BOARD OF MASON COUNTY COMMISSIONERS  
DRAFT BRIEFING MEETING AGENDA  
411 North Fifth Street, Shelton WA 98584  
Week of February 6, 2017

Monday, February 6, 2017

Commission Chambers

9:00 A.M. Executive Session – RCW 42.30.110 (1)(i) Litigation

9:30 A.M. Support Services – Frank Pinter

10:30 A.M. BREAK

10:45 A.M. Community Services – Dave Windom

11:15 A.M. Public Works – Jerry Hauth/Melissa McFadden
Utilities & Waste Management

Commissioner Discussion – as needed

BREAK – NOON

2:00 P.M. Planning Advisory Commission Interviews

3:45 P.M. Support Services – Frank Pinter

Commissioner Discussion – as needed

Tuesday, February 7, 2017

Commission Chambers

11:00 A.M. Thurston Mason Behavioral Health Organization – Mark Freedman & Joe Avalos

Briefing Agendas are subject to change, please contact the Commissioners’ office for the most recent version.
Last printed 02/02/17 at 2:10 PM
If special accommodations are needed, contact the Commissioners' office at ext. 419, Shelton #360-427-9670; Belfair #275-4467, Elma #482-5269.
In the spirit of public information and inclusion, the attached is a draft of information for Commissioner consideration and discussion at the above briefing.

This information is subject to change, additions and/or deletion and is not all inclusive of what will be presented to the Commissioners.

We have changed the packet format so that it is an interactive document. Please click on the agenda item which then takes you to the cover sheet of that section in the document. To get back to the agenda, hit your "home" key on the keyboard.

Please see draft briefing agenda for schedule.
MASON COUNTY COMMISSIONER BRIEFING ITEMS FROM SUPPORT SERVICES
February 6, 2017

- **Specific Items for Review**
  - Resolution enclosed authorizing Support Services to voucher the cell phone bills from all departments, pursuant to the Cell Phone Policy – Diane
  - Parks & Trails Advisory Board applicants - schedule interviews? – Diane
  - Scope of Work for Economic Development Council contract - Frank
  - 2017 Budget Supplement request - Frank
  - Vehicle Take Home Policy – Jenifer
  - Capital Asset Policy - Jenifer
  - Johnson Controls has requested a briefing - Frank
  - Status of Little League World Series event @ MCRA – Frank/Jeff

- **Commissioner Discussion**
RESOLUTION NO.__________

A resolution authorizing Support Services Department to pay all County Cellular Telephone Bills excluding the Sheriff's Office

WHEREAS, RCW 36.32.120 states "...the board of county commissioners...have the care of the county property and the management of the county funds and business..."

WHEREAS, the Mason County Commissioners adopted Resolution No. 102-16, implementing a Cellular Telephone Policy that states Support Services will voucher payment from the individual departmental budgets;

WHEREAS, it is necessary to authorize Support Services to voucher the cellular telephone bills from the individual departmental budgets;

NOW THEREFORE, the Mason County Board of Commissioners does hereby resolve that Support Services shall have the authority to pay all cellular telephone bills for all Mason County Departments from the individual departmental budgets, excluding the Sheriff's Office, pursuant to Chapter 16.8 of the Mason County Cellular Telephone Policy.

Approved this 14th day of February, 2017.

ATTEST:

Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:

Tim Whitehead, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Kevin Shutty, Chair

Terri Jeffreys, Commissioner

Randy Neatherlin, Commissioner

C: All Mason County Departments
MASON COUNTY
BRIEFING ITEM SUMMARY FORM

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ITEM: Review of the Take-Home Vehicle Policy.

EXECUTIVE SUMMARY:
Discussion of the Take-Home Vehicle Policy, review of the notifications sent to the employees.

BUDGET IMPACTS: None

RECOMMENDED OR REQUESTED ACTION: None

ATTACHMENTS:
ITEM: Update on the status of the Asset Contract for Land & Property.

EXECUTIVE SUMMARY:
Discussion regarding the Asset Contract for Land & Property.
Discussion regarding funding of Contract.

BUDGET IMPACTS: $25,000.00

RECOMMENDED OR REQUESTED ACTION: None

ATTACHMENTS: None
TO: BOARD OF MASON COUNTY COMMISSIONERS

FROM: Debbie Riley

DEPARTMENT: Community Services – EH section

BRIEFING DATE: February 6, 2017

PREVIOUS BRIEFING DATES: February 1, 2016

ITEM: Proposed adjustment to the Hood Canal #6 Shellfish Protection District map adopted on February 9, 2016.

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions): At the first meeting of the Hood Canal #6 Shellfish Protection District committee several citizens voiced concerns that the suggested map provided by the State Department of Health Shellfish program was not accurate. As a result, Mason County Environmental Health staff ground truthed and mapped all of the surface water in the drainage. As a result of that work an accurate map was drawn and taken to the committee. They were appreciative of the work that was done and of the accuracy of the map and supported bringing it forward to the Commissioners to have the map updated.

BUDGET IMPACTS: No additional budget impacts at this time. Work is being completed under an Environmental Protection Agency National Estuaries Program grant.

RECOMMENDED OR REQUESTED ACTION: To accept the changes to the original Hood Canal #6 Shellfish Protection Grant as supported by the advisory committee in response to the field work performed by Environmental Health staff.

ATTACHMENTS: The map illustrating the original map and the proposed revision.
MASON COUNTY
BRIEFING ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS
FROM: David Windom
DEPARTMENT: Community Services
EXT: 260

BRIEFING DATE: February 6, 2017

PREVIOUS BRIEFING DATES: None
(If this is a follow-up briefing, please provide only new information)

ITEM: Place on February 14, 2017 Action Agenda a Notice of Hearing for March 14, 2017 to consider the proposed amendments to Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120 Permitted Uses, and Section 17.12.160 Additional Development and Design Criteria; & Chapter 17.23, Mixed Use Zoning Districts In The Belfair UGA, Section 17.23.010 “FR” Festival Retail District Purpose, And Section17.23.020 Allowed Uses

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions):
Both the Allyn and Belfair Urban Growth Areas have a mixed use zone that allows for residential development together with commercial uses, provided it is located in the upper floors of any building project. This restriction that prohibits any single building within the District to be completely residential in use has created unforeseen obstacles in its actual application. The crux of the problem appears to be in the securitizing of mortgages for these buildings, leaving development hindered by these zoning restrictions. In an effort to remedy these difficulties and make for reasonable and feasible development in the County’s urban growth areas, this proposal seeks to remove the current limitations on residential uses.

