED BY: **J. JENSEN**
DATE: **08/23/18**

APPROVED FOR CONSTRUCTION
DATE: **08/23/18**

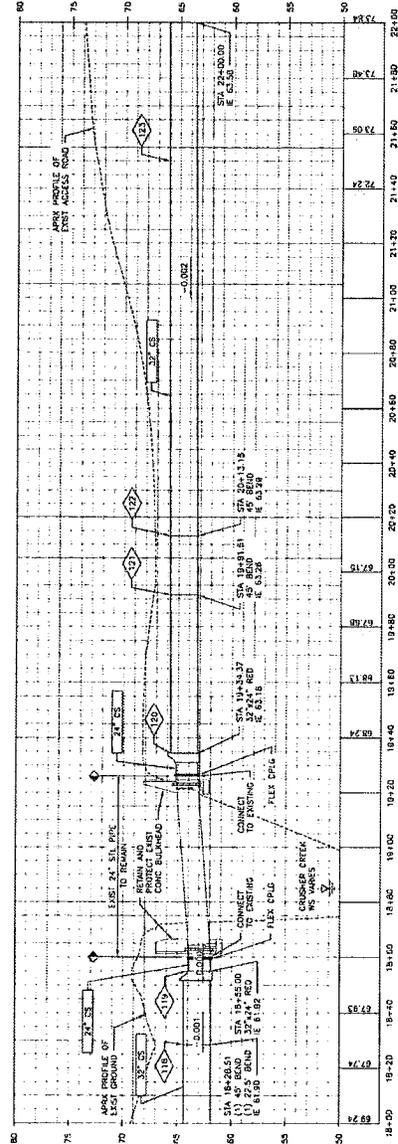
WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE

- SHEET NOTES:**
1. VERIFY ALL LOCATIONS PRIOR TO CONSTRUCTION.
 2. PROTECT ALL EXISTING UTILITIES AND MANHOLES DURING CONSTRUCTION.
 3. PROTECT ALL EXISTING TREES AND VEGETATION DURING CONSTRUCTION.
 4. UNDERGROUND UTILITIES SHALL BE PROTECTED BY INSTALLING PROTECTIVE CASING.
 5. ALL CONSTRUCTION SHALL BE VERIFIED BY SURVEYING AND ELEVATIONS.
 6. ALL COORDINATE POINTS ALONG PIPELINE REFER TO THE CENTERLINE OF CRUSHER CREEK.
 7. WHEN CONSTRUCTION OF CRUSHER CREEK PIPELINE REACHES THE CENTERLINE OF CRUSHER CREEK, THE EXISTING CRUSHER CREEK SUPPLY LINE SHALL BE PROTECTED AND SUPPORTED BY THE EXISTING PIPE.



COORDINATE POINTS	
POINT NO.	DESCRIPTION
38192.38	CRUSHER SUPPLY PIPE, 32.5" MC 45° BEND AND THURST BLOCK
38193.77	CRUSHER SUPPLY PIPE, UPSTREAM END OF 30°/24" ECCENTRIC REDUCER
38194.25	CRUSHER SUPPLY PIPE, UPSTREAM END OF 30°/24" ECCENTRIC REDUCER
38194.47	CRUSHER SUPPLY PIPE, 45° BEND AND THURST BLOCK
38192.25	CRUSHER SUPPLY PIPE, 45° BEND AND THURST BLOCK
38229.03	CRUSHER SUPPLY PIPE ON PIPE ALIGNMENT AT STA 21+50

SUPPLY PIPE PLAN
SCALE: HORIZONTAL 1" = 20'



SUPPLY PIPE PROFILE
SCALE: VERTICAL 1" = 5'

