

**Commissioners' Meeting  
January 15, 2019 - 1:00 PM  
Large Meeting Room**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**BIDS:** None

**HEARINGS:** None

**PUBLIC COMMENT:** on Agenda Items being considered this meeting, limited to three minutes. At the lectern please state your name and address.

**CONSENT AGENDA: Request Approval**

1. Public Health: Presenter Agreement - J. Chad Professional Training for Harbor Strong Coalition, \$500 maximum
2. Public Health: Facility Use Agreement for YMCA for Guiding Good Choices trainings
3. Public Health: Guiding Good Choices Training Agreements with Andrea Mirante and Chris Hawkins for a Maximum of \$500 each
4. ER&R: Surplus Items for sale at Auction –Dodge Magnum and 8kW Generator
5. Correspondence: Special Occasion Liquor Licenses: GH Mounted Posse and Saint Bridget's Guild; Claims: C-758-18 Yana Vera and C-759-19 Timothy Triesch

**COMMISSIONERS:**

1. Resolution - Policy Update for Veteran Advisory Board Bylaws

**DEPARTMENTS:**

**Central Services**

1. Temporary Help Employment Agreement with Jed West, \$25 per hour

**Management Services:**

1. Budget Transfer Resolution – Reserve for Courtroom Construction, \$25,000
2. Budget Transfer Resolution – Distressed Area Capital, \$50,000
3. MOU with AFSCME Union for appointing a temporary Interim Detention Director at the Juvenile Department

**Public Health and Social Services:**

1. Coastal Community Action Program (CCAP) Homeless Housing Contract, Amendment 2, adding \$140,000

**Public Services:**

1. Authorization to purchase replacement vehicles through the State Contract – 2 F-550 Dump Trucks and 2 F-350 Crew Cab Trucks in the amount of \$250,000
2. Interagency Agreement with the Port of Grays Harbor - .09 funding Agreement for Satsop Business Park, \$50,000
3. Interagency Agreement with City of Aberdeen - .09 Funding Agreement for the North Shore Levee, \$500,000

**Sheriff:**

1. Authorization for Vehicle Purchases through lease agreement with Enterprise - \$187,780
2. Authorization for the Sheriff to sign an agreement with OffenderWatch Mobile Application for \$525 annually
3. Courthouse Security Contract with Pierce County Security – January 1, 2019 through December 31, 2019

**ANNOUNCEMENTS: The County will be closed January 21, 2019 in honor of Martin Luther King Day**

**PUBLIC COMMENT:** on County Items, limited to three minutes. At the podium please state your name and address.

**Recess to Media Q & A**

**ADJOURN:**



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Public Health and Social Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Julie Myers
<b>AGENDA ITEM TITLE:</b> Presenter Agreement - J. Chad Professional Training for Harbor Strong Coalition
<p><b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i></p> <p>For your approval is a presenter agreement with J. Chad Professional Training, LLC. The trainer, Officer Galloway, will provide 'High In Plain Sight' training, which provide law enforcement, school, other community partners, and community members with information about how to identify and prevent drug abuse among youth.</p> <p>This training is scheduled to occur on 4/25/2019</p>
<p><b>FISCAL IMPACT/FUNDING SOURCE:</b></p> <p>\$3,200/Community Prevention and Wellness Initiative (CPWI) Grant</p>
<p><b>RECOMMENDED ACTION:</b></p> <p>Please approve</p>

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



**J. Chad Professional Training, LLC.**  
Presenter Agreement #19-122

This agreement is entered into by and between the **Grays Harbor County Public Health and Social Services (Aberdeen, Washington)** & **J. Chad Professional Training, LLC (Boise, Idaho)**.

The parties agree as follows:

1. GENERAL PURPOSE OF AGREEMENT: Jermaine Galloway (J. Chad Professional Training) agrees to provide training for the **Grays Harbor County Public Health and Social Services (Aberdeen, Washington)**. Presenter agrees to provide requested information in the time frame requested.
2. TOPIC OF PRESENTATION, DATES & TIMES:
  - a. **High in Plain Sight: Professional Training**
    - i. Date: April 25, 2019, Times: 8:30 AM – 1:00 PM
3. ALLOCATION OF FUNDS: A \$3,200.00 all-inclusive fee, including all travel expenses, will be paid to J. Chad Professional Training.
  - a. **A deposit of \$640.00 is requested prior to Friday, January 18, 2019.** Invoice upon request.

CANCELLATION POLICY: Unless otherwise specified, if the **Grays Harbor County Public Health and Social Services (Aberdeen, Washington)** cancels prior to Friday, January 18, 2019, a \$400.00 cancellation fee will be due to J. Chad Professional Training, and any deposit already paid will be forfeited. If the **Grays Harbor County Public Health and Social Services (Aberdeen, Washington)** cancels on or after Friday, January 18, 2019, a \$500.00 cancellation fee will be due, and any deposit already paid will be forfeited.

4. TRAVEL ARRANGEMENTS: All travel will be made and purchased by J. Chad Professional Training.
5. LOGISTICS, MEDIA & COMMUNITY SCAN POLICY: **Grays Harbor County Public Health and Social Services (Aberdeen, Washington)** agrees to all policies in Appendix A, incorporated herein and made a part hereof.

Please sign and scan/email (preferred) to: [Jessica@tallcopsaysstop.com](mailto:Jessica@tallcopsaysstop.com)

**Grays Harbor Co Public Health & Social Svcs (Aberdeen, WA)**

**J. Chad Professional Training, LLC**

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Randy Ross, Grays Harbor County Commissioner

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Jermaine Galloway, Owner/Director

## APPENDIX A

### LOGISTICAL REQUIREMENTS POLICY:

- Access to the venue at least 45 minutes prior to presentation start time.
- Four six-foot long banquet tables for the visual aids
- Power point projector and large screen
- Good audio system---Not speakers like those of a desk top computer
- Wireless lavalier microphone (preferred)

### MEDIA POLICY:

Galloway prefers that the media not be allowed to attend his professional presentations. If you do invite the media **you must advise** Officer Galloway. Please ask them to arrive 25 minutes **prior to the start time** or at the scheduled conclusion of the training. If the training has a scheduled lunch, Officer Galloway is happy to conduct the interview at that time. Note: if the media is present, he will not present certain material and the attendees will be denied the benefit of knowing that information

### COMMUNITY SCAN POLICY:

Officer Galloway will OCCASIONALLY conduct a quick scan in an area if he arrives into town early and time permits. His schedule is very tight and in some communities there is no time for any type of scan. If you want a GUARANTEED scan it is STRONGLY encouraged that you CONTRACT a community scan. This specific scan requires Officer Galloway to arrive an extra day early and conduct a half to full day scan of your community/region. There is a fee for the scan and for the additional travel. With the information received, Officer Galloway will then apply this gathered information into his PowerPoint for your training.

### COMMUNITY / PARENT NIGHT POLICY:

RSVPs **must** be taken for these events. We request that a minimum of 50 attendees for community nights. If the minimum of 50 people is not met 72 hours prior to the community night, the fee remains the same, and Officer Galloway will do a 1-hour community scan in lieu of the community night. If 50 register, but far fewer show, the community night will go 50 minutes instead of the 1.5 hours.

## Officer Jermaine Galloway - the "Tall Cop"

### Biography

Officer Jermaine Galloway is a nationally and internationally recognized presenter, a four time national award winner, and an international award winner. **Galloway is a national expert in alcohol and drug trends and is a resource for those involved with prevention, education and enforcement.** Officer Galloway began his Idaho law enforcement career in 1997 and has more than 20 years' experience in alcohol and drug education, enforcement and prevention. Officer Galloway currently dedicates thousands of hours to community scans, research and substance abuse identification in large and rural communities across the country.

Officer Galloway currently provides nationwide training to coalition members, law enforcement, educators, youth, counselors, probation, treatment, health professionals, judges, university officials, and community members. **Over the last three years, Officer Galloway has trained more than 120,000 people nationally and internationally.** Once in a specific community, Officer Galloway frequently conducts a community scan – working his way through several of the local alcohol & drug promotion retail locations. He also interviews hundreds of individuals at various festivals, events and retail locations. Galloway trains on several different alcohol and drug topics, including: drug trends, alcohol and energy drinks, underage drinking, e-cigarettes & vaping, synthetic drugs, marijuana concentrates / dabbing, marijuana extraction labs, EDM events, inhalants, party patrols, fake ID's, party drugs, over-the-counter drugs, cough medicines, herbal drugs, designer drugs, physical signs and symptoms, the influence of drug legalization, marijuana edibles, stash compartments, drug concealment methods, alcohol and drug clothing, logos, and identifiers.

Officer Galloway created his own alcohol and substance abuse prevention and identification program called the "You Can't Stop What You Don't Know" program. Officer Galloway provides (and purchased) over 150 visual aids for attendees to view, hold and become familiar with throughout each presentation.

Along with creating and starting two non-profit organizations, Officer Galloway was a past Vice President of an alcohol and drug free prevention coalition in Idaho and sits on the Idaho statewide impaired driving prevention and enforcement task force. Officer Galloway is a past board member of the National Liquor Law Enforcement Association (NLLEA).

Officer Galloway has had articles published (in-print and online) in American Police Beat Magazine, Campus Safety Magazine and many local newspapers during on-site presentations. In addition to other media stories, webinars and interviews, in 2011, Officer Galloway was highlighted in a national video, produced by Human Relations Media, about the harms of "Spice - the Synthetic Marijuana."

In 2007, Officer Galloway created the Northwest Alcohol & Substance Abuse Conference. This bi-annual, nationally recognized substance abuse prevention conference has quickly grown, drawing attendees from over 35 different states and multiple countries.

#### **National and International Awards & Certifications:**

In 2009, Officer Galloway received the national underage drinking law enforcement officer of the year award from the OJJDP (Officer of Juvenile Justice and Delinquency Prevention) for his efforts and strategies in underage drinking education and enforcement.



In 2010, Officer Galloway received the national "Mickey Sadoff" underage drinking prevention award from MADD (Mothers Against Drunk Driving) for his efforts in education and enforcement.

In 2015, Officer Galloway received the national and international award from AAMVA (American Association of Motor Vehicle Administrators) for his efforts in Fake ID identification, education and enforcement.

In 2015, "The 10-10 Zone" program (and Boise City Ordinance) that Officer Galloway helped to create, won a national award from the National Liquor Law Enforcement Association (NLLEA).

In 2015, Officer Galloway's program, "You Can't Stop What You Don't Know", was highlighted in the recently released book "Clearing the Haze" Helping Families Face Teen Addiction, by Dr. Christian Thurstone and Christine Tatum.

In 2017, Officer Galloway received the Enrique S. Camarena Award from the National Elks Drug Awareness Program. This is a great honor as this award was created in honor of Enrique Camarena - a DEA agent who lost his life while enforcing drug laws. (The national Red Ribbon drug awareness week in October was created in honor of Agent Camarena.)

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Officer Galloway is also an Idaho POST certified instructor and holds a BA from the University of San Francisco.

As an officer at the Boise Police Department, Officer Galloway traveled and worked as a team liaison / security for the Boise State University Football team. This position took him to multiple bowl games, including standing on the sidelines for the historic 2007 Fiesta bowl win against Oklahoma.

As a national figure in alcohol related education and programs, Officer Galloway helped to create Boise city ordinances, including: a fake ID ordinance, an underage drinking social host ordinance, and a fake ID collection program. Officer Galloway coordinated over 250 enforcement patrols and hundreds of local trainings. Officer Galloway's enforcement programs and patrols resulted in several thousand alcohol and drug related citations, including underage drinking and providing alcohol to a minor. Due to the successful coordination and execution of Officer Galloway's education and enforcement patrols, there was a multi-year decrease of underage alcohol related violations throughout the city of Boise.



