

MASON COUNTY COMMISSIONER BRIEFING INFORMATION FOR WEEK OF

January 30, 2017

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.



**BOARD OF MASON COUNTY COMMISSIONERS  
DRAFT BRIEFING MEETING AGENDA  
411 North Fifth Street, Shelton WA 98584  
Week of January 30, 2017**

**Monday, January 30, 2017**

**Commission Chambers**

- 9:00 A.M. Support Services – Frank Pinter
- 9:45 A.M. BREAK
- 10:00 A.M. Community Services – Dave Windom
- 11:00 A.M. Public Works – Jerry Hauth/Melissa McFadden  
Utilities & Waste Management
- Commissioner Discussion – as needed

**Tuesday, January 31, 2017**

- 6:00 P.M. Special Commission Meeting  
\*\*North Mason School District Administration Building  
250 E Campus Drive, Belfair, WA  
\*\* New Location - The building is located in the same parking lot as Hawkins Middle School (formally known as the annex) and is the only building with a red roof.

**Wednesday, February 1, 2017**

**Commission Chambers**

- 9:00 A.M. Bremerton Housing Authority – Kurt Wiest, Executive Director

Briefing Agendas are subject to change, please contact the Commissioners' office for the most recent version.

Last printed 01/26/17 at 2:04 PM

If special accommodations are needed, contact the Commissioners' office at ext. 419, Shelton #360-427-9670; Belfair #275-4467, Elma #482-5269.



Mason County Support Services Department  
411 North 5<sup>th</sup> Street  
Shelton, WA 98584  
360.427.9670 ext. 419

Budget Management  
Commissioner Administration  
Emergency Management  
Facilities, Parks & Trails  
Human Resources  
Information Services  
Labor Relations  
Risk Management

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**MASON COUNTY COMMISSIONER BRIEFING ITEMS FROM SUPPORT SERVICES**  
**January 30, 2017**

- **Specific Items for Review**

- Amended agreement with Hood Canal Coordinating Council – *Diane Zoren*
- Civil Service appointment (Brian Kelly) – *Dawn Twiddy*
- Counter offer on surplus property – 150 E Panorama Drive – *Jenifer Sliva*
- Bureau of Justice Assistance and Mental Health Collaboration Program grant application – *Frank Pinter*

- **Commissioner Discussion**

# **Hood Canal Coordinating Council**

JEFFERSON, KITSAP & MASON COUNTIES  
PORT GAMBLE S'KLALLAM & SKOKOMISH TRIBES  
STATE & FEDERAL AGENCIES

## **ACTION BY BOARD OF DIRECTORS OF THE HOOD CANAL COORDINATING COUNCIL**

### **Resolution 2017-01**

Pursuant to Article IX of the Hood Canal Coordinating Council's ("HCCC") Articles of Incorporation, the undersigned, being the duly-authorized representatives of all Member organizations represented at the January 10, 2017, meeting of the Board of Directors, of which a quorum is present, hereby adopt the following resolution and take the following action, effective January 10, 2017:

WHEREAS, the undersigned constitute representatives of all of the Member organizations of HCCC; and

WHEREAS, the undersigned constitute the Directors of HCCC acting on behalf of the Members; and

WHEREAS, the Directors of HCCC find that the Hood Canal Coordinating Council Interlocal Cooperation Agreement, adopted on November 25, 1985, amended in 1987 and on April 20, 2011, should be amended to clarify that HCCC will comply with the Public Records Act and promptly inform a requester that other agencies, including a Member organization, may have public records responsive to the request; and

WHEREAS, the Directors of HCCC find that the Hood Canal Coordinating Council Interlocal Cooperation Agreement, adopted on November 25, 1985, amended in 1987 and on April 20, 2011, should be amended to clarify that HCCC will adopt procurement policies that comply with its grant funding sources and federal and state law; and

WHEREAS, the Directors of HCCC have reviewed the HCCC's proposed Procurement Procedures and authorize the Executive Director to adopt the Procurement Procedures; and

NOW THEREFORE, the undersigned Directors adopt the following Resolution:

RESOLVED, the Directors ratify and approve the Amended Interlocal Cooperation Agreement clarifying HCCC's responsibilities under the Public Records Act and procurement requirements; and