The Planning Advisory Commission held public hearings on October 17, 2016, November 21, 2016, and January 23, 2017 to consider the proposed amendments subject to this Report. Recommendations from the Commission included revising the residential use to multi-family only, and removing any allowance for single family residences or anything less than four dwelling units. The strategy here is to prevent residential development that is inconsistent with a more urbanized blend with commercial uses. Multi-family housing brings an increase population in a smaller area increasing urban density levels and increasing economic activity for the surrounding businesses.

BUDGET IMPACTS: None

RECOMMENDED OR REQUESTED ACTION: Place on February 14, 2017 Action Agenda a Notice of Hearing for March 14, 2017 to consider the proposed amendments to the Village Commercial District in the Allyn Urban Growth Area and Festival Retail District in the Belfair Urban Growth Area.

ATTACHMENTS: Staff Report

Briefing Summary 2/1/2017
Notice of Hearing

NOTICE IS HEREBY GIVEN that the Board of Mason County Commissioners will hold a public hearing at the Mason County Courthouse Building 1, Commission Chambers, 411 North Fifth Street, Shelton, WA 98584 on Tuesday, March 14, 2017 at 9:30 A.M.

SAID HEARING will be to consider amendments to Chapter 17.12, Commercial Zoning Districts in the Allyn UGA, Article I, Village Commercial District, Section 17.12.110, Purpose, Section 17.12.120 Permitted Uses, and Section 17.12.160 Additional Development and Design Criteria; & Chapter 17.23, Mixed Use Zoning Districts In The Belfair UGA, Section 17.23.010 “FR” Festival Retail Distinct Purpose, And Section 17.23.020 Allowed Uses.

If you have any questions, please contact David Windom, MSHS, Director, Mason County Department of Community Services, at (360) 427-9670, Ext. 260. If special accommodations are needed, please contact the Commissioners’ office, (360) 427-9670, Ext. 419.
RESIDENTIAL USE RESTRICTIONS IN URBAN MIXED USE DISTRICTS

ALLYN URBAN GROWTH AREA
CHAPTER 17.12 - Commercial Zoning Districts in the Allyn UGA
VILLAGE COMMERCIAL, §17.12.110, 17.12.120 AND 17.12.160

BELFAIR URBAN GROWTH AREA
CHAPTER 17.23 - Mixed Use Zoning Districts in the Belfair UGA
FESTIVAL RETAIL, §17.23.010 AND 17.23.020

STAFF CONTACT
Barbara A. Adkins, AICP
Ext #286

SUMMARY OF PROPOSAL
Proposed amendments to the Village Commercial District in the Allyn Urban Growth Area and the
Festival Retail District of the Belfair Urban Growth Area with respect to residential uses. The
current regulations require that any residential use in either of those districts be located only on the
upper floors; no ground floor residences are permitted.

FIRST REVIEW
The Planning Advisory Commission held a public hearing on October 17, 2016 to consider the
proposed amendments subject to this Report. Recommendations from the Commission included
revising the residential use to multi-family only, and removing any allowance for single family
residences or anything less than four dwelling units. The strategy here is to prevent residential
development that is inconsistent with a more urbanized blend with commercial uses. Multi-family
housing brings an increase population in a smaller area increasing urban density levels and
increasing economic activity for the surrounding businesses.

ANALYSIS
During the update process of the Mason County Comprehensive Plan, several items outside of the
State's mandate have been brought to the attention of both the Staff and the County
Commissioners. Most items not in immediate need of revision are being tabled to a later date in
order to fulfill the County's most current obligations. This subject of this proposal, however, is one
that has warranted a separate update track for expediting purposes.
...types of auto-oriented uses), eating and drinking places, hotels and motels, personal service uses, civic and educational uses, and special events (including a farmers' market). Professional offices and residential uses are permitted on upper floors to add vitality to the area and support businesses.

§17.23.020
(25) Jewelry stores;
(26) Locksmiths;
(27) Medical offices, excluding clinics, on upper floors;
(28) Multi-family dwelling units (min 4 du/acre – max 10 du/acre) on upper floors;
(29) Music stores, recordings and instruments;

STATE ENVIRONMENT PROTECTION ACT (SEPA)
This proposed amendment is categorically exempt from SEPA review under WAC 197-11-800(19) "Procedural Actions".

PUBLIC NOTIFICATION
All public meeting notices will be mailed to all parties of interest and posted in accordance with MCC 15.07.030.

SUMMARY AND RECOMMENDATION
Staff would ask that the Planning Advisory Commission recommend approval of this code amendment to the Mason County Board of Commissioners.
NOW THEREFORE, BE IT HEREBY ORDAINED that the Board of Commissioners of Mason County hereby amends the Mason County Code Title 17 (Zoning), Sections 17.12.110, 17.12.120, 17.12.160, 17.23.010, and 17.23.020 with respect residential uses. (See Attachment A)

DATED this ___ day of ___________ 2016.

ATTEST:

__________________________
Clerk of the Board

APPROVED AS TO FORM:

__________________________
Tim Whitehead, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASSNO COUNTY, WASHINGTON

__________________________
Terri Jeffreys, Chair

__________________________
Tim Sheldon, Commissioner

__________________________
Randy Neatherlin, Commissioner
(H) Promote a physical environment through architectural, streetscape and open space improvements that are evocative of the historic and natural character of the community;

(I) Provide shared parking opportunities;

(J) Promote tourist oriented market opportunities including water-related activities.

CHAPTER 17.12 - COMMERICAL ZONING DISTRICTS IN THE ALLYN UGA
ARTICLE I. “VC” – VILLAGE COMMERCIAL DISTRICT
SECTION 17.12.120 – PERMITTED USES

17.12.120 - Permitted uses.