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Public Health and Social Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Julie Myers
<b>AGENDA ITEM TITLE:</b> Facility Use Agreement – YMCA of Grays Harbor - Guiding Good Choices (parenting program training delivery – My Town)
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i>  <p>My TOWN will be conducting their Guiding Good Choices (GGC) parenting program training January 26, 2019 through February 23, 2019. The purpose of this request is to obtain approval for a facility use agreement which will allow us to use the YMCA of Grays Harbor for that training</p> <p>This is a strategy for our prevention funding.</p>
<b>FISCAL IMPACT/FUNDING SOURCE:</b>  <p>Zero cost to use the facility</p>
<b>RECOMMENDED ACTION:</b>  <p>Please approve.</p>

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____





AGREEMENT FOR USE OF FACILITIES  
AND  
RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION

This Agreement is made and entered into this 20 day of December, 2018, by and between the YMCA of Grays Harbor ("YMCA"), a Washington nonprofit corporation, and Grays Harbor County ("User") for the purpose of permitting User to utilize certain facilities owned and operated by the YMCA in accordance with the terms and conditions herein. The parties agree as follows:

1. Use. User shall be provided admission to the YMCA and use of Goldberg Family Discovery Center and for facilitation of Guiding Good Choices Class as described in the attached schedule.
2. Term. This Agreement will be for a term commencing on 1/26/2019 at 9:00 am and ending on 2/23/2019 at 11:00 am ("Term").
3. Inspection. User, for itself and all its employees, agents, representatives, and assignees, agrees and warrants that it has inspected the premises and all facilities and equipment thereon and that User finds and accepts the same as being safe and reasonably suited for the purposes of this Agreement.
4. Reservations. Facility reservations shall be confirmed when the YMCA has received a completed and signed Agreement and full payment of the fees.
5. Unforeseen Conditions. Due to severe snow, inclement weather, or natural disaster, the parties may mutually agree to cancel the reservation. The reservation will then be rescheduled at a mutually agreeable date for both parties. The Deposit will be retained by the YMCA and applied to the rescheduled reservation. If the reservation cannot be rescheduled after cancellation due to unforeseen conditions then the deposit will be returned to the User.
6. Release. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:
  - (a) THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising from or related to the User's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, unless such harm is caused by the sole or partial fault of the Releasees. The User further agrees to indemnify, defend, save, and hold harmless the Releasees from any liability resulting from any claim action, or cause of action which may be asserted by third parties arising from or related to the User's operations at the YMCA premises

- (b) THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from or related to the User's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, unless such harm is due to the sole or partial fault of the Releasees.
- (c) THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 7. Insurance. The User shall provide certificates of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation. The User shall name the YMCA as a certificate holder on its general liability policy with annual verification and notice of cancellation.
- 8. Termination. The YMCA may terminate this Agreement immediately upon any material breach of this Agreement by the User.
- 9. Survival of Rights. The rights of the YMCA under this Agreement shall survive the termination of this Agreement.
- 10. Controlling Law; Venue; Attorneys' Fees. This Agreement will be construed in accordance with and governed by the laws of the State of Washington without giving effect to provisions relating to choice or conflict of laws. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in Superior Court in Grays Harbor County, Washington. If suit or action is commenced by either party against the other concerning this Agreement, the prevailing party shall be awarded its costs and reasonable attorneys' fees, including any costs or fees incurred on appeal.
- 11. Authority. Each party signing this Agreement warrants and represents to the other that it has full power and authority to enter into and perform this Agreement; that the execution and delivery of this Agreement has been authorized by all necessary actions; and that this Agreement constitutes a legal, valid and binding obligation of the parties.
- 12. No Assignment. Neither party may assign or subcontract its right or obligations under this Agreement without the prior written approval of the other party.
- 13. No Waiver. The YMCA's failure to insist upon strict adherence to any one or more of the terms or conditions of this Agreement, on one or more occasions, will not be construed as a waiver, nor deprive the YMCA of the right to require strict compliance with the same thereafter.
- 14. Force Majeure. If due to acts of God, insurrection, fire, elements, national emergency, or any other similar cause outside of the reasonable control of either party to this Agreement ("Force Majeure") the performance of either party under the terms of this Agreement is

delayed or made impossible, the parties agree that such cancellation, postponement or failure to perform shall not be considered a breach of this Agreement. In such event, however, the parties agree to use reasonable efforts to renegotiate this Agreement under similar terms.

15. Damages. The User shall be responsible for the payment of any and all damages to the building, furnishing, fixtures, artifacts or equipment whether caused by User or his/her/its employees, agents, representatives or guests. Damages to the premises shall be at the expense of the User.

16. Additional Provisions. It is further mutually agreed between the parties that:

- (a) The user shall not violate any city, county, or state law in or about the said premises.
- (b) The user shall agree to follow our YMCA Code of Conduct, which is available upon request.
- (c) The user agrees to show photo identification of all participants and guests that are 18 years or older.
- (d) The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.
- (e) The user agrees to identify themselves as one of the following when entering the facility:

For the purpose of this agreement the users will be visitors.

**Visitor-** A visitor is a person **gaining access to** the Y **for the following possible activities:** to observe an activity, pick up a member, use the restroom, perform maintenance on the facility, to make a delivery, **or other activities not listed**. Visitors must show photo identification and sign our guest book to enter the facility **upon each entry**. Visitors do not have access to full use of the facility or equipment. **Their facility use is limited to the intended purpose of their visit as agreed upon at time of entry.**

**Guest-** A guest is a person who has bought a day pass or is **gaining access with a member** who is using one of their two guest passes for the year. Guests must be accompanied by a member if using a guest pass. Guests must fill out a day pass form or be entered into the Daxko system. Guests must provide photo identification and sign our guest book **upon entry**. Guests have **member** access to the facility and may use all equipment. Guests using Busytown must pay \$3.00 and **complete the required paperwork to utilize that service.**

**Program Member-** A program member has paid an annual program member fee to be able to sign up for programs. Program members must check in with the front desk **upon each entry to the facility** and show proof of photo identification at the time of sign up. Program members have access to specific programs that the individual has signed up

for but not full access of the facility or equipment. **Program Member use is limited to the program area only.**

**Member**- A member pays dues to have full use of the facility and equipment. They must show photo identification **at the time of sign up**. Members must check in at the front desk **upon each entry to the facility**. Members pay monthly, quarterly, or annual dues to have full use of the facility **and** equipment. **Members are eligible to** receive a reduced price on programs, **if eligible**. Cancellation of membership must be presented in writing to the YMCA 30 days in advance.

(f) ONLY WITH WRITTEN PERMISSION OF PERSON FILMED, PHOTOGRAPHED OR RECORDED, may the YMCA use photographs, film footage, or tape recordings which include that person's image or voice for purposes of promoting or interpreting the YMCA.

(g) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

17. **Entire Agreement**. This document contains the entire agreement of the parties concerning the subject matter of this Agreement. All promises, representations, understandings, arrangements or prior agreements, oral or otherwise, between the parties concerning the subject matter of this Agreement are merged herein and superseded hereby. Any change to the provisions of this Agreement must be in writing signed by both parties.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF AGREEMENT FOR USE OF FACILITIES AND RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made. The parties have executed this Agreement as of the date first written above.

YMCA:

USER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Public Health and Social Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Julie Myers
<b>AGENDA ITEM TITLE:</b> Guiding Good Choices parenting program - Two separate vendor services agreements for training delivery
<p><b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i></p> <p>The purpose of this request is to get approval of the two (2) vendor service agreements (VSA) for the upcoming training delivery at the YMCA of Grays Harbor County.</p> <p>The total amount to be paid is \$1,000 (which is \$100 x 5 sessions x 2 trainers). The two trainers will be Andrea Mirante, pending completion of mandated background check, and Chris Hawkins.</p> <p>Guiding Good Choices program training delivery is a strategy for our My Town prevention funding.</p>
<p><b>FISCAL IMPACT/FUNDING SOURCE:</b></p> <p>\$1,000 (2 x \$500)/This is grant funded through the Community Prevention and Wellness Initiative (CPWI) grant</p>
<p><b>RECOMMENDED ACTION:</b></p> <p>Please approve.</p>

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

☐ APPROVED  
☐ DENIED



	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

## VENDOR SERVICES AGREEMENT

Grays Harbor County, through the Department of Public Health and Social Services ("County") and Chris Hawkins ("Vendor"), for and in consideration of the mutual benefits contained herein do hereby agree as follows:

1. Vendor will provide the following service: facilitate implementation of "**Guiding Good Choices**" program.
2. The term of this agreement shall begin upon signing by all parties, and shall end no later than June 30, 2019. The agreement may end earlier if all funds have been allocated as designated below. Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party.
3. The County will compensate the Vendor for services rendered, for a maximum allocation of \$500 (\$100/session includes preparation time x 5 sessions). Compensation will not be provided for programs that are canceled.
4. The Vendor shall provide monthly invoices to the County no later than the 10<sup>th</sup> day of the month for services rendered the previous month. The County shall remit payment to the Vendor within fifteen (15) days following receipt of the monthly invoice.
5. The parties agree that the Vendor is an independent contractor, and is neither an employee nor agent of Grays Harbor County. As such, the Vendor shall not be entitled to any status, benefits, privileges or entitlements as a county employee. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Vendor as an independent contractor.
6. The Vendor agrees to indemnify, pay costs to defend, and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers from and against any and all claims, damages losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, bodily injury and for any damage to or destruction of any property to the extent caused by any act or omission, negligent or otherwise, of the Vendor while performing under this Agreement.
7. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Vendor's indemnity obligations under this Agreement. The Vendor agrees all Vendors' indemnity obligations shall survive the completion, expiration or termination of this Agreement.

EXECUTED this 4<sup>th</sup> day of January, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
GRAYS HARBOR COUNTY

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
RANDY ROSS, Chair

VENDOR/

Chris Hawkins (Sign Name)

CHRIS HAWKINS (Print Name)

P.O. BOX 595 ABERDEEN WA 98520 (Address)

## VENDOR SERVICES AGREEMENT

Grays Harbor County, through the Department of Public Health and Social Services ("County") and Andrea Mirante ("Vendor"), for and in consideration of the mutual benefits contained herein do hereby agree as follows:

1. Vendor will provide the following service: facilitate implementation of "*Guiding Good Choices*" program.
2. The term of this agreement shall begin upon signing by all parties, and shall end no later than June 30, 2019. The agreement may end earlier if all funds have been allocated as designated below. Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party.
3. The County will compensate the Vendor for services rendered, for a maximum allocation of \$500 (\$100/session includes preparation time x 5 sessions). Compensation will not be provided for programs that are canceled.
4. The Vendor shall provide monthly invoices to the County no later than the 10<sup>th</sup> day of the month for services rendered the previous month. The County shall remit payment to the Vendor within fifteen (15) days following receipt of the monthly invoice.
5. The parties agree that the Vendor is an independent contractor, and is neither an employee nor agent of Grays Harbor County. As such, the Vendor shall not be entitled to any status, benefits, privileges or entitlements as a county employee. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Vendor as an independent contractor.
6. The Vendor agrees to indemnify, pay costs to defend, and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers from and against any and all claims, damages losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, bodily injury and for any damage to or destruction of any property to the extent caused by any act or omission, negligent or otherwise, of the Vendor while performing under this Agreement.
7. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Vendor's indemnity obligations under this Agreement. The Vendor agrees all Vendors' indemnity obligations shall survive the completion, expiration or termination of this Agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
GRAYS HARBOR COUNTY

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
RANDY ROSS, Chair

VENDOR:

Andrea Mirante (Sign Name)

Andrea M. Mirante (Print Name)

917 N. N. Street, Aberdeen Wa. 98520 (Address)



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Public Works
<b>DIVISION:</b> ER&R
<b>SUBMITTER:</b> James Kost
<b>AGENDA ITEM TITLE:</b> Surplus Items
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i>  Surplus of Vehicle 60 a 2008 Dodge Magnum with 142,000 miles at a minimum bid of \$1,000 and surplus an 8kW generator from the Aloha Communication Site at a minimum bid of \$100 and auction through Gov Deals.
<b>FISCAL IMPACT/FUNDING SOURCE:</b>
<b>RECOMMENDED ACTION:</b> Recommend to surplus items as they have been replaced.

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**[BELOW TO BE COMPLETED BY CLERK OF BOARD]**

**BOCC ACTION:**

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

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## GRAYS HARBOR COUNTY VETERANS' RELIEF FUND POLICIES AND PROCEDURES

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### VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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#### 1.0.1 General Provisions

#### 1.1 Statement of Purpose

The purpose of the Grays Harbor County Veterans' Relief Fund is to provide for the assistance of indigent veterans, their families, and the families of deceased indigent veterans as defined in RCW 41.04.005 and 41.04.007. The intent of the veterans' relief program is to provide model programs that benefit veterans and family members facing financial hardship.

#### 1.2 Funds Generated

The Veterans' Relief Fund is generated from a tax levied by the Grays Harbor County Board of County Commissioners. Use of the fund is governed by RCW 73.04.070, 73.04.080, and 73.08.005 through 73.08.090, and these policies and procedures.

#### 1.3 Program Assistance to Individuals

Only eligible veterans and eligible family members of veterans may receive assistance from the Veterans' Relief Fund. The eligible veteran or eligible family member must have a financial need and must provide documentation proving their need to receive assistance from the fund.

There is no automatic entitlement to assistance and the provision of assistance is subject to the availability of funds. The assistance provided may include financial assistance for certain purposes related to basic life support needs including housing, food, utilities, and health care.

#### 1.4 Veterans' Advisory Board

The Grays Harbor County Veterans' Advisory Board established by Grays Harbor County Resolution 2005-65 provides advice to the Grays Harbor County Board of County Commissioners on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families.