RESOLVED FURTHER, the Directors authorize staff and legal counsel to present the Amended Interlocal Cooperation Agreement to Members for review, and vote; and

# Hood Canal Coordinating Council

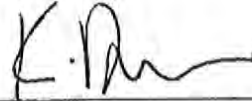
JEFFERSON, KITSAP & MASON COUNTIES  
PORT GAMBLE S'KLALLAM & SKOKOMISH TRIBES  
STATE & FEDERAL AGENCIES

RESOLVED FURTHER, the Directors ratify and approve the Hood Canal Coordinating Council Procurement Procedures; and

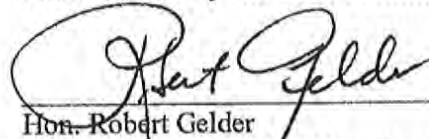
RESOLVED FURTHER, the HCCC Executive Director is authorized to make any changes to the Procurement Procedures in order to stay in compliance with applicable laws; and shall implement the Procurement Procedures accordingly; and

RESOLVED FURTHER, that the Executive Director of HCCC is authorized and directed to take any and all actions to affect the foregoing resolution.

HOOD CANAL COORDINATING COUNCIL



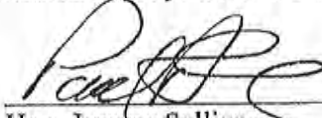
Hon. Kate Dean  
Jefferson County Board of Commissioners



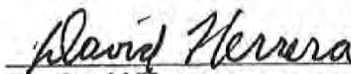
Hon. Robert Gelder  
Kitsap County Board of Commissioners



Hon. Randy Neatherton  
Mason County Board of Commissioners



Hon. Jeromy Sullivan  
Port Gamble S'Klallam Tribe



Mr. David Herrera  
Skokomish Tribe

# HOOD CANAL COORDINATING COUNCIL INTERLOCAL COOPERATION AGREEMENT

Adopted November 25, 1985

Amended 1987

Amended April 20, 2011

Proposed Amendment (2017)

**THIS AGREEMENT** is made and entered into by and between the undersigned local government agencies and Indian tribes pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This Agreement repeals and replaces the Interagency Agreement between Jefferson, Mason and Kitsap Counties and other agencies and Indian tribes dated November 25, 1985, as amended, which established the Hood Canal Coordinating Council, as well as Rules of Procedure adopted in 1985 and 1993 to implement such Agreement.

**WHEREAS**, the undersigned Member organizations and ex-officio member agencies recognize the overall benefit of participating in a forum for cooperative policy development to improve decision-making affecting the Hood Canal region, and

**WHEREAS**, such a forum can reduce duplication, improve cost-effectiveness, and maintain credibility with the public, and

**WHEREAS**, involvement of the public and government will help to ensure development of accepted and workable programs and regulations for the region based in part on continuing research efforts, and

**WHEREAS**, the undersigned Member organizations have formed the Hood Canal Coordinating Council to carry out the purposes of this Agreement, Chapter 77.85 RCW and Chapter 90.88 RCW, and

**WHEREAS**, the undersigned Member organizations are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW, and

**THEREFORE**, in consideration of mutual promises and covenants herein, it is hereby agreed that the Interlocal Cooperation Agreement providing for the Hood Canal Coordinating Council shall be amended to read as follows:

## PART I - DEFINITIONS

For the purposes of this Agreement and all other agreements, contracts, and documents executed, adopted or approved pursuant to this agreement, the following terms shall have the meaning prescribed to them within this Part unless the context of their use dictates otherwise.

- 1.1. "Council" means the Hood Canal Coordinating Council.
- 1.2. "Member organization" means any public agency which is a party or becomes a party to this Agreement.
- 1.3. "Non-profit corporation" means the corporation formed by the Council under the Washington Non-profit Corporations Act and recognized as a public charity under Section 501(c)(3) of the Internal Revenue Code to serve as fiscal agent for the Hood Canal Coordinating Council.