The following uses, subject to applicable licensing and development regulations, shall be allowed outright within the “VC” district:

(1) Alcoholic beverage sales: package stores and wine shops;
(2) Antique shops;
(3) Appliance and communication equipment repair shop and/or sales;
(4) Art galleries and artist studios;
(5) Art and craft supplies, retail;
(6) Vehicle parts store;
(7) Bakery, with on-site sales;
(8) Bicycle shops;
(9) Book stores;
(10) Banks and financial institutions;
(11) Barbers and beauty shops;
(12) Camera shop;
(13) Catering;
(14) Clothing sales and rentals and shoe stores;
(15) Delicatessen;
(16) Dry cleaners and laundries not including laundromats;
(17) Fabric and yarn goods;
(18) Florists;
(19) Food Stores, retail including groceries, bakers, butchers, health, candy;
(20) Furniture stores;
(21) Grocery stores;
(22) Hotels/motels;
(23) Household fixtures including plumbing, lighting, heating/cooling;
(24) Hardware stores;
(25) Hobby shops;
(26) Jewelry store;
(27) Locksmith;
(28) Medical offices, clinics, equipment and services (i.e., labs);
(29) Multi-Family dwelling units (min 4 du/acre – max 10 du/acre)
be no more than six feet in height and shall not obstruct line of sight clearance or safety exiting.

(F) The address of all buildings and individual units shall be displayed on the exterior of the building, including on alley frontages, in a manner that allows for easy identification by the public and emergency response personnel.

(G) Entries. Each building and commercial units within buildings, shall have at least one primary entry on any street frontage unless units with a building share a common entry from which the unit may be accessed during all business hours. Entries shall be clearly defined, oriented to pedestrian travel ways and away from vehicle driveways. Entries shall be provided with weather protection.

(H) Structures shall be located proximate to the street to promote store front display, pedestrian activity and a harmonious streetscape while leaving opportunities to create space between building tells and the public sidewalk for exterior uses, sign displays, exterior seating, landscaping, architectural interest such as cantilevered second stories, canopies and esplanades and to provide locations for public art and information.

(I) All electrical, mechanical and plumbing equipment, including roof equipment, and appurtenances shall be screened from view or otherwise architecturally treated except those required for safety purposes.

(J) Architecture and Aesthetics. (Reserved).

(2) Commercial.
(A) All street doors shall be for pedestrian access only.
(B) Loading Areas. Loading or pick-up of merchandise or materials shall be restricted to alleyways or designated on-site loading areas.
(C) Outdoor Display of Sales of Merchandise. The outdoor sale or display of merchandise, whether on-site or on public property or right-of-way, shall only be allowed as permitted under guidelines approved by the county board of commissioners.
(D) Canopies, signs, balconies and other architectural projections may encroach into the public right-of-way with approval of an encroachment permit by the public works director and when an overhead clearance of a minimum of eight feet is maintained.
(E) Ground floor frontages shall be provided with large framed display windows above a height of three feet so that at least fifty percent of the frontage wall is transparent between a height of three feet and below eight feet.

(3) Residential.
(A) Non-transient residential uses shall be located above the ground floor.
(B) Required residential parking shall be provided on site.

CHAPTER 17.23 – MIXED USE DISTRICTS IN THE BELFAIR UGA
SECTION 17.23.010 – “FR” FESTIVAL RETAIL DISTINCT-PURPOSE

17.23.010 - "FR" Festival retail distinctdistrict—Purpose.
(21) Hotels/motels as long as rooms are on upper floors;
(22) Household specialty shops, including: plumbing, lighting, heating/cooling;
(23) Hardware stores under fifty thousand square feet;
(24) Hobby shops;
(25) Jewelry stores;
(26) Locksmiths;
(27) Medical offices, excluding clinics; on upper floors;
(28) Multi-family dwelling units (min 4 du/acre – max 10 du/acre) on upper floors;
(29) Music stores, recordings and instruments;
(30) Paint and glass shops;
(31) Pharmacies, dispensing;
(32) Photographic studios;
(33) Printing shops, publishing and reproduction;
(34) Professional offices on upper floors;
(35) Radio and television broadcasting stations;
(36) Restaurants, cafes and food stands;
(37) Retail shops not otherwise named which are under five thousand square feet;
(38) Second hand stores and pawn shops;
(39) Sporting goods stores;
(40) Stationary and office supply stores;
(41) Theaters, live stage;
(42) Theaters, motion picture;
(43) Vehicle parts stores.
5.0 CORRESPONDENCE AND ORGANIZATIONAL BUSINESS
(None)

8.0 APPROVAL OF ACTION ITEM

- Request the Board of Commissioners approve and execute the resolution authorizing the Deputy Director/County Engineer or the Engineering and Construction Manager the authority to legally bind Mason County for the sole purpose of requesting federal reimbursement.

- Request the Board authorize the Road Operations & Maintenance/ER&R Manager to sign the Joint Powers Agreement between Mason County and National Joint Powers Alliance (NJPA), to access available contracts for goods and services from NJPA awarded vendors.

- Request the Board approve the Interlocal Agreement with North Mason Regional Fire Authority for equipment or vehicle repairs, maintenance, upfit radio and fueling services.

- Request the Board approve the agreement between Mason County and WSAC to perform barrier assessments of culverts under county roads.

- Request the Board authorize the County Engineer to sign Amendment No. 1 to the Reciprocal Maintenance Agreement between WSDOT and Mason County for providing labor, equipment, and materials on a fully reimbursable basis when available, for roadway maintenance.

9.0 PUBLIC HEARINGS AND ITEMS SET FOR A CERTAIN TIME
(None)

10. OTHER BUSINESS
(None)

DISCUSSION ITEMS:
- (2) temp project accounting positions

Attendees:
Commissioners: Randy Neatherlin, Kevin Shutty, Terri Jeffreys
Public Works: Jerry Hauth, Melissa McFadden, Bart Stepp, Loretta Swanson, Others - list below:
Other Dept.: List below:
Press: List below:
Public: List below:
**MASSON COUNTY**

**BRIEFING ITEM SUMMARY FORM**

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**ITEM:** Signatory authority on reimbursement requests for federally funded transportation projects

**EXECUTIVE SUMMARY:**
Federal grant requirements nationwide have now been consolidated and detailed in 2 CFR 200. Part of the changes included in the CFR is in regards to signature authority on reimbursement requests.

Pursuant to provisions of 2 CFR 200.415(a), to assure that expenditures are proper and in accordance with the terms and conditions of the federal grant award and approved project budgets, annual and final fiscal reports or vouchers requesting payment under a federal award must include a certification signed by an official who is authorized to legally bind Mason County.

In order to meet the provisions of 2 CFR 200.415(a), the Mason County positions listed on the resolution need to be given authority to sign, as necessary, federal grant award related fiscal reports and reimbursement requests.

**RECOMMENDED OR REQUESTED ACTION:** Recommend the Board of Commissioners approve and execute the resolution authorizing the County Engineer or the Engineering and Construction Manager the authority to legally bind Mason County for the sole purpose of requesting federal reimbursement.