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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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### 2.0 Service Providers

#### 2.1 Nationally Recognized Veterans' Service Organizations

Nationally recognized veterans' service organizations located in Grays Harbor County may appoint representatives from their organization to assist veterans or eligible family members in applying for assistance from the Veterans' Relief Fund.

The representative of the veterans' service organization shall assist the veteran or eligible family member in completing the application for assistance, compiling required documentation and, as needed, provide information regarding veterans' benefits and services.

The assisting veterans' service organization shall submit annual Post Officers and Signatures, outlining the responsibilities of the organization to accept applications, interview, and screen applicants for eligibility.

Service Officers must attend training once annually to be eligible to submit applications for assistance through the Veteran Relief Fund. This training will be held twice a year and be hosted by the Fund Administrator and/or an experienced Service Officer.

#### 2.2 Other Service Providers

Other service providers may be authorized by a written agreement or contract with Grays Harbor County to assist veterans or eligible family members in applying for assistance from the Veterans' Relief Fund.

#### 2.3 Veterans' Relief Fund Staff

The Board of County Commissioners will appoint a Veteran's Relief Fund Administrator and staff members for the Veteran Advisory Board. These staff members will process final review of all applications and process payments for eligible veterans. The Veterans' Relief Fund staff shall work with the Veterans' Advisory Board as needed and shall report on the level of staff needed to administer the fund. The Veteran Relief Fund Administrator shall report to the Board of County Commissioners and the Veteran Advisory Board.

#### 2.4 Meeting Place Rental

As authorized by state law, nationally recognized veterans' service organizations located in Grays Harbor County that have an application/agreement in effect with the county and assist veterans to apply for assistance from the fund may be reimbursed up to \$500 annually for their current year's regular meeting place rent.



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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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An authorized meeting place rent form and a receipt showing the eligible veterans' service organizations' annual rental fee has been paid must be submitted to the Veterans' Relief Fund by March 31<sup>st</sup> of the next year. Any post, camp or chapter that owns the building used for their regular meeting space or is furnished quarters by the state or by any municipality does not qualify for meeting place rent.

### 3.0 Financial Assistance to Individuals

#### 3.1 Eligibility

In order to receive assistance from the Veterans' Relief Fund, the veteran or family member must meet the eligibility criteria outlined in this section. Veterans or eligible family members must provide documentation verifying eligibility for assistance.

##### 3.1.1 Veteran and Family Member Status

An applicant for assistance from the Veterans' Relief Fund must be a veteran or the family member, as defined in RCW 73.08.005, of a veteran who meets the definition of veteran set forth in RCW 41.04.005 or RCW 41.04.007.

##### 3.1.2 Residency

Applicants must have been residents of Grays Harbor County for at least six months immediately prior to obtaining assistance from the Veterans' Relief Fund. Post office boxes can not be used to establish residency. Examples for residency include: utility bills, rental agreements, etc.

##### 3.1.3 Indigence

Applicants must be indigent. One or more of the following definitions shall be used to determine if an applicant is indigent:

- A. Receiving one of the following types of public assistance: Temporary assistance for needy families, general assistance, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income.
- B. Receiving an annual income, after taxes, of up to one hundred fifty percent or less of the current federally established poverty level. Income received during the 90 day period prior to the date of application shall be annualized to determine an annual income. Income includes all funds received by the applicant and their spouse or domestic partner, and all other individuals who will benefit from the assistance.

C. Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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Examples of included income which must be reported on the Veterans' Relief Fund application for the purpose of determining eligibility are as follows:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• money, wages and salaries after any deductions;</li> <li>• net receipts from self-employment;</li> <li>• savings;</li> <li>• worker's compensation;</li> <li>• alimony;</li> <li>• veterans' compensation and disability</li> <li>• military family allotments or other regular support from an absent family member or someone not living in the household;</li> <li>• retirement, pension (including veterans' pension) and annuities;</li> <li>• insurance payments;</li> <li>• dividends, interest, and periodic receipts from estates or trusts;</li> </ul> | <ul style="list-style-type: none"> <li>• labor and industries payments;</li> <li>• unemployment compensation;</li> <li>• child support;</li> <li>• social security other than supplemental security income;</li> <li>• foster child payments;</li> <li>• tax refunds, gifts, loans, lump-sum inheritance, one-time insurance payments or compensation for injury or death;</li> <li>• dependency and indemnity compensation for service-connected death;</li> <li>• educational assistance benefits (including veterans' educational assistance benefits not paid directly to the school for tuition and books), vocational rehabilitation subsistence allowance, and work-study benefits (including veterans' work-study benefits).</li> </ul> |
|---|---|

Note: grants, loans and veterans' educational assistance for tuition and books paid directly to the training institution are not included income.

Applicants who report no income for the previous 90 days must provide additional documentation showing their means of support and verification showing they have applied for assistance from other government agencies and social service programs deemed appropriate by the Veterans' Relief Fund staff.

### 3.2 Application Procedures

The applicant must complete a Veterans' Relief Fund application and provide supporting documentation proving eligibility for assistance. The application shall be completed and documentation reviewed by one of the following: a representative of a nationally recognized veterans' service organization with the Post Officers and signature form of agreement currently in effect with the county; or a representative of an authorized service provider. Upon completion, the organization that assisted with the application shall forward it and any back up materials by mail, personal delivery to

the Veteran Relief Fund Administrator, fax or email. The materials shall include the Post recommendation form and a copy of the veteran's DD214 or other document

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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supporting service to the military with an acceptable discharge with honor. If the applicant is for rent, a statement from the landlord indicating need is required. Under no circumstances shall the application forms or completed application be released to the veteran.

### 3.2.1 Application Time Period

Applications are valid for 30 days. It is the applicant's responsibility to report any changes in status during this 30 day period of time. After 30 days a new application must be completed.

### 3.2.2 Assistance Provided

All applications for assistance require approval by the Veterans' Relief Fund staff. Upon approval, the Veterans' Relief Fund staff will issue vouchers and/or payments to vendors for the assistance provided. A decision on a payment may be delayed in order to obtain further eligibility verification. Lost or stolen payments may not be reissued.

### 3.2.3 Certification

Applicants applying for assistance are required to sign a statement certifying that the information provided is complete and accurate and that if discovered to be otherwise the applicant shall be denied assistance from the fund. The veteran or eligible family member shall also authorize the Veterans' Relief Fund staff of the Commissioners' Office to verify the accuracy of the information provided by the applicant.

## 3.3 Financial Assistance

Financial assistance may be provided to eligible veterans and eligible family members to assist with basic needs such as rent, food, transportation and utilities.

### 3.3.1 Maximum Allocation

Eligible veterans or family members with no other family members in the household may receive up to \$1,000 in financial assistance in a twelve month period of time for basic life support needs. Payments shall be made by check written in the name of both the veteran and a designated creditor or vendor, except for up to \$75 for miscellaneous use by the veteran may be written to the veteran.

### 3.3.2 Limitations

Eligible veterans or family members who receive financial assistance may not draw on the fund for the next complete calendar year before being eligible again. After drawing on the fund in four eligible calendar years, a veteran will no longer be eligible for use of the relief fund except in special or unusual situations.

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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The maximum allocation that will be paid to an eligible veteran or family member who has received assistance from a Veterans' Relief Fund in another Washington county within the past 12 months will be reduced by the dollar amount received from the other county.

Payments for late fees or deposits are not allowed except under unusual or emergency situations approved by three Posts. No checks shall be made to anyone that lives with the veteran, except as stated in 3.3.3A for room rent.

### 3.3.3 Types of Financial Assistance

#### A. Rent or Mortgage Assistance

Eligible veterans or family members may receive assistance with past due rent, first and last month's rent, past due mortgage payments, or nonrefundable deposits on the applicant's residence. Past due rent will be paid only for the applicant's primary residence.

The applicant must provide a written rental agreement or documents proving ownership of the property. The veteran or eligible family member must be able to sustain rent or mortgage payments in the months to come. Total payment for rent or mortgage assistance will be no more than \$599.

Payments for rental assistance will be paid directly to the property owner, Property Management Company or the owner's legal representative. Payments will not be made to family members or other residents of the home.

Veterans or eligible family members who share a residence with the property owner may receive a maximum of \$250 for their share of the rent in a twelve month period of time.

Mortgage payments will be made directly to the mortgage lender and will only be paid for the applicant's primary residence if the payment will allow at least an additional 30 days in the residence.

#### B. Motel Stays

Motel and hotel stays will only be paid if a physician or discharging hospital provides a written statement as to why providing housing at a local shelter is not medically recommended or other special circumstances that may apply. The

facility must be located in Grays Harbor County. Total payment for motel stays will be no more than \$599.

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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### C. Utilities

Eligible veterans or family members may receive assistance with utilities, including power, water, garbage, propane and wood. Other utility services such as cable or internet services will not be paid.

The applicant must provide a utility bill, a shut-off notice or letter of impending disconnection from the power, water or garbage company showing the current amount owed. Payment shall be made directly to the utility company and may include shut-off and reconnection fees.

Payment shall be made to an account in the veteran or eligible family member's name only. Utilities shall only be paid for the residence where the veteran or eligible family member currently resides.

Telephone services shall only be paid when a physician provides written documentation that the telephone is needed for a medical emergency.

The veteran or eligible family member may be required to first utilize other energy assistance programs prior to the approval of veterans' relief funds.

### D. Food/Hygiene

Veterans or eligible family members may receive assistance with food and certain personal hygiene items.

Of the \$1,000 allowed per year, a maximum amount for the purchase of food and personal hygiene items in a month will be \$100 for single Veterans and \$200 for Veterans with dependents, and for miscellaneous items \$75, determined based on need and other resources available.

### E. Other Requests

Other requests for financial assistance not listed in these policies and procedures shall be evaluated on a case-by-case basis to provide assistance with basic needs.

The Veteran's Advisory Board may approve expenses and other qualifying services on a case-by-case basis for homeless or indigent veterans and their families that provides service(s) to more than one individual (such as at an event).

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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### 3.3.4 Waiver

Special, Emergency or Unusual situations: On a one-time basis, Service Officers from at least three separate posts or clubs may sign a veteran's application for relief funds agreeing that additional aid is necessary under special, emergency or unusual situations. This waiver may be for eligibility requirements, time periods and/or the amount of financial assistance set forth in these policies and procedures, excluding state law requirements. This shall be done only when there is a specific, documented need or circumstance which establishes the individual's special, emergency, or unusual need for financial assistance.

### 4.0 Other Assistance

The following types of assistance may be provided by the Veterans' Relief Fund. These may be in addition to the assistance described in Section 3.

#### 4.1 Burial or Cremation Services

Up to \$600 may be provided for the burial or cremation of any deceased indigent veteran or deceased family member of an indigent veteran who dies without leaving means sufficient to defray funeral expenses.

Documentation showing the burial or cremation expenses incurred must be provided prior to receiving assistance from the Veterans' Relief Fund. Family members or friends of the deceased who paid the funeral expenses may be reimbursed for payments made for burial or cremation services up to the maximum allowed. In order to be eligible for reimbursement from the Veterans' Relief Fund the request for assistance must be submitted within six months of incurring the costs for burial or cremation services.

### 5.0 Denial of Services

Grays Harbor County may refuse service to disorderly or disruptive individuals including those who intimidate or threaten a public servant or attempt to do so.

Applicants who have been denied assistance by the Veteran Relief Fund Administrator or the designee may request a review of the denial by appeal to the Veteran Advisory Board within 10 days of denial. The Board may request additional information in order to make an informed decision and shall issue a decision within 10 days of receiving the information. The Veteran Advisory Board decision is final.



## 6.0 Complaints

For complaints of discrimination, applicants may file a complaint pursuant to the Complaint Resolution Procedure for Public Service.

## 7.0 Fraud, Criminal Activity or Misuse of Funds

If it is determined that the applicant provided false information or that fraud, criminal activity or misuse of funds has occurred, the veteran or family member may be ineligible to receive assistance from the Veterans' Relief Fund for up to 10 years. Grays Harbor County will seek to prosecute individuals where there is evidence of fraudulent claims for assistance.

## 8.0 Severability

If any provision of these policies and procedures or their application to any particular person or circumstance is held to be invalid, illegal or unenforceable, the remaining provisions and their application to other persons or circumstances shall not be affected.

Adopted by the Veteran Advisory Board on December 5, 2018 and adopted by County Commissioners on January 15, 2019.

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# GRAYS HARBOR COUNTY VETERANS' RELIEF FUND POLICIES AND PROCEDURES

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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### 1.0.1 General Provisions

#### 1.1 Statement of Purpose

The purpose of the Grays Harbor County Veterans' Relief Fund is to provide for the assistance of indigent veterans, their families, and the families of deceased indigent veterans as defined in RCW 41.04.005 and 41.04.007. The intent of the veterans' relief program is to provide model programs that benefit veterans and family members facing financial hardship.