## PART II – MEMBERSHIP AND ORGANIZATION

2.1 MEMBER ORGANIZATIONS. -- The Member organizations of the Hood Canal Coordinating Council shall consist of the following local governments and Indian tribes:

Jefferson County  
 Kitsap County  
 Mason County  
 Port Gamble S'Klallam Tribe  
 Skokomish Tribe

2.2. COUNCIL ORGANIZATION. – The Council shall consist of the duly-authorized representative or representatives of each Member organization, who shall constitute its Board of Directors. Each Member organization shall have one vote. The Council shall adopt and periodically may revise bylaws to set forth the powers and duties of the Council and of its Board of Directors. The Council may include ex officio, non-voting members.

## PART III – AUTHORITY AND PURPOSE

3.1. AUTHORITY. – The authorities under which the Member organizations enter into this Agreement are the Interlocal Cooperation Act, Chapter 39.34 RCW, the Salmon Recovery Act, Chapter 77.85 RCW, and the Aquatic Rehabilitation Act, Chapter 90.88 RCW.

3.2. PURPOSE. -- The purpose of the Hood Canal Coordinating Council – working with partners, community groups and citizens – is to advocate for and implement regionally and locally appropriate actions to protect and enhance Hood Canal's environmental and economic health.

3.3 PUBLIC RECORDS ACT. The Hood Canal Coordinating Council is subject to the Public Records Act. If applicable, the HCCC will promptly inform a requester that other agencies, including a Member organization, may have public records responsive to the request.

3.4 PROCUREMENT. The Hood Canal Coordinating Council will adopt procurement policies that comply with its grant funding sources and federal and state law.

## PART IV – FUNDING

4.1. FISCAL MANAGEMENT. – There is hereby authorized a separate legal entity to serve as fiscal agent for the Hood Canal Coordinating Council and to otherwise conduct the joint or cooperative undertaking described in this Agreement. The entity shall be organized as a nonprofit corporation under Chapter 24.03 RCW, the Washington Non-profit Corporation Act and shall conduct its activities so as to qualify as a public charity under Section 501(c)(3) of the Internal Revenue Code. The Board of Directors of the Council shall serve as the Board of Directors of the nonprofit organization. The nonprofit organization may hire and fire staff, including an executive director, enter into contracts, accept grants and other moneys, disburse funds, and pay all necessary expenses. The nonprofit organization also may receive and disburse funding for projects, studies, and activities related to protecting and restoring the Hood Canal watershed and otherwise fulfilling its responsibilities under this Agreement, Chapter 77.85 RCW and Chapter 90.88 RCW.

4.2. AUDIT REQUIREMENTS. -- The Council shall cause an audit to be conducted of the nonprofit corporation in the manner provided by law for the auditing of public funds, and consistent with generally-accepted accounting principles for nonprofit corporations.

4.3. FUNDING. -- Each Member organization and ex-officio member entity may fund staff participation in the Council. Technical assistance may be provided by other public agencies. The Council is authorized to apply for such federal, state, local, or private funding of any nature as may become available.

**PART V – GENERAL PROVISIONS**

5.1. WITHDRAWAL FROM AGREEMENT. -- Any Member organization may withdraw from this Agreement by giving written notice at least three months prior to the intended date of withdrawal.

5.2. DURATION. -- This Agreement shall remain in force and effect perpetually or until terminated by Member organizations which represent half or more of the signing Member organizations.

5.3. DISPOSITION OF ASSETS. -- Upon termination of this Agreement any money assets in possession of the Council after payment of all liabilities, costs, expenses, charges validly incurred under this Agreement, shall be returned to all contributing Member organizations in proportion to their financial contributions determined at the time of termination. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any Member organization.

5.4. RECORDING. -- The executed Agreement shall be filed with the Auditor of each member County.

5.5 EFFECTIVE DATE. -- This Agreement is effective among and between the members upon its execution by all of the members, as evidenced by the signatures and dates affixed below, and upon its filing with each County Auditor as provided in this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by each Member organization on the date set forth below:

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

\_\_\_\_\_  
KATE DEAN, Commissioner

\_\_\_\_\_  
DAVID SULLIVAN, Commissioner

ATTEST:

\_\_\_\_\_  
ERIN LUNDGREN  
Clerk of the Board

\_\_\_\_\_  
KATHLEEN KLER, Commissioner



**MASON COUNTY  
BRIEFING ITEM SUMMARY FORM**

<b>TO: BOARD OF MASON COUNTY COMMISSIONERS</b>	
<b>FROM: Jenifer Sliva</b>	
<b>DEPARTMENT: Support Services</b>	<b>EXT: 532</b>
<b>BRIEFING DATE: January 30, 2017</b>	
<b>PREVIOUS BRIEFING DATES: 1/9/2017</b> <b>(If this is a follow-up briefing, please provide only new information)</b>	