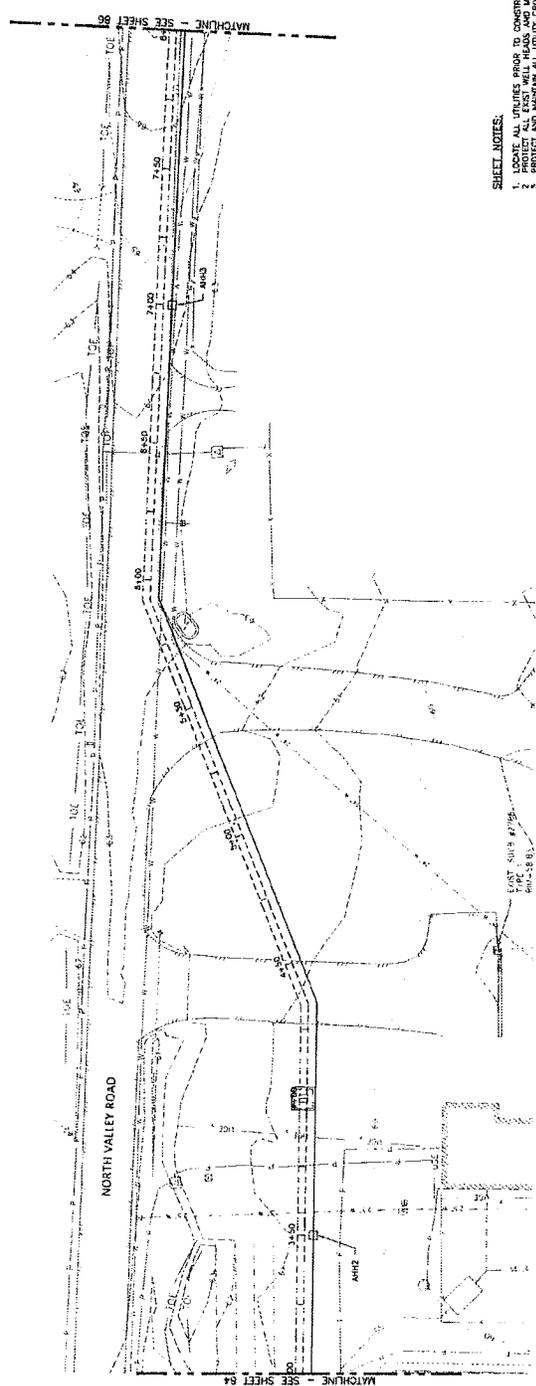
REVIEW SET

DISCIPLINE SHEET # **C1.6**
PROJECT NO. **PC:H43:1B-1**
SHEET OF **23**
OF **89**

NASELLE HATCHERY
RENOVATION PHASE 1
CRUSHER CREEK SUPPLY PIPE
PLAN AND PROFILE 5

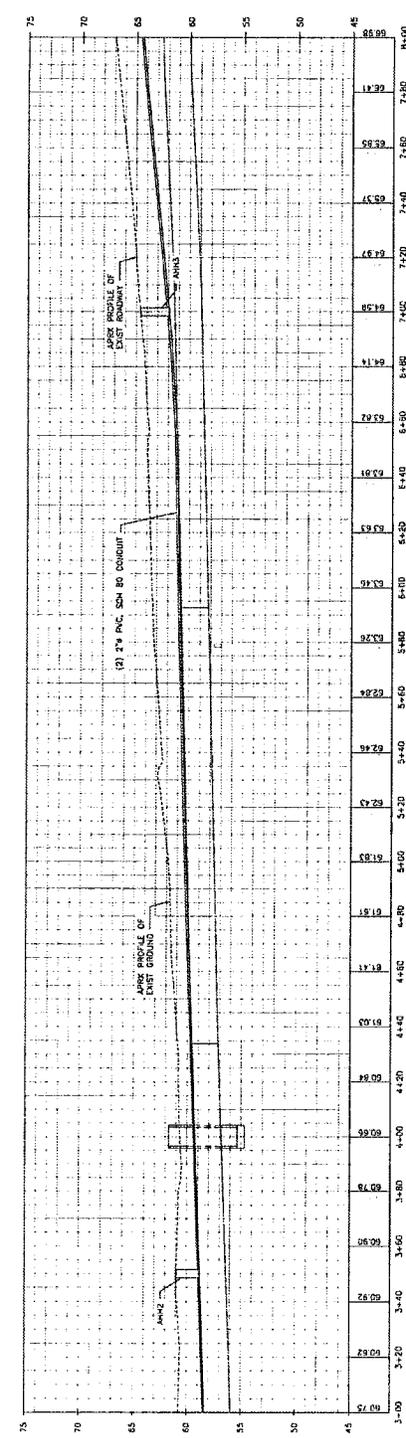
BAR MEASURES ONE INCH ON ORIGINAL DIMENSIONS
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
DATE: 05/13/18

WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE



CRUSHER CREEK CONDUIT PLAN
SCALE 1" = 30'

- SHEET NOTES:**
1. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
 2. PROVIDE ALL NECESSARY MANHOLES, DEBRIS CONSTRUCTION, UNDERGROUND POWER, SANITARY SEWER LINES, POTABLE WATER LINES.
 3. PROVIDE ALL NECESSARY EROSION CONTROL MEASURES.
 4. SEE SHEET 65 FOR HAND NOTE SCHEDULE AND DETAILS.