#### 1.2 Funds Generated

The Veterans' Relief Fund is generated from a tax levied by the Grays Harbor County Board of County Commissioners. Use of the fund is governed by RCW 73.04.070, 73.04.080, and 73.08.005 through 73.08.090, and these policies and procedures.

#### 1.3 Program Assistance to Individuals

Only eligible veterans and eligible family members of veterans may receive assistance from the Veterans' Relief Fund. The eligible veteran or eligible family member must have a financial need and must provide documentation proving their need to receive assistance from the fund.

There is no automatic entitlement to assistance and the provision of assistance is subject to the availability of funds. The assistance provided may include financial assistance for certain purposes related to basic life support needs including housing, food, utilities, and health care.

#### 1.4 Veterans' Advisory Board

The Grays Harbor County Veterans' Advisory Board established by Grays Harbor County Resolution 2005-65 provides advice to the Grays Harbor County Board of County Commissioners on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families.

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VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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2.0 Service Providers

2.1 Nationally Recognized Veterans' Service Organizations

Nationally recognized veterans' service organizations located in Grays Harbor County may appoint representatives from their organization to assist veterans or eligible family members in applying for assistance from the Veterans' Relief Fund.

The representative of the veterans' service organization shall assist the veteran or eligible family member in completing the application for assistance, compiling required documentation and, as needed, provide information regarding veterans' benefits and services.

The assisting veterans' service organization shall submit annual Post Officers and Signatures, outlining the responsibilities of the organization to accept applications, interview, and screen applicants for eligibility.

Service Officers must attend training once annually to be eligible to submit applications for assistance through the Veteran Relief Fund. This training will be held twice a year and be hosted by the Fund Administrator and/or an experienced Service Officer.

2.2 Other Service Providers

Other service providers may be authorized by a written agreement or contract with Grays Harbor County to assist veterans or eligible family members in applying for assistance from the Veterans' Relief Fund.

2.3 Veterans' Relief Fund Staff

The Board of County Commissioners will appoint a Veteran's Relief Fund Administrator and staff members for the Veteran Advisory Board. These staff members will process final review of all applications and process payments for eligible veterans. The Veterans' Relief Fund staff shall work with the Veterans' Advisory Board as needed and shall report on the level of staff needed to administer the fund. The Veteran Relief Fund Administrator shall report to the Board of County Commissioners and the Veteran Advisory Board.

2.4 Meeting Place Rental

As authorized by state law, nationally recognized veterans' service organizations located in Grays Harbor County that have an application/agreement in effect with the county and assist veterans to apply for assistance from the fund may be reimbursed up to \$500 annually for their current year's regular meeting place rent.

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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An authorized meeting place rent form and a receipt showing the eligible veterans' service organizations' annual rental fee has been paid must be submitted to the Veterans' Relief Fund by March 31<sup>st</sup> of the next year. Any post, camp or chapter that owns the building used for their regular meeting space or is furnished quarters by the state or by any municipality does not qualify for meeting place rent.

### 3.0 Financial Assistance to Individuals

#### 3.1 Eligibility

In order to receive assistance from the Veterans' Relief Fund, the veteran or family member must meet the eligibility criteria outlined in this section. Veterans or eligible family members must provide documentation verifying eligibility for assistance.

##### 3.1.1 Veteran and Family Member Status

An applicant for assistance from the Veterans' Relief Fund must be a veteran or the family member, as defined in RCW 73.08.005, of a veteran who meets the definition of veteran set forth in RCW 41.04.005 or RCW 41.04.007.

##### 3.1.2 Residency

~~Applicants must have been residents of Washington State for at least one year immediately prior to obtaining assistance from the Veterans' Relief Fund.~~

Applicants must have been residents of Grays Harbor County for at least six months immediately prior to obtaining assistance from the Veterans' Relief Fund. Post office boxes can not be used to establish residency. Examples for residency include: utility bills, rental agreements, etc.

##### 3.1.3 Indigence

Applicants must be indigent. One or more of the following definitions shall be used to determine if an applicant is indigent:

- A. Receiving one of the following types of public assistance: Temporary assistance for needy families, general assistance, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income.
- B. Receiving an annual income, after taxes, of up to one hundred fifty percent or less of the current federally established poverty level. Income received during the 90 day period prior to the date of application shall be annualized to determine an annual income. Income includes all funds received by the applicant and their spouse or domestic partner, and all other individuals who will benefit from the assistance.

C. Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

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VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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Examples of included income which must be reported on the Veterans' Relief Fund application for the purpose of determining eligibility are as follows:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• money, wages and salaries after any deductions;</li> <li>• net receipts from self-employment;</li> <li>• savings;</li> <li>• worker's compensation;</li> <li>• alimony;</li> <li>• veterans' compensation and disability</li> <li>• military family allotments or other regular support from an absent family member or someone not living in the household;</li> <li>• retirement, pension (including veterans' pension) and annuities;</li> <li>• insurance payments;</li> <li>• dividends, interest, and periodic receipts from estates or trusts;</li> </ul> | <ul style="list-style-type: none"> <li>• labor and industries payments;</li> <li>• unemployment compensation;</li> <li>• child support;</li> <li>• social security other than supplemental security income;</li> <li>• foster child payments;</li> <li>• tax refunds, gifts, loans, lump-sum inheritance, one-time insurance payments or compensation for injury or death;</li> <li>• dependency and indemnity compensation for service-connected death;</li> <li>• educational assistance benefits (including veterans' educational assistance benefits not paid directly to the school for tuition and books), vocational rehabilitation subsistence allowance, and work-study benefits (including veterans' work-study benefits).</li> </ul> |
|---|---|

Note: grants, loans and veterans' educational assistance for tuition and books paid directly to the training institution are not included income.

Applicants who report no income for the previous 90 days must provide additional documentation showing their means of support and verification showing they have applied for assistance from other government agencies and social service programs deemed appropriate by the Veterans' Relief Fund staff.

### 3.2 Application Procedures

The applicant must complete a Veterans' Relief Fund application and provide supporting documentation proving eligibility for assistance. The application shall be completed and documentation reviewed by one of the following: a representative of a nationally recognized veterans' service organization with the Post Officers and signature form of agreement currently in effect with the county; or a representative of an authorized service provider. Upon completion, the organization that assisted with the application shall forward it and any back up materials by mail, personal delivery to

the Veteran Relief Fund Administrator, fax or email. The materials shall include the Post recommendation form and a copy of the veteran's DD214 or other document

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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supporting service to the military with an acceptable discharge with honor. If the applicant is for rent, a statement from the landlord indicating need is required. Under no circumstances shall the application forms or completed application be released to the veteran.

### 3.2.1 Application Time Period

Applications are valid for 30 days. It is the applicant's responsibility to report any changes in status during this 30 day period of time. After 30 days a new application must be completed.

### 3.2.2 Assistance Provided

All applications for assistance require approval by the Veterans' Relief Fund staff. Upon approval, the Veterans' Relief Fund staff will issue vouchers and/or payments to vendors for the assistance provided. A decision on a payment may be delayed in order to obtain further eligibility verification. Lost or stolen payments may not be reissued.

### 3.2.3 Certification

Applicants applying for assistance are required to sign a statement certifying that the information provided is complete and accurate and that if discovered to be otherwise the applicant shall be denied assistance from the fund. The veteran or eligible family member shall also authorize the Veterans' Relief Fund staff of the Commissioners' Office to verify the accuracy of the information provided by the applicant.

## 3.3 Financial Assistance

Financial assistance may be provided to eligible veterans and eligible family members to assist with basic needs such as rent, food, transportation and utilities.

### 3.3.1 Maximum Allocation

Eligible veterans or family members with no other family members in the household may receive up to ~~\$1,000~~~~\$700~~ in financial assistance in a twelve month period of time for basic life support needs. Payments shall be made by check written in the name of both the veteran and a designated creditor or vendor, except for up to \$75 for miscellaneous use by the veteran may be written to the veteran.

### 3.3.2 Limitations



Eligible veterans or family members who receive financial assistance may not draw on the fund for the next complete calendar year before being eligible again. After drawing on the fund in four eligible calendar years, a veteran will no longer be eligible for use of the relief fund except in special or unusual situations.

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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The maximum allocation that will be paid to an eligible veteran or family member who has received assistance from a Veterans' Relief Fund in another Washington county within the past 12 months will be reduced by the dollar amount received from the other county.

Payments for late fees or deposits are not allowed except under unusual or emergency situations approved by three Posts. No checks shall be made to anyone that lives with the veteran, except as stated in 3.3.3A for room rent.

### 3.3.3 Types of Financial Assistance

#### A. Rent or Mortgage Assistance

Eligible veterans or family members may receive assistance with past due rent, first and last month's rent, past due mortgage payments, or nonrefundable deposits on the applicant's residence. Past due rent will be paid only for the applicant's primary residence.

The applicant must provide a written rental agreement or documents proving ownership of the property. The veteran or eligible family member must be able to sustain rent or mortgage payments in the months to come. Total payment for rent or mortgage assistance will be no more than \$599.

Payments for rental assistance will be paid directly to the property owner, Property Management Company or the owner's legal representative. Payments will not be made to family members or other residents of the home.

Veterans or eligible family members who share a residence with the property owner may receive a maximum of \$250 for their share of the rent in a twelve month period of time.

Mortgage payments will be made directly to the mortgage lender and will only be paid for the applicant's primary residence if the payment will allow at least an additional 30 days in the residence.

#### B. Motel Stays

Motel and hotel stays will only be paid if a physician or discharging hospital provides a written statement as to why providing housing at a local shelter is not medically recommended or other special circumstances that may apply. The

facility must be located in Grays Harbor County. Total payment for motel stays will be no more than \$599.

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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### C. Utilities

Eligible veterans or family members may receive assistance with utilities, including power, water, garbage, propane and wood. Other utility services such as cable or internet services will not be paid.

The applicant must provide a utility bill, a shut-off notice or letter of impending disconnection from the power, water or garbage company showing the current amount owed. Payment shall be made directly to the utility company and may include shut-off and reconnection fees.

Payment shall be made to an account in the veteran or eligible family member's name only. Utilities shall only be paid for the residence where the veteran or eligible family member currently resides.

Telephone services shall only be paid when a physician provides written documentation that the telephone is needed for a medical emergency.

The veteran or eligible family member may be required to first utilize other energy assistance programs prior to the approval of veterans' relief funds.

### D. Food/Hygiene

Veterans or eligible family members may receive assistance with food and certain personal hygiene items.

Of the ~~\$700~~\$1,000 allowed per year, a maximum amount for the purchase of food and personal hygiene items in a month will be \$100 for single Veterans and \$200 for Veterans with dependents, and for miscellaneous items \$75, determined based on need and other resources available.

### E. Other Requests

Other requests for financial assistance not listed in these policies and procedures shall be evaluated on a case-by-case basis to provide assistance with basic needs.

The Veteran's Advisory Board may approve expenses and other qualifying services on a case-by-case basis for homeless or indigent veterans and their families that provides service(s) to more than one individual (such as at an event).

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## VETERANS' RELIEF FUND – POLICIES AND PROCEDURES

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### 3.3.4 Waiver

Special, Emergency or Unusual situations: On a one-time basis, Service Officers from at least three separate posts or clubs may sign a veteran's application for relief funds agreeing that additional aid is necessary under special, emergency or unusual situations. This waiver may be for eligibility requirements, time periods and/or the amount of financial assistance set forth in these policies and procedures, excluding state law requirements. This shall be done only when there is a specific, documented need or circumstance which establishes the individual's special, emergency, or unusual need for financial assistance.

### 4.0 Other Assistance

The following types of assistance may be provided by the Veterans' Relief Fund. These may be in addition to the assistance described in Section 3.

#### 4.1 Burial or Cremation Services

Up to ~~\$600~~~~\$300~~ may be provided for the burial or cremation of any deceased indigent veteran or deceased family member of an indigent veteran who dies without leaving means sufficient to defray funeral expenses.

Documentation showing the burial or cremation expenses incurred must be provided prior to receiving assistance from the Veterans' Relief Fund. Family members or friends of the deceased who paid the funeral expenses may be reimbursed for payments made for burial or cremation services up to the maximum allowed. In order to be eligible for reimbursement from the Veterans' Relief Fund the request for assistance must be submitted within six months of incurring the costs for burial or cremation services.

### 5.0 Denial of Services

Grays Harbor County may refuse service to disorderly or disruptive individuals including those who intimidate or threaten a public servant or attempt to do so.

Applicants who have been denied assistance by the Veteran Relief Fund Administrator or the designee may request a review of the denial by appeal to the Veteran Advisory Board within 10 days of denial. The Board may request additional information in order to make an informed decision and shall issue a decision within 10 days of receiving the information. The Veteran Advisory Board decision is final.