**Attachment:** Resolution

*Briefing- Fed Funding Sig Authority.doc*
RESOLUTION NO.

IN THE MATTER OF DELEGATING SIGNATORY AUTHORITY TO LEGALLY BIND
MASON COUNTY FOR THE SOLE PURPOSE OF REQUESTING FEDERAL
REIMBURSEMENT

WHEREAS, the County Engineer or Engineering and Construction Manager have been duly
appointed by the Board of County Commissioners; and,

WHEREAS, the Federal Highway Administration, through the State authorizes federal transportation
funding to Mason County for transportation projects; and,

WHEREAS, the Code of Federal Regulations, 2 CFR 200.415(a) has been revised to ensure that final
fiscal reports or vouchers requesting payment under Federal agreements must include a certification, signed by
an official who is authorized to legally bind the non-Federal Agency; and,

WHEREAS, in order to seek timely reimbursement for proper expenditures related to the Federally
funded grant projects, the Board of County Commissioners delegates to the person appointed as the County
Engineer or Engineering and Construction Manager the authority to legally bind Mason County solely for the
purpose of requesting Federal Grant reimbursement;

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the person
duly appointed as the County Engineer or Engineering and Construction Manager shall be authorized to sign
all grant reimbursement vouchers for grant funded transportation projects on behalf of Mason County to certify
the following:

2 CFR 200.415(a):
"By signing this report, I certify to the best of my knowledge and belief that the report is true,
complete, and accurate, and the expenditures, disbursements and cash receipts are for the
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware
that any false, fictitious, or fraudulent information, or the omission of any material fact, may
subject me to criminal, civil or administrative penalties for fraud, false statements, false
claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and
3801-3812)."

Dated this _____ day of ______, 2017.

ATTEST:

MELISSA DREWRY, Clerk of the Board

APPROVED AS TO FORM:

TIM WHITEHEAD, Chief DPA

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

KEVIN SHUTTY, Chair

TERRI JEFFREYS, Vice Chair

RANDY NEATHERLIN, Commissioner
### MASON COUNTY
### BRIEFING ITEM SUMMARY FORM

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#### EXECUTIVE SUMMARY:
NJPA serves as a municipal contracting agency for government and education agencies. NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

#### Budget Impacts:
Membership is at no Cost or obligations to the County.

#### RECOMMENDED OR REQUESTED ACTION:
Recommend the Board authorize the Road Operations & Maintenance/ER&R Manager to execute the Joint Powers Agreement between Mason County and National Joint Powers Alliance (NJPA), to access available contracts for goods and services from NJPA awarded vendors.

#### Attachments:
Agreement
NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and __________________ (hereinafter referred to as "Governmental Unit").

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a “Joint Exercise of Powers Agreement” for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.

2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.

3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.

4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.
8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.

10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

**Governmental Unit**

By ____________________________

AUTHORIZED SIGNATURE

Its ____________________________

TITLE

DATE

**National Joint Powers Alliance®**

______________________________

AUTHORIZED SIGNATURE

______________________________

TITLE

DATE
GOVERNMENTAL UNIT INFORMATION
Indicate an address to which correspondence may be delivered.

Name* ____________________________
Address* ____________________________
City, State, ZIP code* ____________________________
Employer Identification Number ____________________________
Contact person* ____________________________
Title* ____________________________
E-mail* ____________________________
Phone* ____________________________
Website ____________________________

ORGANIZATION TYPE*

☐ K-12 (Public or non-profit)
☐ Government or municipality (Specify: _____________)
☐ Higher education (Public or non-profit)
☐ Other (Specify: _____________)

REFERRED BY

☐ Advertisement ____________________________
☐ Current NJPA member ____________________________
☐ Vendor representative ____________________________
☐ Trade show ____________________________
☐ NJPA website ____________________________
☐ Other ____________________________

Return completed agreement to
National Joint Powers Alliance ®
202 12th Street NE
Staples, MN 56479

Duff Erholtz
Phone 218-894-5490
Fax 218-894-3645
E-mail duff.erholtz@njpacoop.org

*Denotes required information

Rev. 6/2016
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**ITEM:** Interlocal Agreement - North Mason Regional Fire Authority

**EXECUTIVE SUMMARY:** The Interlocal Agreement between Mason County and North Mason Regional Fire Authority would allow the County to provide installation, repair and maintenance to the Fire District’s vehicles, equipment and radio systems. The agreement also will allow the District to use the County Fueling Facilities at a per gallon cost.

Currently the County Central Shop provides these same services to other Fire Protection Districts within Mason County. The interlocal agreement can be terminated at any time in writing with ten days notice by either party.

**RECOMMENDED OR REQUESTED ACTION:** Recommend the Board of County Commissioners approved the Interlocal Agreement with North Mason Regional Fire Authority for the County to provide equipment or vehicles repairs, maintenance, upfit radios and fueling services.

Attachments: Interlocal Agreement
INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND NORTH MASON REGIONAL FIRE AUTHORITY FOR EQUIPMENT OR VEHICLE REPAIRS, MAINTENANCE, UPFIT/RADIO AND FUELING SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ______ day of _______, 2017, by and between North Mason Regional Fire Authority (hereinafter referred to as CUSTOMER) and Mason County (hereinafter COUNTY) collectively referred to as PARTIES.

WHEREAS, Revised Code of Washington Section 39.34.030 authorizes cooperative efforts between public agencies, and

WHEREAS, the County maintains, services, and repairs vehicle and equipment at its County Shop Facility located at 100 W Public Works Drive, Shelton WA; and

WHEREAS, the County provides gasoline and diesel fueling services for authorized vehicles and equipment at a per gallon cost; and

WHEREAS, the County provides installation, repair, and maintenance of radio systems, and provides vehicle upfit services for emergency response; and

WHEREAS, the County desires to contract with the CUSTOMER to provide such services.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein the PARTIES agree as follows:

1. PURPOSE OF AGREEMENT: The purpose of this agreement is for Mason County to provide repairs or maintenance of the CUSTOMER’S equipment or vehicles by COUNTY mechanics at the Mason County Shop Facility or in the field and fueling services.