CRUSHER CREEK CONDUIT PROFILE
SCALE 1" = 30' VERT. 1" = 5'

DISCIPLINE SHEET #
E2.3

PROJECT NO.
PCH4318-1

SHEET OF
85 89

NASELLE HATCHERY
RENOVATION PHASE 1
CRUSHER CREEK CONDUIT
PLAN AND PROFILE 2

BAR MEASURES
ONE INCH ON
DRAWING EQUALS
FOOT IN FIELD

DESIGNED BY: J. J. CLARK
CHECKED BY: J. J. CLARK
DATE: 09/13/19

APPROVED FOR RELEASE FOR CONSTRUCTION
DATE: 09/13/19

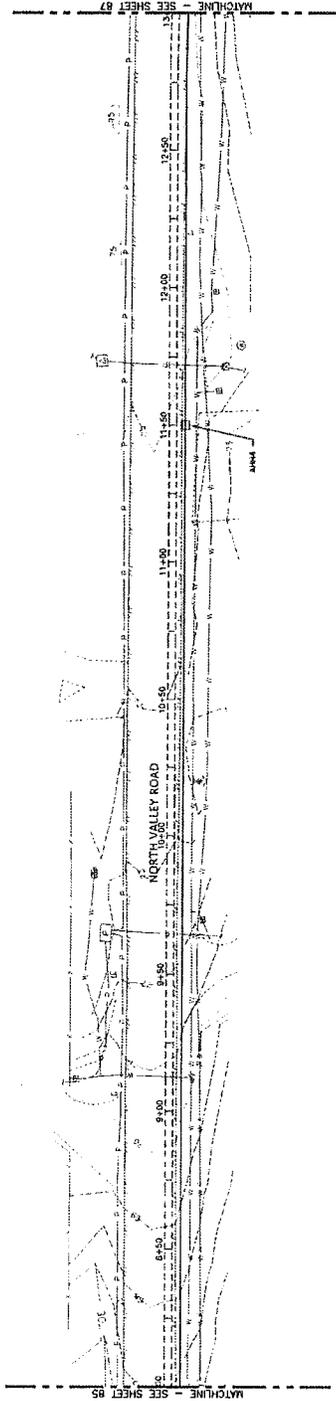
DATE: 09/13/19

REVIEW SET

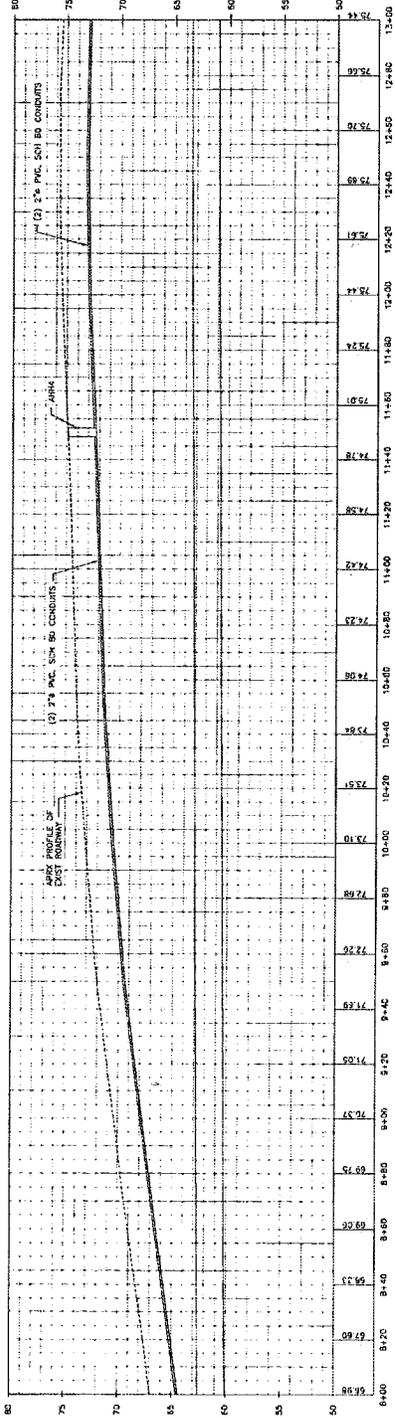
WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE

SHEET NOTES:

1. PROTECT ALL EXISTING UTILITIES FROM CONSTRUCTION.
2. PROTECT AND MAINTAIN ALL UTILITIES EXISTING, INCLUDING UNDERGROUND GAS, TELEPHONE, FIBER OPTIC AND OTHERS.
3. SEE SHEET E3 FOR HANG HOLE SCHEDULE AND DETAILS.



CRUSHER CREEK CONDUIT PLAN
SCALE 1" = 30'

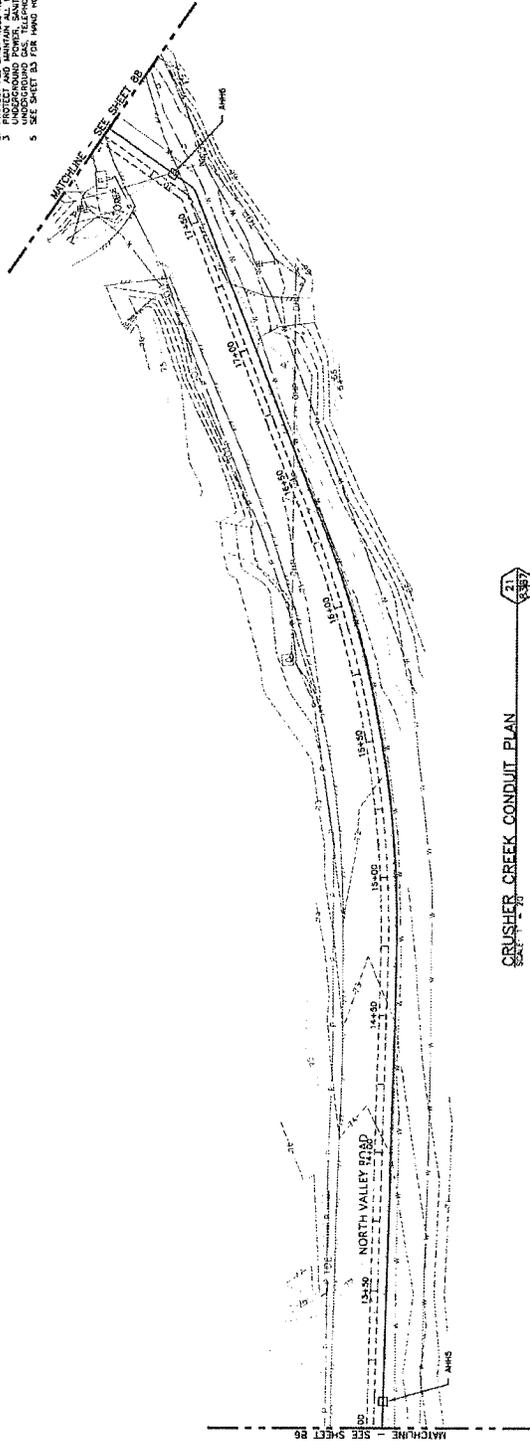


CRUSHER CREEK CONDUIT PROFILE
SCALE 1" = 30'