## 6.0 Complaints

For complaints of discrimination, applicants may file a complaint pursuant to the Complaint Resolution Procedure for Public Service.

## 7.0 Fraud, Criminal Activity or Misuse of Funds

If it is determined that the applicant provided false information or that fraud, criminal activity or misuse of funds has occurred, the veteran or family member may be ineligible to receive assistance from the Veterans' Relief Fund for up to 10 years. Grays Harbor County will seek to prosecute individuals where there is evidence of fraudulent claims for assistance.

## 8.0 Severability

If any provision of these policies and procedures or their application to any particular person or circumstance is held to be invalid, illegal or unenforceable, the remaining provisions and their application to other persons or circumstances shall not be affected.

Adopted by the Veteran Advisory Board on December 2, 2015 and adopted by County Commissioners on December 14, 2015.

**GRAYS HARBOR COUNTY  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** of the Grays Harbor County Board of Commissioners amending Grays Harbor County Resolutions 2005-65, 2007-82, 2009-95 2011-067 and 2015-037 revising the Grays Harbor County Veterans' Relief Fund Policies and Procedures to authorize approval of expenses for indigent or homeless veterans and their families

**WHEREAS**, Resolutions 2005-65, 2007-82, 2009-95 2011-067 and 2015-037 amended previous resolutions in adopting revised policies and procedures for the Grays Harbor County Veteran Advisory Board ("VAB"); and

**WHEREAS**, the Board of Commissioners finds it necessary and appropriate to amend Resolutions 2005-65, 2007-82, 2009-95 2011-067 and 2015-037 and the VAB Policies and Procedures to permit the Veteran's Advisory Board to consider and approve expenses and other qualifying services on a case-by-case basis for homeless or indigent veterans and their families that provides service(s) to more than one individual, such as at an event,

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of Commissioners that Grays Harbor County Resolutions 2005-65, 2007-82, 2009-95 2011-067 and 2015-037 and the Grays Harbor County Veterans' Relief Fund Policies and Procedures are amended to remove the following from Section 3.1.2 of such Policies and Procedures: "Applicants must have been residents of Washington State for at least one year immediately prior to obtaining assistance from the Veterans' Relief Fund." In addition, the Grays Harbor County Veterans' Relief Fund Policies and Procedures are amended to revise the following item in section 3.3.1 Maximum Allocation: from "Eligible veterans or family members with no other family members in the household may receive up to \$700 in financial assistance in a twelve month period of time for basic life support needs" to "Eligible veterans or family members with no other family members in the household may receive up to \$1,000 in financial assistance in a twelve month period of time for basic life support needs". Revise the following item in section 4.1 Burial or Cremation Services: from "Up to \$300 may be provided for the burial or cremation of any deceased indigent veteran or deceased family member of an indigent veteran who dies without leaving means sufficient to defray funeral expenses" to "Up to \$600 may be provided for the burial or cremation of any deceased indigent veteran or deceased family member of an indigent veteran who dies without leaving means sufficient to defray funeral expenses." In addition, the Grays Harbor County Veterans' Relief Fund Policies and Procedures are amended to add the following to section 3.1.3 Indigence (C): "Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient." And amended to add the following to Section 3.3.3 Types of Financial Assistance (D): "for single Veterans and \$200 for Veterans with dependents to "Of the \$1,000 allowed per year, a maximum amount for the purchase of food and personal hygiene items in a month will be \$100".

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of January, 2019.

**BOARD OF COMMISSIONERS  
GRAYS HARBOR COUNTY**

---

Randy Ross, Chair

---

Wes Cormier, Commissioner

---

Vickie L. Raines, Commissioner

Attest:

Approved as to form:

---

Jenna Amsbury, Clerk of the Board

---

Norma Tillotson  
Deputy Prosecuting Attorney





**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Public Health and Social Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Julie Myers
<b>AGENDA ITEM TITLE:</b> Policy Update for Veteran Advisory Board (VAB)
<p><b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i></p> <p>The Veterans Advisory Policy is updated with the following changes:</p> <ol style="list-style-type: none"> <li>1. Removes the one year of Washington State residency requirement</li> <li>2. Adds a third definition of 'Indigence'</li> <li>3. Increases the maximum amount of financial assistance over a 12 month period of time from \$700 to \$1,000</li> <li>4. Adds that of that \$1,000 maximum, the maximum amount for purchase of food and personal hygiene items in a month will be \$100 for single Veterans and \$200 for Veterans with dependents,</li> <li>5. Increases the amount of money that can go toward burial or cremation from \$300 to \$600</li> </ol> <p>A resolution that formally recognizes the amended policies is provided.</p> <p><b>FISCAL IMPACT/FUNDING SOURCE:</b> \$10,500/ Veteran Relief Fund (Fund 114).</p> <p><b>Fiscal Impact Detail:</b></p> <ul style="list-style-type: none"> <li>• Historically the budget for direct assistance to indigent Veterans has been approximately \$40,000/year. Actual spending for the last few years is as follows:                         <ul style="list-style-type: none"> <li>○ 2018 - \$16,846.91*</li> <li>○ 2017 - \$16,143.68</li> <li>○ 2016 - \$24,685.36</li> </ul> </li> </ul> <p>* In 2018, the fund served approximately 35 Veteran households. If each of the households received an additional \$300 in assistance with the new maximum, it would equate to an additional \$10,500. \$16,846.91 (actual expenses in 2018) + \$10,500 (potential additional expense with increased max assistance) = \$27,346.91 (still less than \$40,000 historically budgeted for assistance)</p> <p>Because the amount of assistance provided has not approached the amount budgeted, the Veterans' Advisory Board (VAB) believes <b>the proposed policy changes will require no supplemental budget or budget revision within existing funds in 2019.</b></p>
<b>RECOMMENDED ACTION:</b> Please review and approve

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

**DEPARTMENT:** Central Services

**DIVISION:**

*(if applicable)*

**SUBMITTER:** Gary Mawhorter

**AGENDA ITEM TITLE:** Temporary Help Employment Agreement

**EXPLANATION OF REQUEST:**

This is the contract for our temporary help employee to install the general fund pc's.

**FISCAL IMPACT/FUNDING SOURCE:**

This position is fully funded through the 2019 budget.

**RECOMMENDED ACTION:**

I recommend that this item be approved.

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_

OTHER \_\_\_\_\_

## PART-TIME/TEMPORARY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between Grays Harbor County ("County") and Gerimy West ("Employee") in consideration of the mutual covenants and promises contained herein, as follows:

The County will employ the Employee and the Employee will accept part-time temporary employment by the County in its Central Services Department. The Employee will perform the duties described below:

1. Image, configure and install new pc's.
- The County will employ the Employee for a term commencing January 15th, 2019, and ending no later than December 31, 2019, for a maximum of one hundred (200) hours during the term. The Employee shall not exceed eighty (80) hours of employment in any given month. The term of employment may be extended upon mutual agreement of the employee, County, and the union.
  - The Employee's compensation shall consist of an hourly pay rate of twenty-five dollars (\$25.00) per hour. The compensation shall be paid monthly on the County's normal payroll system with state and federal deductions as required.
  - The Employee expressly agrees and acknowledges that he is not entitled to benefits provided to a regular full time or regular part-time county employee as defined in the Employment Guide for Grays Harbor County (i.e. medical, dental, vision, paid holidays, leave accruals, etc.)
  - During the term of this Agreement, the Employee will be defined as a union exempt employee.
  - The County or the Employee may terminate this Agreement at any time with or without cause, with ten (10) days written notice.
  - This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein.
  - No modification of any of the provisions of this Agreement shall be binding upon either the Employee or the County unless executed in writing and signed by both parties hereto.

The Employee hereby acknowledges reading all the terms herein and agrees: that the terms are necessary for the reasonable and proper protection of the County's interests; the County has been induced to enter into this Agreement by the representation of the Employee who will abide by and be bound by each of the aforesaid covenants and restraints; and that each and every covenant and restraint is reasonable. The Employee acknowledges having been advised by the County of the ability to have this Agreement reviewed by the Employee's counsel of choice, hereby represents that he has either done so, or has elected to forego the right to do so voluntarily and of his own free choice.

In witness whereof, the parties have executed and entered into this Agreement effective the \_\_\_\_\_ day of January 2019.

\_\_\_\_\_  
Gerimy West  
Employee

ATTEST:

\_\_\_\_\_  
Jenna Amsbury  
Clerk of the Board

Grays Harbor County  
Board of County Commissioners

\_\_\_\_\_  
Randy Ross, Chairman

\_\_\_\_\_  
Wes Cormier

\_\_\_\_\_  
Vickie L. Raines



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Management Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Brenda Sherman
<b>AGENDA ITEM TITLE:</b> Budget Transfer Resolution - Fund 305
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i>  This resolution appropriates \$25,000 for courtroom construction costs. Ending cash is sufficient to allow this transfer.
<b>FISCAL IMPACT/FUNDING SOURCE:</b>  None
<b>RECOMMENDED ACTION:</b>  Approval

**[BELOW TO BE COMPLETED BY CLERK OF BOARD]**

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



RESOLUTION NO. \_\_\_\_\_

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY  
MISCELLANEOUS FUND  
RESERVE FOR COURTROOM CONSTRUCTION #305-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Reserve for Courtroom Construction Fund #305-000-000;

WHEREAS, there appear to be sufficient funds in other accounts to permit the necessary adjustment to be made as requested;

NOW, THEREFORE, BE IT RESOLVED, that the County Auditor be authorized and directed as follows:

<u>TRANSFER FROM:</u>		
305-000-000-508-10-00-00	Reserved Ending Cash & Investments	\$25,000
<u>TRANSFER TO:</u>		
305-000-000-594-12-62-00	Courtroom Construction	\$25,000

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR GRAYS HARBOR COUNTY

\_\_\_\_\_  
Chair

ATTEST: \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Management Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Brenda Sherman
<b>AGENDA ITEM TITLE:</b> Budget Transfer Resolution - Fund 310
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i>  Resolution authorizes budget for the Port of Grays Harbor PUD capacity study in the amount of \$50,000. Ending cash is sufficient to allow this transfer.
<b>FISCAL IMPACT/FUNDING SOURCE:</b>  Economic development funding
<b>RECOMMENDED ACTION:</b>  Approval

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

RESOLUTION NO. \_\_\_\_\_

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY  
DISTRESSED AREA CAPITAL FUND #310-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Distressed Area Capital Fund #310-000-000;

WHEREAS, there appear to be sufficient funds in other accounts to permit the necessary adjustment to be made as requested;

NOW, THEREFORE, BE IT RESOLVED, that the County Auditor be authorized and directed as follows:

TRANSFER FROM:

310-000-000-508-10-00-00 Ending Cash & Investments \$50,000

TRANSFER TO:

310-000-000-558-70-41-27 PGH PUD Capacity Study \$50,000

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR GRAYS HARBOR COUNTY

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

OFFICE OF  
COUNTY COMMISSIONERS

WES CORMIER  
FIRST DISTRICT  
RANDY ROSS  
SECOND DISTRICT  
VICKIE RAINES  
THIRD DISTRICT  
JENNA AMSBURY  
CLERK OF THE BOARD

100 West Broadway, Suite #1  
MONTESANO, WASHINGTON 98563  
PHONE (360) 249-3731  
FAX (360) 249-3783



MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
GRAYS HARBOR COUNTY  
AND  
LOCAL 275 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY  
EMPLOYEES AND THE AMERICAN FEDERATION OF  
STATE COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

This Memorandum of Understanding ("MOU") is entered into by Grays Harbor County ("Employer") and Local 275 of the Washington State Council of County and City Employees and the American Federation of State and County Municipal Employees AFL-CIO ("Union") effective January 1, 2019.

This MOU is entered into between the parties for the purpose of appointing an interim Detention Director in the absence of the Detention Director. The County acknowledges that the job duties are normally performed by a non-union employee. The current contract does not address this particular circumstance of a bargaining unit member taking an interim, temporary position outside of the bargaining unit. Therefore, the parties have agreed that in this situation only and not as evidence of past practice, the County shall allow the interim Detention Director be held by a bargaining unit member of their choosing. The parties have agreed to the following:

1. The County will appoint the Interim Detention Director.
2. The bargaining unit member is under no obligation to accept the interim position.
3. The Interim Detention Director will retain all of his/her rights under the bargaining unit during the period of his/her appointment.
4. The Interim Detention Director will receive at least ten (10) percent over his/her current salary.
5. The bargaining unit member and the County may terminate this MOU at any time with ten (10) working days' written notice.

Approved this \_\_\_\_\_ day of January, 2019.