2. ADMINISTRATION OF AGREEMENT: Each PARTY to this agreement shall have an AGREEMENT representative. Each PARTY may change its representative upon providing written notice to the other PARTIES. The PARTIES' representatives are as follows:

To Mason County:
Dept. of Public Works
100 W Public Works Drive
Shelton, WA 98584
Attn: Jeremy Seymour

To Customer:
North Mason Regional Fire Authority
PO Box 277
Belfair, WA 98528
Attn: Scott Cooper
3. DURATION OF AGREEMENT: This agreement shall take effect upon execution of the agreement by both County and CUSTOMER and shall remain in effect until December 31, 2026; unless EITHER PARTY terminates by giving a ten days written notice to the OTHER PARTY.

4. WORK REQUESTS: The CUSTOMER will normally request work from the COUNTY Fleet Supervisor, Jeremy Seymour. The request should be requested by an authorized representative of the CUSTOMER by e-mail or fax. Phone or verbal requests must be followed up with a written request. The COUNTY will only do work as authorized by the CUSTOMER. Additional problems or repairs noted will be brought to the attention of CUSTOMER’S representative for authorization or deferment until the next maintenance opportunity.

5. SCHEDULING: The COUNTY will normally schedule the work in discussion with the CUSTOMER’S representative, giving due consideration to the immediacy of the CUSTOMER’S need and workload of the COUNTY.

6. COMPENSATION: (A.) COUNTY will extend to the CUSTOMER the same shop rate charged to other non-ER&R vehicles and equipment. Parts & materials are charged at actual cost. The CUSTOMER may provide parts in advance that are anticipated to be needed during maintenance. Maintenance or corrective repair that is required after normal shop hours will be billed at overtime rates. Field repairs normally will include shop truck costs. (B) The COUNTY shall invoice the CUSTOMER detailing time, parts and materials used by the COUNTY. Payment is due upon receipt of invoice and payment shall be expected in thirty (30) days from date of invoice. Invoices and payments are to be sent to the address and representative referred to in section 2.

7. FUELING: The COUNTY will provide pin numbers to personnel designated by the CUSTOMER and allow 24 hour access to the fuel facilities. Mason County will invoice the fuel usage by North Mason Regional Fire Authority on a monthly basis; typically mailed out by the 15th of every month. Payment is requested within 30 days. The bill will indicate date, location, product, quantity, cost and vehicle number. The COUNTY will charge the CUSTOMER the same per gallon fuel costs as charged to Mason County vehicles and equipment. The price of fuel is adjusted on a weekly basis.

8. HOLD HARMLESS AND INDEMNIFICATION: (A.) The CUSTOMER shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising
out of the CUSTOMER’S acts, errors or omissions in the performance of this AGREEMENT. PROVIDED HOWEVER, that the CUSTOMER’s obligation there under shall not extend to injury, sickness, death or damage caused by or arising out if the sole negligence of the COUNTY, its officers, officials, employees or agents.

PROVIDED FURTHER, that in the event of the concurrent negligence of the PARTIES, the customer's obligations hereunder shall apply only to the percentage of fault attributable to the customer, its employees or agents. (B.) With respect to the CUSTOMER’S obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the COUNTY, the CUSTOMER further agrees to waive its immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by the CUSTOMER’S employee’s caused by or arising out of the CUSTOMER’S acts, errors or omissions in the performance of this AGREEMENT. This waiver has been mutually negotiated by the PARTIES. (C.) The CUSTOMER’S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the CUSTOMER, the customer's employees, agents or subcontractors.

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING: The PARTIES shall perform the terms of the AGREEMENT using only their bona fide employees or agents.

10. COMPLIANCE WITH LAWS: The PARTIES shall comply with all applicable federal, state and local laws, rules and regulations in performing this AGREEMENT.

11. INSURANCE REQUIREMENT: Each party shall obtain and maintain liability coverage in minimum liability limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for general liability, errors and omissions, auto liability, despite when the claim was made.

Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance company or pool which is sufficient to address the insurance obligations set forth above.

12. NON-DISCRIMINATION POLICY: The COUNTY and the CUSTOMER agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental sensory handicap, or other status protected by law.

13. FILING: This document shall be filed with the County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on the COUNTY’S website.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DATED this __________, day of __________, 2017.

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON  

_________________________  
KEVIN SHUTTY, Chair

_________________________  
Terri Jeffreys, Vice Chair

_________________________  
Randy Neatherlin, Commissioner

ATTEST:

_________________________  
Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:

_________________________  
Tim Whitehead, Ch. DPA

MASON COUNTY  
NORTH MASON REGIONAL  
FIRE AUTHORITY

BY

________________________________________
SIGNATURE

________________________________________
TITLE
ITEM: Execute Agreement with Washington State Association of Counties

EXECUTIVE SUMMARY:

The Washington State Association of Counties (WSAC) has $150,000 available to Mason County for the purpose of updating an inventory and assessment of fish barriers located under county roads. The funding expires June 30, 2017 so sub-contractors will be employed to carry the work out within the short timeline. Public Works contacted the Skokomish and Squaxin Tribes, salmon enhancement groups, Mason Conservation District, WDFW and others to gage interest and availability to participate. We will have adequate resources available to perform the field assessments and will execute separate agreements for that purpose.

A brief summary of the project is presented below. A more detailed scope of work and budget can be found in the attached DRAFT agreement.

Jurisdiction: All Mason county roads (no private, State, Tribal roads, rail, etc.)
Schedule: 2/15/2017 – 06/30/2017
Funding Available: $150,000
Training: WDFW Barrier Assessment scheduled for 2/15/2017
Equipment Purchases: Portable data collection equipment
Deliverables: 1. Updated inventory of culverts located under county roads (excludes driveway culverts/others parallel to the road).
   2. Assessment of whether the culverts are barriers.
   3. Memo documenting barrier removal criteria and prioritization.

RECOMMENDED OR REQUESTED ACTION:
Request the Board authorize Public Works to execute an agreement with WSAC for the purpose of conducting fish barrier assessments on culverts located under Mason County road rights-of-way.

Attachment: DRAFT Agreement
MASON COUNTY
BRIEFING ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS
FROM: Jerry Hauth and Melissa McFadden
DEPARTMENT: Public Works
EXT: 450
BRIEFING DATE: February 6, 2017

ITEM: WSDOT Reciprocal Maintenance Agreement – Amend. No. 1

EXECUTIVE SUMMARY: Washington State Department of Transportation and Mason County Public Works entered into a Reciprocal Maintenance Agreement (Agreement No. GM 1464) on February 15, 2007 (approved by the Board on November 7, 2006). The agreement allows each public agency to provide labor, equipment, and materials on a fully reimbursable basis when available, for roadway maintenance.