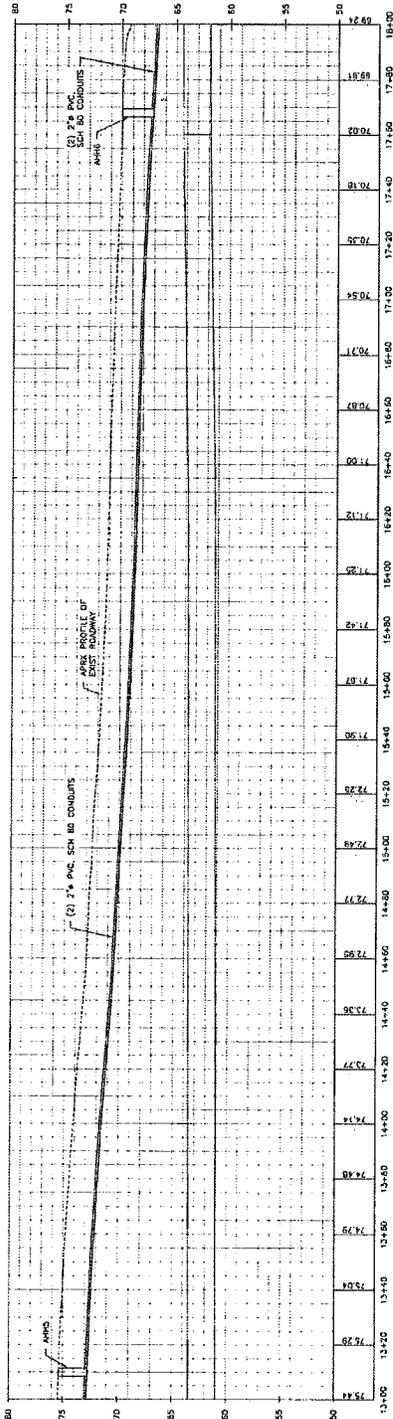
DISCIPLINE SHEET # E2.4	PROJECT NO. PC:443:18-1	PROJECT NO. PC:443:18-1	SHEET # 86	SHEET # 88
<p>WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE</p>				
<p>CRUSHER CREEK CONDUIT RENEWAL PHASE 1 PLAN AND PROFILE 3</p>				
<p>NASALLE HATCHERY</p>				
<p>CRUSHER CREEK CONDUIT RENEWAL PHASE 1</p>				
<p>PLAN AND PROFILE 3</p>				
<p>BAR MEASURES ONE INCH ON ORIGINAL DRAWINGS</p>				
<p>DESIGNED BY: M. J. JONES</p>				
<p>CHECKED BY: C. J. JONES</p>				
<p>DATE: 06/13/18</p>				

SHEET NOTES:

1. VERIFY ALL DEPTH READINGS TO CORRECT FOR TIDE.
2. PROTECT ALL EXISTING WELLS, PIPES AND MANHOLES DURING CONSTRUCTION.
3. PROTECT AND MAINTAIN ALL UTILITIES (ELECTRICITY, GAS, WATER, SEWER, TELEPHONE, FIBER OPTIC, AND OTHERS).
4. UNDERSTANDING OF TELEPHONE, FIBER OPTIC, AND OTHERS.
5. SEE SHEET 87 FOR HOLE SCHEDULE AND DETAILS.