For the County:

\_\_\_\_\_  
Wes Cormier, Chairman

\_\_\_\_\_  
Vickie Raines, Commissioner

\_\_\_\_\_  
Randy Ross, Commissioner

For the Union:

\_\_\_\_\_  
Hannah Franks, Staff Representative



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Management Services
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Marilyn Lewis
<b>AGENDA ITEM TITLE:</b> MOU
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i> Appointment of Interim Detention Director.
<b>FISCAL IMPACT/FUNDING SOURCE:</b> 0.00
<b>RECOMMENDED ACTION:</b> Signature of MOU

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***[BELOW TO BE COMPLETED BY CLERK OF BOARD]***

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

## **PURCHASE REQUEST**

### **DEPARTMENT: PUBLIC WORKS**

Date: 1-7-2018
Item to be purchased: Replacement Vehicles

### **EXPLANATION OF REQUEST**

Purchase vehicles off state contract for ER&R replacement. Vehicles requested are the following. Two (2) F-550 Dump Trucks at \$75,000 ea. maximum. Two (2) F-350 Crew Cabs at \$50,000 ea. maximum. These are budgeted replacement costs.
--

### **IMPORTANT INFORMATION**

Budget information: <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Miscellaneous Fund:   ER&R Replacement
Amount of request: \$250,000
Funding Source (grant, fees, etc.): ER&R Replacement Fund
Will this require a supplemental or emergency budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Process used to acquire the item: (bid, state contract, vendor list, quotes, etc.) State Contract
Other information: <a href="#">Click here to enter text.</a>

### **SIGNITURES/APPROVAL**

Elected Official/ Department Administrator Signature:	
	Date:
Grays Harbor County Commissioner Approval:	
Commissioner Wes Cormier	
Commissioner Randy Ross	
Commissioner Vickie L. Raines	
Attest:	Date:
Was the Contract reviewed by the Prosecutor's Office? (if applicable- if a contract or lease is included) <input type="checkbox"/> YES <input type="checkbox"/> NO        Signature of Deputy Prosecuting Attorney:	
Was the agenda item reviewed by the Budget Director? (req. for all purchases) <input type="checkbox"/> YES <input type="checkbox"/> NO        Signature of Budget Director:	
Was the agenda item reviewed by Central Services? (req. for technology purchases) <input type="checkbox"/> YES <input type="checkbox"/> NO        Signature of Central Services Director:	



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Planning & Building
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Mark Cox
<b>AGENDA ITEM TITLE:</b> .09 Agreement - Port of Grays Harbor - Satsop Business Park
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i>  Request the Board authorize and the Chairman sign of the attached interagency agreement with the Port of Grays Harbor for a power capacity study at the Satsop Business Park. Request amount: \$50,000 from the 310 fund.
<b>FISCAL IMPACT/FUNDING SOURCE:</b>  310 Fund Distressed Area Capital
<b>RECOMMENDED ACTION:</b> Approve the agreement and the Chairman to sign.

---

**[BELOW TO BE COMPLETED BY CLERK OF BOARD]**

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____



## INTERAGENCY AGREEMENT

**THIS AGREEMENT** is made and entered into this day by and between **Grays Harbor County**, a political subdivision of the state of Washington, hereinafter referred to as “**the County**,” and the Port of Grays Harbor, hereinafter referred to as “**the Port**.”

**WHEREAS**, that portion of sales tax monies collected under authority of RCW 82.14.370 to finance public facilities serving economic development purposes are maintained in the County 310 distressed area Capital Improvement Fund established by County Resolution 97-112 and as thereafter amended; and

**WHEREAS**, the purpose of said fund is to assist development of public infrastructure improvements in support of economic development and job creation/retention; and

**WHEREAS**, The Port has need for and requests the County’s financial assistance with a power capacity study at the Satsop Business Park. This study will gather the necessary information to determine the actual cost to provide an additional 40-100 megawatts of power at the business park; and

**WHEREAS**, the County finds such financial assistance to be an appropriate county and municipal purpose and agrees to provide the Port with County 310 distressed area Capital Improvement Fund monies in the sum of fifty thousand dollars (\$50,000.00), subject to the terms and conditions provided herein.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **FUNDING.** The County agrees to provide to the Port the principal sum of fifty thousand dollars (\$50,000.00) solely and exclusively from County 310 distressed area Capital Improvement Funds. Payment of said principal sum shall be made by the County to the Port. The Port shall provide detailed invoices of project-related expenditures on an at-least quarterly basis. The County shall provide reimbursement for expenses within thirty (30) days following invoice receipt. In no event shall the County provide funds except as reimbursement for monies expended by the Port.
2. **PERMITTED USE OF FUNDS.** The Port acknowledges and agrees that all funds received from the County pursuant to this Agreement represent only reimbursement for expenditures made by the Port for the Project. The Port hereby recognizes and expressly agrees that all work funded under the authority of this Agreement is intended to support economic development and job creation/retention.
3. **REPORTING REQUIREMENTS.** The Port shall submit a written report to the County not later than December 31, 2019 documenting its compliance with all conditions specified in this Agreement. The report shall include the current status on job creation and retention related to the Project and documentation verifying that the Project is included in the Port’s Improvement Plan. If the project is not completed by that date, then the Port shall submit a written report to the County not later than December 31, 2019, stating the status of the project and shall thereafter submit a written report to the County annually not later than December 31<sup>st</sup> of each year including the same documentation and requirements until the project has been completed. This report allows the County to fulfill its annual reporting requirement to the State Auditor. All Projects must be completed within twenty-four (24) months of the date the Project was awarded funding.
4. **DURATION OF AGREEMENT.** This Agreement shall be effective on the date the Agreement is signed by both parties hereto and such Agreement is filed with the Auditor or alternatively listed on the Port’s web site as required by RCW 39.34.040. This Agreement shall continue for the duration of the

Project and terminate upon delivery by the Port of all documents required in Section 3 herein above, except as provided in Section 9 below

5. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** The Port shall maintain and keep records of all expenditures and obligations, which accurately reflect the use of the funds provided under this Agreement in accordance with generally accepted accounting principles. The Port shall retain all such records, books, documents, and other material relevant to this Agreement for six (6) years following termination of this Agreement. The Port agrees that such records must be kept current and shall be available to the County, or its designee, for inspection or audit at all reasonable times.
6. **COMPLIANCE WITH LAWS.** At all times in performance of this Agreement, the Port shall comply with all applicable federal, state, and local laws, including federal and state nondiscrimination statutes and regulations. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Washington.
7. **INDEMNIFICATION/HOLD HARMLESS.** The Port shall indemnify and hold harmless the County, its officers, officials, agents and employees and each of them from and against any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the making of the grant herein, other than claims established to be occasioned by the negligence or willful misconduct of the County or its respective officers or employees; any and all claims arising from any act or omission of the Port or any of its agents, servants, employees or licensees, in connection with the grant made hereunder or any facilities expansion project or certification submitted therewith; and all reasonable costs, reasonable attorney fees, or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the County or any of its respective officers, officials, employees, or agents, with respect to which indemnity may be sought hereunder, the Port, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel, and the payment of all expenses related thereto, provided that no settlement of a claim or proceeding against the County shall occur without the written consent of the County. The Port agrees that all of Port's indemnification obligations shall survive the termination, completion, or expiration of this Agreement.
8. **RELATIONSHIP.** In the performance of this Agreement, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, contractors, or associates of one another.
9. **TERMINATION AND RECAPTURE OF FUNDS.** In the event that the Port fails to expend funds within twenty-four (24) months of the date the Project was awarded funding in accordance with the provisions of this Agreement, the County reserves the right in its sole discretion to terminate this Agreement and/or recapture funds provided under this Agreement in an amount equivalent to the extent of the noncompliance. The County's right of recapture shall exist for a period not to exceed six (6) years following expiration or termination of this Agreement. In the event the County is required to institute legal proceedings to enforce the recapture provision, the prevailing party shall be entitled to its costs thereof, including reasonable attorneys' fees.  
If the County awards funds for the purchase of real property or for capital improvements, the Port agrees to use the real property for the purpose for which the Project was funded, for a period of at least fifteen (15) years. Should the Port sell or otherwise cease to use the real property for the Project's purpose, it shall reimburse the County in an amount to be pro-rated from the date of this Agreement.
10. **REIMBURSEMENT OF FUNDS.** In the event that the Washington State Department of Revenue or other state agency determines that the award and use of funds from the County 310 distressed area Capital Improvement Fund is not appropriate and/or is in violation of its use pursuant to the conditions

found in RCW 82.14.370, the Port shall be solely responsible for reimbursement of the funded amount to the County 310 distressed area Capital Improvement Fund or as otherwise directed.

11. **NOTICE.** All official notices required by this Agreement or that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

PORT OF GRAYS HARBOR  
PO Box 660  
Aberdeen, WA 98520  
Attn: Gary Nelson

GRAYS HARBOR COUNTY  
Board of County Commissioners  
100 W. Broadway, Suite 1  
Montesano, WA 98563

The above addresses may be changed by either party by giving written notice to the other in the manner directed herein.

12. **ENTIRE AGREEMENT.** This Agreement contains the complete expression of all terms hereto and any oral representations or understandings not incorporated herein are excluded. This Agreement may be amended, changed, modified or altered only by written instrument signed by both parties hereto.

DATED: 1-3-18

GRAYS HARBOR COUNTY

\_\_\_\_\_  
Randy Ross, Chair, Commissioner

\_\_\_\_\_  
Wes Cormier, Commissioner

\_\_\_\_\_  
Vickie L. Raines, Commissioner

ATTEST:

\_\_\_\_\_  
Jenna Amsbury, Clerk of the Board

PORT OF GRAYS HARBOR

  
Gary Nelson, Executive Director

ATTEST:



## INTERAGENCY AGREEMENT

**THIS AGREEMENT** is made and entered into this day by and between **Grays Harbor County**, a political subdivision of the state of Washington, hereinafter referred to as “**the County**,” and the **City of Aberdeen**, hereinafter referred to as “**the City**”).

**WHEREAS**, that portion of sales tax monies collected under authority of RCW 82.14.370 to finance public facilities serving economic development purposes are maintained in the County 310 distressed area Capital Improvement Fund established by County Resolution 97-112 and as thereafter amended; and

**WHEREAS**, the purpose of said fund is to assist development of public infrastructure improvements in support of economic development and job creation/retention; and

**WHEREAS**, the City has need for and requests the County’s financial assistance with the North Shore Levee project. This project will provide the funding necessary for the City to purchase properties critical to the implementation of the Timberworks Master Plan. The City requests \$500,000 to acquire up to four private parcels. Excess allocation may be used to acquire permanent property easements or other design and construction tasks that are critical to the North Shore Levee project; and

**WHEREAS**, the County finds such financial assistance to be an appropriate county and municipal purpose and agrees to provide the City with County 310 distressed area Capital Improvement Fund monies in the sum of five hundred thousand dollars (\$500,000.00), subject to the terms and conditions provided herein.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **FUNDING**. The County agrees to provide to the City the principal sum of five hundred thousand dollars (\$500,000.00) solely and exclusively from County 310 distressed area Capital Improvement Funds. Payment of said principal sum shall be made by the County to the City. The City shall provide detailed invoices of project-related expenditures on an at-least quarterly basis. The County shall provide reimbursement for expenses within thirty (30) days following invoice receipt. In no event shall the County provide funds except as reimbursement for monies expended by the City.
2. **PERMITTED USE OF FUNDS**. The City acknowledges and agrees that all funds received from the County pursuant to this Agreement represent only reimbursement for expenditures made by the City for the Project. The City hereby recognizes and expressly agrees that all work funded under the authority of this Agreement is intended to support economic development and job creation/retention.
3. **REPORTING REQUIREMENTS**. The City shall submit a written report to the County not later than December 31, 2019 documenting its compliance with all conditions specified in this Agreement. The report shall include the current status on job creation and retention related to the Project and documentation verifying that the Project is included in the City Improvement Plan. If the project is not completed by that date, then the City shall submit a written report to the County not later than December 31, 2019, stating the status of the project and shall thereafter submit a written report to the County annually not later than December 31<sup>st</sup> of each year including the same documentation and requirements until the project has been completed. This report allows the County to fulfill its annual reporting requirement to the State Auditor. All Projects must be completed within twenty-four (24) months of the date the Project was awarded funding.