**ITEM:** On January 9, 2017 an offer of \$3,000 was presented to the Board of Commissioner for 150 E Panorama Drive, parcel #32021-56-01012. On that same day the Board of Commissioners made a counteroffer of \$4,000. *This offer has been countered at \$3,000 for the purchase with the buyer paying up to, but no more than, \$1,000 towards buyer closing costs.* This parcel was put in surplus by Surplus Property Resolution #18-13, April 9, 2013.

**EXECUTIVE SUMMARY:**

Declared Surplus Resolution #18-13 passed 4/9/13.  
Assessed Value: \$11,500

Original Listing Price: \$6,500  
Current Listing Price: \$5,000  
Length of listing: 793 days  
Contingencies: None

Counteroffer: \$ 3,000.00  
Delinquent Taxes: \$ 1,631.75  
Outstanding Liens: None know  
Other Costs: \$ 1,278.59  
Net Proceeds: \$ 89.66

**\*with up to, but no more than, \$1,000 towards buyer closing costs and back due association dues (if there is a dues balance at closing)**

**RECOMMENDED OR REQUESTED ACTION:**

Accept the offer or make a counter offer. If offer is accepted schedule a public hearing for the sale of parcel #32021-56-01012, 150 Panorama Drive, Shelton, WA 98584.

01132017

**COUNTEROFFER ADDENDUM  
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated \_\_\_\_\_, 1  
concerning 150 E Panorama Drive Shelton WA 98584 (the "Property"), 2  
Address City State Zip  
by Mason County, as Seller 3  
and the undersigned Burdick, as \_\_\_\_\_ 4  
are accepted, except for the following changes. 5

The Purchase Price shall be \$ 4,000.00 ~~Four Thousand Dollars~~ [TJB] 01/17/2017 [HDB] 01/17/2017 6  
\$3000 Three Thousand Dollars 7

Other. 8  
~~Buyer shall pay the any and all back due association dues if there is a dues balance at closing.~~ 9

Buyer shall pay up to, but no more than, \$1000 towards buyer closing costs and back due association dues (if there is a dues balance at closing). 10-14

[TJB] 01/17/2017 15-17  
[HDB] 01/17/2017 18-19

This counteroffer shall expire at 9:00 p.m. on \_\_\_\_\_ (if not filled in, two days after it is delivered), 27  
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28  
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29  
Earnest Money shall be refunded to Buyer. 30

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 31

Authentisign  
Randy Neatherlin  
01/17/2017 11:38:00 PM PST  
Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

The above counteroffer is accepted.  
Timothy James Burdick 01/17/2017  
01/17/2017 10:43:19 AM PST  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Authentisign  
Heather Diane Burdick 01/17/2017  
01/17/2017 10:35:21 AM PST  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Form 25  
Vacant Land Purchase & Sale  
Rev. 7/15  
Page 1 of 5

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### VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

- Date: December 21, 2016 MLS No.: 703260 Offer Expiration Date: 1/13/2017
- Buyer: Timothy James Burdick Heather Diane Burdick  
Buyer Buyer Status
- Seller: Mason County  
Seller Seller
- Property: Tax Parcel No(s): 320215601012 ( Mason County)  
150 E Panorama Drive Shelton WA 98584  
Address City State Zip  
Legal Description: Attached as Exhibit A. **See Seller Counteroffer 01132017**
- Purchase Price: ~~\$ 3,000.00~~ Three Thousand Dollars
- Earnest Money: \$ 500.00  Check;  Note;  Other (held by  Selling Firm;  Closing Agent)
- Default: (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Title Insurance Company: Mason County Title
- Closing Agent:  a qualified closing agent of Buyer's choice;  Mason County Escrow, Colleen Reamer
- Closing Date: 2/10/2017; Possession Date:  on Closing;  Other \_\_\_\_\_
- Services of Closing Agent for Payment of Utilities:  Requested (attach NWMLS Form 22K);  Waived
- Charges/Assessments Levied Before but Due After Closing:  assumed by Buyer;  prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA): Seller  is;  is not a foreign person for purposes of U.S. income taxation
- Subdivision: The Property:  must be subdivided before \_\_\_\_\_;  is not required to be subdivided
- Feasibility Contingency Expiration Date:  30 days after mutual acceptance;  Other \_\_\_\_\_
- Agency Disclosure: Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties
- Addenda: 22D(Optional Clauses) 22E(FIRPTA Cert.) 22EF(Funds Evidence) 22T(Title Contingency)  
34(Addendum) 35F(Feasibility)