Public Works and WSDOT have agreed to amend the Reciprocal Maintenance Agreement to revise the period of performance, update the contact information, and update the reimbursement payment obligations to conform to existing law.

The new performance period would begin from date of execution and extend for a term of one year, then would automatically renew for one year terms up to a maximum term of ten years (unless amended by both parties in writing or terminated sooner).

The reimbursement payment obligation updates reimbursements related to labor and equipment/materials. For receiving labor, the County/State will fully reimburse actual direct and related indirect costs. For receiving equipment or materials the County/State will fully reimburse the fair market value of the materials, and/or the economic rent of the equipment.

RECOMMENDED OR REQUESTED ACTION: Recommend the Board authorize the County Engineer to sign Amendment No. 1 to the Reciprocal Maintenance Agreement between WSDOT and Mason County. The amendment updates the performance period, contact information, and reimbursement payment obligations.

Attachments: Agreement GM 1464, Amendment No. 1
RECI PROCAL MAINTENANCE AGREEMENT
GM-1464

THIS AGREEMENT is made and entered into this 15th day of February, 2007, between the STATE OF WASHINGTON, Department of Transportation, hereinafter called the "STATE," and Mason County, Department of Public Works, 615 West Alder Street, Shelton, WA 98584-5016, hereinafter called the "COUNTY."

WHEREAS, the Parties hereto are charged with the responsibility of maintaining their streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

WHEREAS, a Party may, from time to time, need labor, equipment, or materials or may have labor, equipment and materials available in certain locations which could be used by the other Party; and

WHEREAS, RCW 47.28.140 authorizes the STATE to enter into a cooperative agreement with a public agency for the performance of, inter alia, road maintenance and repair, so long as the costs and expenses are reimbursed by the Party whose responsibility it is for the work; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each Party to the contract, so long as the full costs of the services and materials are reimbursed to the agency furnishing them pursuant to RCW 39.34.130; and

WHEREAS, the Parties agree that it is in the public interest to make the most efficient use of their labor, equipment, and materials by sharing them on a reimbursable basis when available and when doing so would assist the other Party.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

1. GENERAL

1.1 Each Party agrees to furnish the other Party with labor, equipment, and materials on a fully reimbursable basis when available, for roadway maintenance. The furnishing of labor, equipment, and materials shall be subject to the procedures and compensation requirements set forth below, and shall be at the option of the Party requested to perform the work or to supply labor, equipment or material. The Parties understand and agree that the work of the Party possessing the labor, equipment, and materials takes first priority.

1.2 When the STATE is requesting labor, equipment or materials, the provisions of RCW 47.28.030 shall apply.
2. PERIOD OF PERFORMANCE

2.1 The period of performance of this AGREEMENT shall commence upon execution of this AGREEMENT and extend for a term of one year unless terminated sooner, pursuant to Section 10, Termination. This AGREEMENT shall automatically renew for successive one (1) year terms, unless terminated as provided herein, or for a maximum term of ten (10) years.

3. PROCEDURE FOR REQUESTING SERVICES

3.1 Each request for labor, equipment, or materials shall be submitted on behalf of the STATE by the Maintenance Supervisor, Assistant Area Maintenance Superintendent, or Area Maintenance Superintendent, and each request for labor, equipment, or materials shall be submitted on behalf of the COUNTY by the Assistant County Road Engineer or position of higher authority on behalf of the COUNTY. Each request for labor, equipment or materials shall be submitted on a Task Order Form, which shall include the task location, program, manager information, scope of work, task schedule and estimated cost, and be executed by the County Road Engineer on behalf of the COUNTY, or the Area Maintenance Superintendent or Assistant Area Maintenance Superintendent on behalf of the STATE. In the event of an emergency, work may be requested and agreed to verbally, but such agreement must be documented by a Task Order within forty-eight (48) hours of the verbal agreement. The Task Order Form is attached hereto as Exhibit A. All fully executed Task Order Forms shall be deemed automatically made a part of this AGREEMENT.

4. PAYMENT

4.1 The Party receiving labor, equipment or materials under this AGREEMENT shall fully reimburse the Party providing it for that Party’s actual direct and related indirect costs. Actual direct costs with respect to labor includes the cost of salary and benefits, but does not include overhead or administration.

4.2 The Party receiving labor, equipment or materials agrees to make payment for the labor, equipment or materials within thirty (30) days from receipt of invoice. These payments are not to be more frequent than one (1) per month.

5. RECORDS MAINTENANCE

5.1 For a period of not less than three (3) years from the date of payment for the labor, equipment or materials, the Parties shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect the labor, equipment or material expended for inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either Party, the office of the State Auditor, and federal officials so authorized by law. If any litigation, claim, or audit is commenced, the records and accounts along with supporting
documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

5.2 Records and other documents, in any medium, furnished by one Party to this AGREEMENT to the other Party, will remain the property of the furnishing Party, unless otherwise agreed.

6. CARE AND MAINTENANCE OF EQUIPMENT

6.1 A Party requesting use of equipment from the other Party shall be solely responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the Party owning the equipment. Repair of damage, other than normal wear and tear, will be the responsibility of the Party in possession of the equipment at the time the equipment is damaged, including damages caused by a third party.

7. RIGHT OF ENTRY

7.1 The Parties hereto grant to each other the right of entry upon all land in which the Parties have an interest and which land is within or adjacent to the right-of-way of any highway, road or street upon which labor is being utilized by the other Party under this AGREEMENT.

8. SUPERVISION and INDEPENDENT CAPACITY

8.1 The employees of each Party who are engaged in the performance of this AGREEMENT shall continue to be employees of that Party and shall not be considered for any purpose to be employees of the other Party. Each Party shall be solely responsible for the supervision of its own employees.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

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

10. TERMINATION

10.1 Either Party may terminate this AGREEMENT or a Task Order upon thirty (30) days prior written notification to the other Party. If this AGREEMENT or a Task Order is so terminated, the Parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination. Termination of this AGREEMENT shall likewise terminate any outstanding Task Orders.
11. DISPUTES

11.1 In the event that a dispute arises under this AGREEMENT, it shall be determined by a Dispute Board in the following manner: Each Party to this AGREEMENT shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, relevant Task Order, AGREEMENT terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. All costs for the additional appointed member shall be shared equally between the Parties.