4. **DURATION OF AGREEMENT.** This Agreement shall be effective on the date the Agreement is signed by both parties hereto and such Agreement is filed with the Auditor or alternatively listed on the City's web site as required by RCW 39.34.040. This Agreement shall continue for the duration of the Project and terminate upon delivery by the City of all documents required in Section 3 herein above, except as provided in Section 9 below
5. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** The City shall maintain and keep records of all expenditures and obligations, which accurately reflect the use of the funds provided under this Agreement in accordance with generally accepted accounting principles. The City shall retain all such records, books, documents, and other material relevant to this Agreement for six (6) years following termination of this Agreement. The City agrees that such records must be kept current and shall be available to the County, or its designee, for inspection or audit at all reasonable times.
6. **COMPLIANCE WITH LAWS.** At all times in performance of this Agreement, the City shall comply with all applicable federal, state, and local laws, including federal and state nondiscrimination statutes and regulations. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Washington.
7. **INDEMNIFICATION/HOLD HARMLESS.** The City shall indemnify and hold harmless the County, its officers, officials, agents and employees and each of them from and against any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the making of the grant herein, other than claims established to be occasioned by the negligence or willful misconduct of the County or its respective officers or employees; any and all claims arising from any act or omission of the City or any of its agents, servants, employees or licensees, in connection with the grant made hereunder or any facilities expansion project or certification submitted therewith; and all reasonable costs, reasonable attorney fees, or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the County or any of its respective officers, officials, employees, or agents, with respect to which indemnity may be sought hereunder, the City, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel, and the payment of all expenses related thereto, provided that no settlement of a claim or proceeding against the County shall occur without the written consent of the County. The City agrees that all of City's indemnification obligations shall survive the termination, completion, or expiration of this Agreement.
8. **RELATIONSHIP.** In the performance of this Agreement, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, contractors, or associates of one another.
9. **TERMINATION AND RECAPTURE OF FUNDS.** In the event that the City fails to expend funds within twenty-four (24) months of the date the Project was awarded funding in accordance with the provisions of this Agreement, the County reserves the right in its sole discretion to terminate this Agreement and/or recapture funds provided under this Agreement in an amount equivalent to the extent of the noncompliance. The County's right of recapture shall exist for a period not to exceed six (6) years following expiration or termination of this Agreement. In the event the County is required to institute legal proceedings to enforce the recapture provision, the prevailing party shall be entitled to its costs thereof, including reasonable attorneys' fees.  
If the County awards funds for the purchase of real property or for capital improvements, the City agrees to use the real property for the purpose for which the Project was funded, for a period of at least fifteen (15) years. Should the City sell or otherwise cease to use the real property for the Project's purpose, it shall reimburse the County in an amount to be pro-rated from the date of this Agreement.

10. **REIMBURSEMENT OF FUNDS.** In the event that the Washington State Department of Revenue or other state agency determines that the award and use of funds from the County 310 distressed area Capital Improvement Fund is not appropriate and/or is in violation of its use pursuant to the conditions found in RCW 82.14.370, the Port shall be solely responsible for reimbursement of the funded amount to the County 310 distressed area Capital Improvement Fund or as otherwise directed.
11. **NOTICE.** All official notices required by this Agreement or that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY OF ABERDEEN  
200 East Market  
Aberdeen, WA 98520  
Attn: Erik Larson, Mayor

GRAYS HARBOR COUNTY  
Board of County Commissioners  
100 W. Broadway, Suite 1  
Montesano, WA 98563

The above addresses may be changed by either party by giving written notice to the other in the manner directed herein.

12. **ENTIRE AGREEMENT.** This Agreement contains the complete expression of all terms hereto and any oral representations or understandings not incorporated herein are excluded. This Agreement may be amended, changed, modified or altered only by written instrument signed by both parties hereto.

DATED: \_\_\_\_\_

**GRAYS HARBOR COUNTY**

**CITY OF ABERDEEN**

\_\_\_\_\_  
Randy Ross, Chair, Commissioner

\_\_\_\_\_  
Erik Larson, Mayor

\_\_\_\_\_  
Wes Cormier, Commissioner

ATTEST:

\_\_\_\_\_  
Vickie L. Raines, Commissioner

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jenna Amsbury, Clerk of the Board



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Utilities and Development
<b>DIVISION:</b> <i>(if applicable)</i>
<b>SUBMITTER:</b> Mark Cox
<b>AGENDA ITEM TITLE:</b> Interagency Agreement - City of Aberdeen - North Shore Levee
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i> The attached agreement with the City of Aberdeen will provide up to \$500,000 to purchase properties that are necessary to the North Shore Levee project. This project was included in the 2019 Budget. We request the Board approve and sign the agreement.
<b>FISCAL IMPACT/FUNDING SOURCE:</b>  310 Fund
<b>RECOMMENDED ACTION:</b> Approve and Sign the Agreement.

---

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



**PURCHASE REQUEST****DEPARTMENT: SHERIFF**

Date: 01-15-2019

Item to be purchased: Vehicles

**EXPLANATION OF REQUEST**

Authorization to make vehicle leasing order .

**IMPORTANT INFORMATION**Budget information: ☒ General Fund ☐ Miscellaneous Fund: To be determined by the BOCC.

Amount of request: Approximately \$187,780.00

Funding Source (grant, fees, etc.):

Will this require a supplemental or emergency budget? ☒ YES ☐ NO Request has been made, see memo attached

Process used to acquire the item: (bid, state contract, vendor list, quotes, etc.)

Existing contract with Enterprise vehicle leasing.

Other information: [Click here to enter text.](#)**SIGNITURES/APPROVAL**

Elected Official/ Department Administrator Signature:	
	Date:
Grays Harbor County Commissioner Approval:	
Commissioner Wes Cormier	
Commissioner Randy Ross	
Commissioner Vickie L. Raines	
Attest:	Date:
Was the Contract reviewed by the Prosecutor's Office? (if applicable- if a contract or lease is included)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Deputy Prosecuting Attorney:
Was the agenda item reviewed by the Budget Director? (req. for all purchases)	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Budget Director:
Was the agenda item reviewed by Central Services? (req. for technology purchases)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Central Services Director:

DEPARTMENT OF MANAGEMENT SERVICES  
MARILYN LEWIS, HR / Budget Manager  
BRENDA SHERMAN, Budget Director



DEPARTMENT OF CENTRAL SERVICES  
GARY MAWHORTER, Director

# GRAYS HARBOR COUNTY

STATE OF WASHINGTON

100 West Broadway, Suite 32  
Montesano, Washington 98563  
Phone (360) 249-4144 Fax (360) 249-5669

January 9, 2019

TO: Board of County Commissioners

RE: Purchase authorization - Sheriff

The Sheriff has made a request for \$187,780 additional 2019 budget for this purchase. This item was included in his 2019 budget request as an over the baseline amount which was removed by the Board during the budget balancing process.

If you have any questions or need additional information, please let me know.

Sincerely,

Brenda Sherman  
Budget Director

Attachment

2019 Sheriff Office Emergency Budget Request  
1/8/2019

Fund	Line Item	Title	Detail	Fund Total	Notes
001.000.019	523.90.13.00	Salaries-Food Service	\$ (36,400.00)		
	523.90.21.00	Benefits-Food Service	\$ (6,500.00)		
	523.90.31.01	Supplies-Food	\$ (194,541.00)		Change in Food Service; \$1.67/meal*3 meals a day*160 population*365 days a year
	523.90.35.00	Small Tools	\$ (600.00)		
	523.90.41.00	Kitchen Contractual Services	\$ 292,584.00	\$ 54,543.00	
001.000.031	518.30.41.10	Prof Services - security	\$	10,950.00	Cost increase 8% per state contract
001.000.032	521.22.45.00	Car Rental	\$	187,780.00	New vehicle leases for 2019
Total Request:				\$ 253,273.00	

# GRAYS HARBOR COUNTY

Expenditure Assumptions Over/Below Baseline

## 2019 Budget Schedule B1

ALL EXPENDITURES - Subsidiary Schedule

### Fund: 001-000-032 Sheriff

Bars No	Account Title	\$ Estimate	Explanation For Over And Below The Baseline
521.10.21.00	Personnel Benefits	(\$7,721)	Per Schedule D
521.10.42.10	Communications - Central Services	(\$210)	No longer paid from fund 032
521.10.45.50	Vehicle Rental - ER&R Admin	\$5,338	Two vehicles per ER&R rates
521.21.21.00	Personnel Benefits	(\$3,394)	Per Schedule D
521.21.45.50	Vehicle Rental - ER&R -	(\$3,887)	4 vehicles per ER&R rates
521.22.21.00	Personnel Benefits	(\$22,383)	Per Schedule D
521.22.31.00	Supplies - Patrol	\$23,000	Replace 10 portable radios @ \$2,300 each
521.22.45.00	Car Rental	\$200,000	Continue 10 leases; replace 10 more vehicles per long term plan
521.22.45.50	Vehicle Rental - ER&R - Patrol	\$31,157	35 vehicles per ER&R rates
521.23.21.00	Personnel Benefits	\$305	Funded by WTSC grant
521.28.14.00	Patrol Overtime - Boating Safety	(\$3,744)	Funded by Vessel Registration Fees 336.00.84.00
521.80.21.00	Benefits - Evidence Tech	(\$434)	Per Schedule D
522.20.41.00	Dispatch Services E911 *New	\$343,000	
522.20.51.00	Dispatch Services E911	(\$310,469)	Code changed to 522.20.41.40; estimate 10% increase
		<b>\$250,558</b>	



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

**DEPARTMENT:** Sheriff

**DIVISION:**

*(if applicable)*

**SUBMITTER:** Rane Farmer

**AGENDA ITEM TITLE:** OffenderWatch Mobile Application

**EXPLANATION OF REQUEST:** *(include dates, important information and summary)*

Additional functionality and services to be delivered in addition to the existing OffenderWatch application which our agency currently utilizes. OffenderWatch Mobile Application requires the presence of OffenderWatch and an active valid database of offenders.

**FISCAL IMPACT/FUNDING SOURCE:**

\$525 a year out of the Sheriff's budget.

**RECOMMENDED ACTION:**

Give permission to the Sheriff's office to sign the agreement.

---

***[BELOW TO BE COMPLETED BY CLERK OF BOARD]***

BOCC ACTION:

- ☐ APPROVED  
☐ DENIED  
☐ TABLED/DEFERRED/NO ACTION TAKEN  
☐ CONTINUED TO DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TIME: \_\_\_\_\_  
☐ OTHER \_\_\_\_\_

## **OffenderWatch Mobile Application: DELIVERABLES and INVESTMENT for the Grays Harbor Sheriff's Office**

Software included: additional functionality and services to be delivered in addition to the existing OffenderWatch® application which the agency currently utilizes. OffenderWatch Mobile Application requires the presence of OffenderWatch® and an Active, valid database of offenders.

**Services included:** – includes unlimited users from the authorized agency, user training, Help Desk support, software maintenance, continuous software upgrades as they are made available. Unlimited users do not extend to partner agencies of the licensed OffenderWatch agency.

### **Mobile Application Process and Deliverables: Please see current datasheet and Quick Start guide for latest specifications**

- Upon startup, Watch Systems will enable identified users from the agency with requested rights, to access to the Mobile Application, whereby authorized users, via their own supplied supported device, may then access the OffenderWatch Mobile application via the internet. Watch Systems will also assure agency has at least one "address-verification" cycle enabled to support mobile device updates
- Agencies must provide their own mobile devices from the list of supported devices and operating systems, and internet/data services which are not included in this agreement.
- Agency must be a current OffenderWatch client with a valid, active data base in order to utilize OffenderWatch Mobile Application
- Agency will be able to search for and display offenders by name, together with basic data from the offender's record, update verified date, verified-by, and upload a new photo. If agency has address-verification cycles enabled and established for the offender, the user may update the cycle based on the verification being performed
- Agency can perform a radial search by entering an address or obtaining location by GPS and searching for offenders within a designated radial of the address – agency may then select an offender from the list for viewing or updating their verification data
- Additional features and functions will be enabled and made available over time – updates occur automatically as user logs in to OffenderWatch Mobile.

**Investment:** Mobile Application is provided at \$525/yr for the authorized agency with support for unlimited users. Setup assistance, user training and continuing software updates is included. Partner agencies of the OffenderWatch licensed agency (such as PD's, DA, Probation and Parole, etc.) may be granted an OffenderWatch Mobile sublicense for \$525/yr. each per agency.

### **IMPLEMENTATION TIMELINE**

Approximately 10 Days or less from start of agreement

### **PAYMENT AND BILLING TERMS**

We will invoice you for the Mobile Application and payment is due upon receipt.

### **TERMS OF AGREEMENT**

Annual Renewing Internet Access and Services Agreement – billed 12 months in advance.

Richard R. Scott  
Print Name

Sheriff  
Position

Authorized Signature

Date

360-249-3711

Phone Number

Grays Harbor Sheriff's Office



**GRAYS HARBOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA COVER SHEET**

MEETING DATE  
1/15/2019 1:00:00 PM

<b>DEPARTMENT:</b> Sheriff / Courthouse Security
<b>DIVISION:</b> Courthouse Security <i>(if applicable)</i>
<b>SUBMITTER:</b> Rane Farmer
<b>AGENDA ITEM TITLE:</b> Courthouse Security Contract
<b>EXPLANATION OF REQUEST:</b> <i>(include dates, important information and summary)</i> To provide guard services for Grays Harbor County Courts. One year Contract with an increase of 8 percent.
<b>FISCAL IMPACT/FUNDING SOURCE:</b> Courthouse Security - \$10,950 additional – 8 percent increase
<b>RECOMMENDED ACTION:</b> Sign attached agreement.