Authentisign		
<u>Timothy James Burdick</u>	<u>12/21/2016</u>	Date
<u>Heather Diane Burdick</u>	<u>12/21/2016 4:17:36 PM PST</u>	Date
Buyer's Signature		
<u>4104 153rd Ave SE</u>		Date
Buyer's Address		
<u>Bellevue</u>	<u>WA</u>	<u>98006</u>
City, State, Zip		
<u>4254450384</u>		
Phone No. Fax No.		
<u>timburdick@comcast.net</u>		
Buyer's E-mail Address		
<u>Richard Beckman Realty Group</u>	<u>4537</u>	
Selling Firm MLS Office No.		
<u>Jennifer Rutledge</u>	<u>107858</u>	
Selling Broker (Print) MLS LAG No.		
<u>(360) 426-5521</u>	<u>(360) 426-1645</u>	
Phone No. Firm Fax No.		
<u>mail@RichardBeckman.com</u>		
Selling Firm Document E-mail Address		
<u>jennifer@richardbeckman.com</u>		
Selling Broker's E-mail Address		
<u>123764</u>	<u>9628</u>	
Selling Broker DOL License No. Selling Firm DOL License No.		

Authentisign		
<u>Randy Neatherlin</u>	<u>01/13/2017</u>	Date
<u>Seller's Signature</u>	<u>01/13/2017 9:20:44 AM PST</u>	Date
Seller's Signature		
Seller's Address		
City, State, Zip		
<u>(360) 427-9670</u>		
Phone No. Fax No.		
Seller's E-mail Address		
<u>Richard Beckman Realty Group</u>	<u>4537</u>	
Listing Firm MLS Office No.		
<u>Richard Beckman</u>	<u>55681</u>	
Listing Broker (Print) MLS LAG No.		
<u>(360) 426-5521</u>	<u>(360) 426-1645</u>	
Phone No. Firm Fax No.		
<u>mail@RichardBeckman.com</u>		
Listing Firm Document E-mail Address		
<u>richard@richardbeckman.com</u>		
Listing Broker's E-mail Address		
<u>98421</u>	<u>9628</u>	
Listing Broker DOL License No. Listing Firm DOL License No.		

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

Continued

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the

JTB 12/21/2016      JTB 12/21/2016      RN 01/13/2017  
Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

**f. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

**h. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

**i. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

**j. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

**k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday,

  JTB   12/21/2016        JTB   12/21/2016        RN   01/13/2017  
Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

- l. Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document or a direct link to such document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
  - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
  - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name and the Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

  *STB*   12/21/2016  
Buyer's Initials                      Date

  *STB*   12/21/2016  
Buyer's Initials                      Date

  *RN*   01/13/2017  
Seller's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

**u. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 173-180

**v. Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 181-199

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 200-201

**w. Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 202-205

**x. Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 206-210

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 211-227

  *JJB*   12/21/2016  
Buyer's Initials                      Date

  *JLB*   12/21/2016  
Buyer's Initials                      Date

  *RN*   01/13/2017  
Seller's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated December 21, 2016 1  
between Timothy James Burdick Heather Diane Burdick ("Buyer") 2  
Buyer Buyer  
and Mason County ("Seller") 3  
Seller Seller  
concerning 150 E Panorama Drive Shelton WA 98584 (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6  
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7  
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8  
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9  
encroachments to Buyer's own satisfaction within the inspection contingency period. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11  
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12  
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
  - Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14  
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15  
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16  
the Homeowner's Policy of Title Insurance. 17
  - Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18  
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19  
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20  
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21  
of any survey required by the title insurer. 22
3.  **Systems/Appliances.** If a system or appliance (including, but not limited to plumbing, heat, electrical, and all 23  
Included Items) becomes inoperative or malfunctions prior to Closing, Seller shall either repair, or replace the 24  
same with a system or appliance of at least equal quality. Buyer reserves the right to reinspect the Property 25  
within 5 days prior to Closing to verify that Seller has complied with this Paragraph 3. Buyer and Seller 26  
understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing or Seller's 27  
breach of this Paragraph 3. 28
4.  **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 29  
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 30  
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 31  
trash, debris and rubbish on the Property prior to Buyer taking possession. 32
5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 33
  - public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 34
  - irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone; 35
  - cable;  electricity;  other \_\_\_\_\_ . 36
6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 37  
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 38  
Buyer the information below in writing as soon as available: 39  
WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 40  
CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 41  
OTHER INSULATION DATA: \_\_\_\_\_ 42