12. LEGAL RELATIONS

12.1 Each Party to this AGREEMENT shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party’s negligent acts or omissions with respect to the provisions of this AGREEMENT. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the Party; Provided that if such claims, suits, or actions result from (a) the concurrent negligence of the Parties, or (b) involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party’s own negligence.

12.2 The Parties specifically assume potential liability for actions brought by the Party’s own employees against the other Party and, solely for the purposes of this indemnification, the Parties mutually waive any immunity they might have under the state industrial insurance laws, Title 51 RCW.

12.3 This indemnification shall survive the termination of this AGREEMENT.

13. GOVERNANCE

13.1 This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

13.2 In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any Task Order entered into pursuant to Section 3, or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;

b. Any Task Order entered into pursuant to Section 3 and its Scope of Work and materials incorporated by reference; and

c. The provisions of this AGREEMENT.
14. ASSIGNMENT

14.1 This AGREEMENT, and any Task Order entered into pursuant to Section 3, as well as any claim arising thereunder, is not assignable or delegable by either Party in whole or in part.

15. SEVERABILITY

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

16. ALL WRITING CONTAINED HEREBIN

16.1 This AGREEMENT contains all the terms and conditions agreed upon by the Parties, except for Task Orders that have been entered into by the Parties pursuant to Section 3, which are incorporated herein by reference. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT or such Task Orders shall be deemed to exist or to bind the Parties hereto.

17. WARRANTY

17.1 Each Party, its employees, agents, and assigns warrant its (they) has/have the necessary training, skill and experience (and certification where applicable) necessary to safely operate equipment and materials owned by the other Party and loaned for temporary use. Any injury or loss of life shall not be indemnified by the other Party if such injury or loss occurred as a result of the employee's negligence and/or misuse of equipment or materials.

18. CONTRACT MANAGEMENT

18.1 The program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and invoices for Task Orders under this AGREEMENT.

The Program Manager for the COUNTY is:

Rick Blake
Mason County
Road Maintenance Manager
415 North 6th ST
P.O. Box 1850
Shelton, WA 98584-3422
(360) 427-9670 ext. 384
The Program Manager for the STATE is:

Joyce Komac
Washington State
Department of Transportation
8293 SE Spring Creek Road
Port Orchard, WA 98367-8192
(360) 874-3050
jkomac@wsdot.wa.gov

AND/OR

Tom Gibbs
Washington State
Department of Transportation
4801 Olympic Highway
Aberdeen, WA 98520-6922
(360) 533-9346
gibbst@wsdot.wa.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the day and year first above written.

MASSON COUNTY:

By: [Signature]
County Engineer William J. Tray

Date: 2/15/07

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION:

By: [Signature]
Kevin Dayton, Region Administrator

Date: 2/15/07

APPROVED AS TO FORM ONLY:

By: [Signature]
County Attorney

Date: 2/21/07

APPROVED AS TO FORM:

By: [Signature]
Assistant Attorney General

Date: 2-5-07

Page 6 of 6

GM-1464
GM 1464
Amendment No. 1
Reciprocal Maintenance Agreement

This Amendment No. 1 is made and entered into between the Washington State Department of Transportation, hereinafter the "STATE," and the Mason County, Department of Public Works, 100 W Public Works Drive, Shelton WA 98584-5016, hereinafter the "COUNTY."

WHEREAS, the Parties entered into Agreement No. GM 1464 on February 15, 2007 for the sharing of their labor, equipment, and materials on a reimbursable basis when available, and

WHEREAS, both Parties agree to revise the Agreement for the period of performance and to correct the reimbursable payment obligations to conform to existing law.

NOW, THEREFORE, pursuant to RCW 47.12.066, RCW 47.28.140, RCW 39.34.080, and RCW 39.34.130, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 4.1, is deleted in its entirety and replaced with:

   4.1 (A) The STATE receiving labor, equipment or materials under this AGREEMENT shall fully reimburse the COUNTY’s providing it for that Party’s actual direct and related indirect costs.

   4.1 (B) The COUNTY receiving labor under this AGREEMENT shall fully reimburse the STATE’s actual direct and related indirect costs. The COUNTY receiving equipment or materials under this AGREEMENT shall fully reimburse the STATE the fair market value of the materials and/or the economic rent of the equipment in accordance with the provisions of RCW 47.12.066(1)

2. Section 2, PERIOD OF PERFORMANCE is deleted in its entirety and replaced with:

   2. PERIOD OF PERFORMANCE

   2.1 The period of performance of this AGREEMENT Amendment No. 1 shall commence upon execution of this AGREEMENT Amendment No. 1 and extend for a term of one year unless terminated sooner, pursuant to Section 10, Termination. This AGREEMENT Amendment No. 1 shall automatically renew for successive one (1) year terms, unless terminated as provide herein, or for maximum term of ten (10) years, unless thereafter amended by both Parties in writing.

3. Section 18, CONTRACT MANAGEMENT, is deleted in its entirety and replaced with:

   18. CONTRACT MANAGEMENT
18.1 The STATE and the COUNTY have designated the following Representatives for all communication under this AGREEMENT:

COUNTY: MASON COUNTY
Mason County Road Maintenance Manager
100 W Public Works Drive
Shelton, WA 98584-5016
(360) 487-9670 Ext. 304

STATE:
Washington State Department of Transportation
Area 2 Maintenance Superintendent
8293 Spring Creek Road SE
Port Orchard, WA 98367-8192
(360) 874-3057

And

Washington State Department of Transportation
Area 4 Maintenance Superintendent
4801 Olympic Highway
Aberdeen, WA 98520-6922
(360) 538-8535

4. All other terms of Agreement AGREEMENT No. GM 1464 shall remain in effect, except as modified by Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year last written below.

MASON COUNTY
BY: MELISSA MCFADDEN, DE - COUNTY ENGINEER
TITLE: DATE: APPROVED AS TO FORM ONLY:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
BY: Troy Cowan - ARA - Maintenance & Operations
TITLE: DATE: APPROVED AS TO FORM

By: TIM WHITEHEAD - CHIEF DPA
TITLE: Date:

By: Ann E. Salay, Assistant Attorney General
TITLE: DATE:
Task Order

Agreement No. ____________________________ (To be filled in by STATE Program Manager)
Task No. __________ Amendment No. __________ Work Order No. __________

Location of Task
State Route No. ____________________________ M.P. Location ____________________________
Other (if no highway) ____________________________

Program Manager Information
STATE Program Manager ____________________________ Phone No. ____________________________
Mailing Address ____________________________ Fax No. ____________________________

Grays Harbor County Program Manager ____________________________ Phone No. ____________________________
Mailing Address ____________________________ Fax No. ____________________________

Scope of Task Order
Provide brief description of work to be performed and reference attachments to include proposed work schedules, a detailed cost estimate, and any additional terms/conditions.