CRUSHER CREEK CONDUIT PLAN



CRUSHER CREEK CONDUIT PROFILE

DISCIPLINE SHEET #
E2.5

PROJECT NO.
PC:H43:18-1

SHEET #
87

OF
89

NASALLE HATCHERY
RENOVATION PHASE 1
CRUSHER CREEK CONDUIT
PLAN AND PROFILE 4

BAR MEASURES
ONE INCH ON
ORIGINAL DRAWINGS
BY
CHECKED BY
DATE

DESIGNED BY
DATE

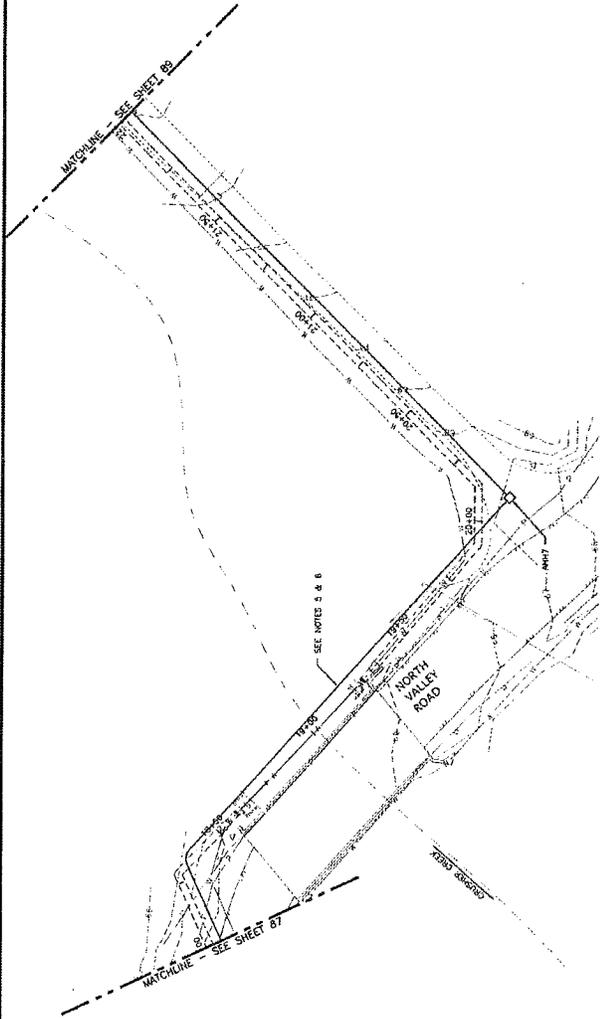
APPROVED FOR CONSTRUCTION
DATE

WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE

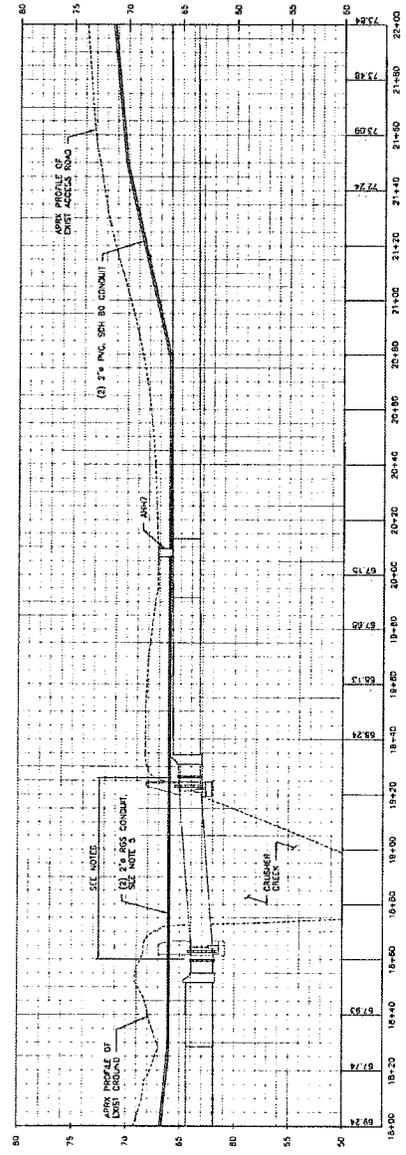
LETTERS REVIEW SET

SHEET NOTES:

1. ALL UTILITIES ARE TO BE MAINTAINED AND PROTECTED DURING CONSTRUCTION.
2. PROTECT ALL EXISTING UTILITIES AND MANHOLES.
3. PROTECT ALL EXISTING MANHOLES AND MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
4. UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT CONSTRUCTION.
5. UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT CONSTRUCTION.
6. PROVIDE CONDUIT EXPANSION COUPLINGS AS REQUIRED BY CODE.



CRUSHER CREEK CONDUIT PLAN
SCALE 1/4" = 10'-0"



CRUSHER CREEK CONDUIT PROFILE
SCALE 1/4" = 20'-0"

DISCIPLINE SHEET #
E2.6

PROJECT NO.
PC:H43:1B-1

SHEET
88

OF
89

NASELLE HATCHERY
RENOVATION PHASE 1
CRUSHER CREEK CONDUIT
PLAN AND PROFILE 5

BAR MEASURES
ONE INCH ON
ORIGINAL DRAWINGS

DESIGNED BY: M. LARSEN
CHECKED BY: C. GORTIS
DATE: 08/13/19

WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO. 2020-_____

FRANCHISE NO. 2020-_____

A RESOLUTION GRANTING A NON-EXCLUSIVE FRANCHISE TO THE WA STATE DEPARTMENT OF FISH AND WILDLIFE TO USE COUNTY ROADS, RIGHTS-OF-WAY AND OTHER COUNTY PROPERTIES WITHIN PACIFIC COUNTY, WASHINGTON

In the granting of a non-exclusive franchise to use County roads, rights-of-way and other County properties within Pacific County, the Board of Pacific County Commissioners has reviewed State statute and County policy and procedure and finds the following facts:

1. A complete application was received by the Commissioners' Office on January 27, 2020, from WA State Department of Fish and Wildlife (GRANTEE) requesting a non-exclusive franchise to construct, maintain and operate approximately 1200 linear feet of 36" diameter (or less) water transmission pipeline on or along the county roads, right of ways, and other County property located within Pacific County.
2. RCW Chapter 36.55 provides that Pacific County has authority to grant a non-exclusive franchise on County roads, rights-of-way and other County property and stipulates requirements that must be met prior to granting a non-exclusive franchise.
4. Pacific County Ordinance No. 30A provides necessary rules for protecting the public interest and investment in facilities.
5. The Board of Pacific County Commissioners has conducted a public hearing to consider the merits of this application and to receive public comments regarding the advisability of granting a non-exclusive franchise to the applicant. The Board finds that granting the franchise is in the public interest.
6. The Board of Pacific County Commissioners has provided public notice and posting in accordance with State law.

IT IS HEREBY RESOLVED that a non-exclusive franchise is granted to WA State Department of Fish and Wildlife for a period of ten (10) years from the date of this Resolution, to construct, maintain and operate approximately 1200 linear feet of 36" diameter (or less) water transmission pipeline on or along the county roads, right of ways, and other County property located within Pacific County, further described in Attachment A.

This non-exclusive franchise is granted upon the following expressed Terms and Conditions:

- A. The GRANTEE, its successors and assigns, shall have the right to enter only upon the above described county rights of way for the purpose of constructing its facilities and for operating, maintaining, repairing and using those facilities.

- B. The terms and conditions of Pacific County Ordinance No. 30A, an ordinance prescribing terms and conditions for franchise agreements granted by Pacific County, are incorporated herein by reference and made a part of this Resolution. The GRANTEE, for itself, its successors and/or assigns, expressly agrees that it will strictly comply with the requirements of this ordinance and any amendments thereto. The GRANTEE understands and acknowledges that the ordinance requires it to obtain a permit from the County Engineer before doing work under this non-exclusive franchise.
- C. The GRANTEE shall submit a facility plan to the Pacific County Department of Public Works prior to beginning any work for review of all new proposed facilities exclusive of all service connections and appurtenances. Construction permits will be granted upon the determination that the facility plan complies with relevant land use requirements.
- D. The GRANTEE shall commence construction work under this non-exclusive franchise only after the effective date hereof, and after first securing necessary approvals and permits from the Pacific County Department of Community Development, the Department of Public Works and any other environmental permits needed and securing a locate from other utilities in the area.
- E. The GRANTEE shall respond to requests to locate that Pacific County Department of Public Works makes pursuant to Chapter 19.122 RCW even though the request is outside the 10-day period before digging of RCW 19.122.030(2). This allows the Pacific County Department of Public Works to locate adjacent underground utilities during the planning phase, when such location is most efficient.
- F. GRANTEE shall obtain, provide and maintain during the term of this Franchise Agreement policies or insurance of the type and amounts described below and in a form satisfactory to the County.
- 1) **General Liability Insurance.** GRANTEE 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 \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
 - 2) **Professional Liability (Errors & Omissions) Insurance.** GRANTEE 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 GRANTEE agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- 3) **Workers' Compensation Insurance.** GRANTEE shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- 4) **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 GRANTEE or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. GRANTEE hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

- F. The full acceptance of this non-exclusive franchise and all its terms and conditions is a condition precedent to its taking effect, and unless the non-exclusive franchise is fully accepted by the GRANTEE in writing and filed with the Clerk of the Board of County Commissioners of Pacific County within thirty (30) days of today's date, this grant shall be null and void.

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage this _____ day of _____, 2020.

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Frank Wolfe, Chair

ATTEST:

Lisa Olsen, Commissioner

Marie Guernsey, Clerk of the Board

Mike Runyon, Commissioner

ACCEPTANCE OF FRANCHISE

The WA State Department of Fish and Wildlife hereby accepts the terms and conditions imposed by the adoption of Resolution No. 2020-_____ and Franchise No. 2020-_____ in accordance with Pacific County Franchise Ordinance No. 30A.

DATED this _____ day of _____, 2020.

Craig Matson, P.E.
WA State Department of Fish & Wildlife
[need address]
Craig.Matson@dfw.wa.gov
360/902-2655

Signature

Date

Date Acceptance received by Board of Pacific County Commissioners: _____

Marie Guernsey, Clerk of the Board