*[BELOW TO BE COMPLETED BY CLERK OF BOARD]*

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____



**Pierce County Security, Inc**  
**Pacific Coast Security**  
P.O. Box 958, Tacoma, WA 98401, Fax 253/535-0747

Pierce County 253-535-4433  
Thurston County 360-754-1708  
King County 800-773-4432  
Western Washington 800-773-4432

Client Number
---------------

Car Number: \_\_\_\_\_ Key Number: \_\_\_\_\_ Date: January 1, \_\_\_\_\_ 20 19

Customer: GRAYS HARBOR COUNTY  
Location of Service: SUPERIOR COURT, DISTRICT COURT AND JUVENILE COURT  
Phone: \_\_\_\_\_  
Billing Address: Grays Harbor County Commissioners  
100 West Broadway, Ste. #1, Montesano, WA 98520  
Phone: \_\_\_\_\_

Customer desires to have Pierce County Security, Inc. / Pacific Coast Security (PCS) provide guard and/or patrol services as described below for the premises indicated above. In consideration of the monthly fee to be paid to PCS, PCS agrees to provide the following services:

Provide security services as directed by the client. Term of Agreement from January 1, 2019 to December 31, 2019, with rates to be negotiated in mid-year for the 2020 budget year.

- Walk through Metal Detector \$100.00 per unit, per month. If new Detectors are assigned at request of Grays Harbor County (but not due to unit malfunction/damage) PCS reserves the right to negotiate this rate
- Hand held Metal Detectors \$7.50 per unit, per month

<b>Patrol Rates:</b>	Alarm: _____	Day, Wknd, Hol: _____	Nightly: _____	Monthly: _____
<b>Guard Rates:</b>		<b>Supervisor Rates:</b>	<b>Equipment Rates:</b>	
Regular	Overtime	Regular	Overtime	
\$20.75	\$31.12	\$	\$	\$ *See above

Holidays: New Year's Day, Independence Day, Thanksgiving, Christmas Day, Memorial Day, President's Day, Labor Day, and other:

PCS is fully licensed and authorized to provide guard, patrol and other related security services and maintains bonding and general liability insurance in accordance with all governmental laws and regulations.

By signing this contract, Client hereby authorizes PCS and its employees and agents to come upon, travel across and enter the premises for the purpose of carrying out security duties. Client further authorizes employees and agents of PCS to take whatever actions are reasonable and necessary in the performance of their security duties

This agreement shall be for a period of at least 12 Months.

This agreement may be terminated by Client giving 30 Days written notice.

The monthly charge for security services shall be paid by client to PCS as follows:

( ) upon receipt of invoice

(x) by the last day of each month or net 30 days.

Interest shall accrue at 1.5% per month on all unpaid balances.

If the Client breaches this agreement, Client shall pay all attorney's fees and costs for collection to enforce this agreement, whether or not legal action is initiated. If litigation is necessary, it is agreed that the venue of the court will be within Thurston County

Name of Person to Notify in Case of Emergency  
Ed McGowan, Deputy Director of Courthouse Security

Phone Numbers  
360-581-1182 cell  
360-249-3179 home

Authorized Agent of Client

PCS Authorized Agent

Signature, by signing I certify that I have read, understand, and agree to the terms and conditions described on the front and back of this document

Signature, by signing I certify that I have read, understand, and agree to the terms and conditions described on the front and back of this document

Randy Ross  
Printed Name  
Chairman / Commissioner  
Position / Title

Robert S. McPherson, CPP  
Printed Name  
Contracts Administrator  
Position / Title

**BILLING AND PAYMENT**

1. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be sent in writing by the client to PCS within seven (7) days from the date of client's receipt of invoice, setting forth the nature of the dispute and including all supporting documentation, or it shall be deemed waived by the Client. Client agrees to pay a late fee of 1.5% per month on any part thereof, plus all collection and attorney fees and costs which may be incurred by PCS in the collection of any invoice(s) not paid pursuant to the terms of this Agreement.

**CANCELLATION DUE TO NON-PAYMENT**

2. Notwithstanding anything to the contrary herein, PCS may terminate this agreement at any time after oral or written notice to Client's last known address effective on date of mailing, due to Client's failure to pay any Monies due hereunder, or if at anytime during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client's property. In such an event client agrees to pay, as liquidated damages, a sum equal to the amount for services rendered by PCS during the thirty-day period immediately preceding the notice provided in this paragraph.

**RATE CHANGE**

3. The rate quoted herein will remain in effect until the anniversary date of this agreement. However, the rate may be changed prior to the Agreement anniversary date, in the event of any change in federal, state or municipal legislation, regulation, administrative ruling or collective bargaining agreement affecting any change in work hours, pay rates, working conditions or the cost of performing this Agreement. If there is to be an increase in the charges hereunder during the term of this agreement, PCS shall notify Client in writing of the change and the effective date of the change. Client has the right to terminate the Agreement with fifteen (15) days written notice to PCS if client does not agree with the rate change.

**AGREEMENT RENEWAL**

4. Unless otherwise noted, it is agreed upon by both parties that this Agreement shall be in full force and effect for a period of one year from the date hereof and shall renew for like periods unless either party terminates this agreement at any time upon thirty (30) days' prior written notice to the other party.

**PCS IS NOT AN INSURER**

5. It is agreed and understood by the Client that the security services provided hereunder can only provide a degree of security resulting from the reasonable efforts of PCS to carry out mutually agreed security procedures. Client further understands and agrees that PCS is not providing absolute or maximum security and that PCS is not an insurer. Any and all amounts payable to PCS under this Agreement are based solely upon the value of the services rendered and are unrelated to the value of Client's property. PCS is not responsible for any loss by reason of theft, vandalism, or any other act which is not directly or partially caused by an agent or employee of PCS.

Client understands that the services furnished under this agreement shall be in conformity with practices which are generally current in the security industry. The parties agree that PCS does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss. PCS's responsibility is solely limited to providing physical security services and PCS has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. PCS shall obtain provide and maintain at its own expense during the term of this agreement, General Liability Insurance, not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate. The County, its Board, officers, agents and employees shall be included as Additional Insureds. PCS shall provide certificates of insurance to County as evidence of the insurance coverage required. PCS shall maintain for the duration of the contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the Work hereunder by PCS, its agents, representative's, employees or sub consultants. PCS shall maintain automobile insurance covering bodily injury and property damage for all activities of PCS arising out of or in connection with Work to be performed under this Agreement in an amount not less than \$1,000,000 combined single limit for each accident.

**REASONABLE EFFORTS TO PERFORM SERVICES**

6. Client agrees and understands that PCS will make all reasonable efforts to provide the services described in this agreement according to the specified schedule. However, Client recognizes that unforeseen events such as accidents, breakdowns, inclement weather conditions, natural disasters, emergencies at other PCS client premises or other circumstances beyond PCS's control may prevent guard service and patrols from being made in exact accordance with the time schedule. PCS agrees that Client shall not be charged for services not provided.

**CLIENT ALARM SYSTEMS**

7. In the event customer's premises are protected by an alarm system.  
A. If Client contacts PCS to respond to an alarm, PCS cannot guarantee any minimum response time, but will respond In a reasonable and efficient manner when notified.  
B. In checking or inspecting the Client's premises after responding to an alarm, PCS, Its agents or employees, will take whatever actions which would be taken by a reasonable person, under similar circumstances, and it will be judged by that standard.  
C. PCS shall not be responsible for payment of any charges assessed by law enforcement authorities for responding to false alarms.

**LIABILITY FOR LOSS OF KEYS**

8. PCS will endeavor to maintain key control within industry standards. If Client's keys are lost or stolen, the limit of liability payable to the Client by PCS shall not exceed \$500.00.

**CLIENT INDEMNITY AGREEMENT**

9. MUTUAL INDEMNIFICATION (limited to claims arising from negligence and willful misconduct). Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this contract. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor.

**CLIENT WILL NOT HIRE PCS EMPLOYEES**

10. Except as provided in this agreement, Client agrees that it will not directly or indirectly hire or employ any PCS employee currently employed by PCS and within one (1) year following the last day on which PCS employed such person nor within one (1) year following the termination of this agreement. PCS is not an employment agency and has expenses in recruiting, training and licensing of its employees. Any breach of such provision shall result in a payment by the client to PCS of \$2,000.00 for each employee and \$3,000.00 for each supervisor so employed.

**CLIENT ASSUMES RESPONSIBILITY, IF CLIENT GIVES INSTRUCTION**

11. The security officers furnished by PCS shall perform such services as agreed upon by PCS and Client. If the Client alters any instructions or directions given by PCS to any security officers or if the Client assumes any supervision or direction of the security officers, the Client may be liable for any and all losses, claims, expenses or damages arising from or relating to the actions or omissions of such security officers as they directly relate to the supervision/direction by the Client.

**PCS ALLOWED ACCESS TO PCS EQUIPMENT**

12. Any and all property, equipment, supplies and materials furnished by PCS hereunder and placed at or on any of the sites described on the reverse side of this agreement shall remain the property of PCS, and PCS shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.

**CLIENT EMERGENCY**

13. Provided, however, that in the event of the occurrence of a strike, lockout, other labor trouble or an emergency situation (the "Emergency") at any of the sites at which PCS personnel will be performing services hereunder, the Client shall promptly meet with PCS to evaluate the scope, extent and costs of any additional security services which may be required as a result of the Emergency. If the Client and PCS cannot reach agreement on the provision of additional security services during the Emergency, and PCS in its sole judgment determines that the Emergency poses a threat to the safety of PCS personnel, PCS may, upon immediate oral or written notice to the Client, remove its personnel from any and all of the sites at which PCS is providing services hereunder and terminate this Agreement, in whole or in part, without liability.

**CLIENT EMERGENCY PHONE NUMBER LIST**

14. Client agrees to provide PCS with the names and phone numbers of persons to be contacted in case of an emergency. It is the responsibility of the Client to update the emergency information and to keep it current. Further, it is the Client's responsibility to inform PCS of any changes affecting the protected premises. Client agrees that PCS shall not be responsible for any loss or damage which is caused by Client's failure or inability to notify PCS of changes concerning the client's premises or to update emergency information.

**CLIENT IS RESPONSIBLE FOR INSURANCE OF THEIR OWN VEHICLES**

15. In the event PCS employees are requested or required to use client vehicles in the performance of their duties, such vehicles shall be fully insured by the Client and Client assumes any and all liability for any injury to person or damage to property resulting from the use of Client vehicles, unless such injury or damage is due to the negligence or actions of the PCS employee, and/or unless other arrangements have been made in writing and are agreed upon by PCS and Client.

**CLIENT IS RESPONSIBLE FOR HAZARDOUS MATERIALS**

16. Client agrees to assume full liability for and maintain adequate insurance coverage for bodily injury or property damage resulting from "Hazardous Materials" which includes, but is not limited to radioactive, toxic or explosive properties.

**PCS IS AN EQUAL OPPORTUNITY EMPLOYER**

17. PCS is an Equal Opportunity Employer and does not discriminate in the hiring, promotion or enforcement of its policies and procedures on the basis of race, color, creed, sex, age, marital status or national origin, and complies with all known pertinent laws, Executive Orders and regulation.

**DEFAULT**

18. Not withstanding anything to the contrary herein, PCS and/or Client may terminate this agreement at anytime after oral or written notice to the other party due to unsafe working conditions, breakdown in relations between the management staffs of PCS and the Client, or due to misrepresentation or illegal activities on the part of the Client or PCS.

**THIS AGREEMENT SUPERSEDES PRIOR AGREEMENTS**

19. This Agreement supersedes any and all prior Agreements, oral or written, between the parties. No other agreement or representations, oral or written, have been made by PCS. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party. The parties agree that there are no third party beneficiaries to this Agreement.

**AGREEMENT LEGALITY**

20. It is agreed by and between the Client and PCS that if any terms or provisions of this Agreement shall be determined to be invalid or Illegal, all the remaining terms and provisions shall remain In full force and effect.

**AGREEMENT TO CORRESPONDENCE**

21. Client and PCS agree that all contracts, correspondence, addendum, and other written material transmitted by Mail, Fax, e-mail, and/or any other means of commonly accepted communications shall be legally binding upon both parties.

**ACCEPTANCE OF AGREEMENT**

22. This Agreement will, in its entirety, be binding and in full force upon the date of the last-executed signature.