Task Schedule and Cost
Task Start Date ____________________________ (No payment for work done PRIOR to this date)
Task End Date ____________________________ (No payment for work done AFTER this date)
Amended Task Start Date ____________________________ Task Amendment ____________________________
Amended Task End Date ____________________________ Task Amendment Amount ____________________________
Total Amended Task Amount ____________________________

Approval Signatures ****Note: Two original signed Documents are required.**

Grays Harbor County ____________________________ Washington State Department of Transportation
Title ____________________________
Date ____________________________

Distribution: Originals: □ County Pgm. Manager □ STATE Pgm. Manager
□ STATE OR Financial Services □ STATE OR Local Programs □ Other ____________________________

1/2
GM-01464
Exhibit "A"

COST ESTIMATE AND SCHEDULE TO PERFORM TASK ORDER WORK
ISSUE:
Two full time financial analysts in the Public Works Department will be on maternity leave at approximately the same time, creating the need to hire two full time temporary project employees to cover in their absence.

BRIEFING PURPOSE:
This briefing is to advise Commissioners of the need to hire two full time temporary project employees for a duration of 6 months in the Public Works Finance Department while two full time permanent employees are out on maternity leave.

BACKGROUND:
Two key employees in Public Works Finance will be out at the same time for a duration of approximately twelve weeks. The employees will be going out in approximately June and July, and the project employees should start in approximately March and April in order to acquire adequate training while the two permanent employees are on leave.

OTHER CONSIDERATIONS:
The absences were not foreseen during the 2017 budget process and the two project employee positions are not budgeted. The total cost for the two temporary positions will be approximately $60,000 and will be financed mainly by Road funds. No budget supplement will be necessary.

NEXT STEPS:
Advertise for the two project employee positions.
February 6, 2017

Planning Advisory Commission Applicant Interviews

2:00 p.m. Allan Borden
2:30 p.m. Joe Nolze
3:00 p.m. Sylvia Florez-Milsom
3:15 p.m. Bill Kysor
3:30 p.m. Aaron Cleveland
ITEM: Thurston Mason Behavioral Health Organization Mid-Adopter Discussion

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions):

In 2014 the Legislature passed a law that would require insurance companies serving Medicaid clients to fully integrate primary health care and behavioral health care service delivery. The bill (SSB 6312) formed Behavioral Health Organizations (BHO) in the interim to contract for and manage behavioral health care until the full integration was mandated in the year 2020.

The law also provided BHO's the opportunity to adopt this full integration prior to 2020, called a "mid-adopter". The Thurston Mason Behavioral Health Organization (TMBHO) Governance Board has been in discussion about whether it would serve our Medicaid eligible population well to be mid-adopters. Each of our Counties would be required to sign a binding letter of intent if we decided to go this route.

The TMBHO Director, Mark Freedman and Chief Operating Officer Joe Alvaros will present the issue and answer questions about this issue.

BUDGET IMPACTS: Not identified at this time.

RECOMMENDED OR REQUESTED ACTION: Discussion only

ATTACHMENTS: Mid-Adopter PowerPoint
Thurston-Mason
Behavioral Health Organization

Mid-Adopter Discussion
January 13, 2016
Recap of HCA Mtg

Services not included in MCO Contracts

- Crisis services for all members of the community
  - Includes DMHPs
- State-funded services for Non-Medicaid beneficiaries
- County-funded services for Medicaid and Non-Medicaid
- Miscellaneous
  - BH Ombudsman
  - Committees formerly led by BHO \- WISE, CLIP Behavioral Health Advisory Board, etc.
Recap of HCA Mtg

How will the crisis system be managed?

Diagram:
- HCA
- County or Procured Organization
- Continuum of Integrated Clinical Services
- Individual Client

Healthier Washington

1/13/17
Recap of HCA Mid-Adopter

- HCA must have agreement by County Authorities to implement this model prior to January 1, 2020.
- HCA Reported Benefits to Mid-Adopter implementation:
  - Collaboration w/HCA
  - Dedicated Time- in 2020, resources will be constrained as MCOs focus on multiple regions
  - Resources- SIM grant funding is available until 2018 for TA
  - 1115 Waiver Incentives- mid-adopter regions may be eligible for additional incentive payments (through the regional ACH)
What TMBHO is hearing from SW Full-Adopter Region

- Each MCO had different rates and billing requirements
- Each MCO had different authorization requirements
- First payment wasn't received until mid-June for some agencies.
- MCOs contracted for rates similar to RSN for the first year
  - These rates are higher than the rates that same MCOs pay for private practice.
  - Agencies are not guaranteed rates beyond the first year.
- Data- significant lags between agencies and MCOs. Multiple systems have sprouted from a single RSN data system.
- No new programming in SW Washington (Same RSN Network)
Mid-Adopter Considerations

- Termination of Reserve spend-down planning (Approx. $30 mil)
- Loss of new programming planning (2017 PLRs, local detox, expanded MH)
- Potential loss of Mason Triage and County Owned Treatment Facilities
- Loss of negotiation of BHO functions with MCOs
- Unknown impact of repeal of Affordable Care Act
- Loss of network providers
Mid-Adopter Considerations

- Loss of community care coordination/system of care through BHO care managers:
  - Children's Long Term Inpatient Program (CLIP)
  - Wraparound with Intensive Services (Wise)
  - Family Youth System Partner Round Table (FYSPRT)
  - Law Enforcement Assisted Diversion (LEAD)
  - Children and Family System of Care
  - Vulnerable Index Team (VIT)
  - Mason Matters
  - Mason County Opioid Programming
  - Service Encounter Reporting Instructions (SERI) Planning
  - State Behavioral health policy planning

- Program Uncertainty of planning for crisis delivery system (DMHPs, separation)
- Loss of access to local data for BH/Community planning
TMBHO Staff Recommendations

- Continue program development (2017 PLRs, local detox, expanded MH)
- Continue pursuit of BHA licensure (DMHPs, Crisis)
- Begin conversations with MCOs around 2020 integration
- Pursue TMBHO Psychiatric Prescriber
- Continue TMBHO reserve spend-down plan
- Pursue independent entity, LLC.