TJB 12/21/2016  
Buyer's Initials Date

HDB 12/21/2016  
Buyer's Initials Date

RN 01/13/2017  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date



**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**  
*Continued*

7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 43  
 items of personal property that are included with the sale:  propane tank;  security system;  satellite 44  
 dish and operating equipment;  other \_\_\_\_\_ 45  
 Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled 46  
 in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 47  
 \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 48  
 is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 49  
 shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further 50  
 obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely 51  
 notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 52
8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 53  
 other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 54  
 available from the Association) within 10 days (10 days if not filled in) of mutual acceptance: 55  
 a. Association rules and regulations, including, but not limited to architectural guidelines; 56  
 b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 57  
 c. Association meeting minutes from the prior two (2) years; 58  
 d. Association Board of Directors meeting minutes from the prior six (6) months; and 59  
 e. Association financial statements from the prior two (2) years and current operating budget. 60  
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 5 days (5 days if not 61  
 filled in) of receipt of the above documents or the date that the above documents are due, whichever is 62  
 earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 63  
 Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 64  
 refunded to Buyer. 65
9.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 66  
 excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 67  
 removal of the Excluded Item(s). Excluded Item(s): 68  
 \_\_\_\_\_ 69  
 \_\_\_\_\_ 70
10.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 71  
 additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 72  
 a. Home warranty provider: \_\_\_\_\_ 73  
 b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together 74  
 with any included options, and Buyer shall pay any balance. 75  
 c. Options to be included: \_\_\_\_\_ 76  
 \_\_\_\_\_ (none, if not filled in). 77  
 d. Other: \_\_\_\_\_ 78
11.  **Other.** 79

[JTB] 12/21/2016  
Buyer's Initials Date

[HDB] 12/21/2016  
Buyer's Initials Date

[RN] 01/13/2017  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

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FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

**SELLER CERTIFICATION.** Seller hereby certifies the following:

**PROPERTY.** I am the Seller of real property  at:

150 E Panorama Drive Shelton WA 98584  
Address City State Zip

or  (if no street address) legally described on the attached.

**CITIZENSHIP STATUS.** I  AM  AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

**TAXPAYER I.D. NUMBER.**

My U.S. taxpayer identification number (e.g. social security number) is \_\_\_\_\_  
(Tax I.D. number to be provided by Seller at Closing)

**ADDRESS.**

My home address is \_\_\_\_\_  
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service (IRS) and that any false statement I have made here could be punished by fine, imprisonment, or both.

Randy Neatherlin 01/13/2017  
Seller Date

**BUYER CERTIFICATION** (Only applicable if Seller is a non-resident alien).

**NOTE:** If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

**Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

**Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, the amount of the tax is 10%.

\* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

\_\_\_\_\_  
Buyer Date Buyer Date

**EVIDENCE OF FUNDS ADDENDUM  
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated December 21, 2016 1  
between Timothy James Burdick Heather Diane Burdick ("Buyer") 2  
Buyer Buyer  
and Mason County ("Seller") 3  
Seller Seller  
concerning 150 E Panorama Drive Shelton WA 98584 (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

1.  **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on non-contingent funds for payment of the 6  
Purchase Price. Buyer shall provide evidence to Seller of such funds within 3 days (3 days if not filled 7  
in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price 8  
in Section 2 below, Buyer represents that the non-contingent funds are sufficient to pay the Purchase Price. 9  
Buyer shall not use such non-contingent funds for any purpose other than the purchase of the property without 10  
Seller's prior written consent. If Buyer fails to timely provide such evidence, Seller may give notice terminating 11  
this Agreement any time before such evidence is provided. 12

"Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has a 13  
sufficient amount of cash or cash equivalent in United States funds which, in addition to any other funds 14  
disclosed in Section 2 of this Addendum, are available to close the sale. "Non-contingent funds" means money 15  
that Buyer is required to pay to close for which there is no contingency, such as financing (NWMLS Form 22A 16  
or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property 17  
(NWMLS Form 22Q or equivalent). Non-contingent funds may include a down payment or the entire Purchase 18  
Price. 19

2.  **DISCLOSURE OF SOURCES OF OTHER FUNDS.** Buyer is relying on the following other source(s) of funds 20  
for the Purchase Price: 21

- Sale of the following property owned by Buyer: \_\_\_\_\_ 22
- Gift of \$ \_\_\_\_\_ from \_\_\_\_\_ 23
- Funds not readily convertible to liquid United States funds (describe): \_\_\_\_\_ 24  
\_\_\_\_\_ 25
- Other (describe): \_\_\_\_\_ 26

Buyer shall provide Seller with additional information about such funds as may be reasonably requested by 27  
Seller from time to time. 28

3.  **EVIDENCE THAT OTHER FUNDS ARE AVAILABLE.** Buyer shall provide evidence to Seller \_\_\_\_\_ days 29  
(10 days if not filled in) prior to Closing that the funds relied upon in Section 2 have been received or are 30  
immediately available to Buyer. If Buyer fails to timely provide such evidence, Seller may give notice terminating 31  
this Agreement any time before such evidence is provided. 32

Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 33

TJB 12/21/2016 HDB 12/21/2016 RN 01/13/2017 \_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**TITLE CONTINGENCY ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated December 21, 2016 1  
between Timothy James Burdick Heather Diane Burdick ("Buyer") 2  
Buyer Buyer  
and Mason County ("Seller") 3  
Seller Seller  
concerning 150 E Panorama Drive Shelton WA 98584 (the "Property"). 4  
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6  
days (5 days if not filled in) from  the date of Buyer's receipt of the preliminary commitment for title insurance; 7  
or  mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8  
disapproval of exceptions contained in the preliminary commitment. 9  
  
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11  
disapproved exceptions. 12  
  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19  
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21  
as provided for in the Agreement. 22

TJB 12/21/2016  
Buyer's Initials Date

HDB 12/21/2016  
Buyer's Initials Date

RN 01/13/2017  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 12/21/2016 1  
between Timothy James Burdick Heather Diane Burdick ("Buyer") 2  
Buyer Buyer  
and Mason County ("Seller") 3  
Seller  
concerning See attached Exhibit A 150 E Panorama Dr Shelton WA 98584 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

- 1. This agreement is contingent upon the Mason County Commissioners approval of this purchase and sales agreement, in an open public meeting. 6
- 2. Buyer waives the right to receive a completed Washington State Seller Disclosure Statement. 7
- 3. Escrow shall be Mason County Title and Escrow, Colleen Reamer. [RN] 01/13/2017 8
- 4. Buyer shall pay for the Mason County Title Insurance policy. 9
- 5. Deed Shall Be a Treasures Deed, per RCW 36.35.130. [TJB] 12/21/2016 [HDB] 12/21/2016 10
- 6. ~~Buyer shall pay all current and past due Association dues.~~ see below 11
- 7. Mason County Commissioner Randy Neatherlin is a licensed real estate broker in the state of Washington. 12
- 8. Commissioner Randy Neatherlin will sign for Mason County. 13
- 9. Seller has never occupied the property. 14

~~6. If Seller is not currently paying dues, Buyer shall not be held responsible for, nor pay any, current or past due Association Dues.~~ 15  
See Seller Counter 01132017 16

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 17

[TJB] 01/17/2017  
Buyer's Initials Date

[HDB] 01/17/2017  
Buyer's Initials Date

[RN] 01/13/2017  
Seller's Initials Date

Seller's Initials Date

**FEASIBILITY CONTINGENCY ADDENDUM**

The following is part of the Purchase and Sale Agreement dated December 21, 2016 1  
between Timothy James Burdick Heather Diane Burdick ("Buyer") 2  
Buyer Buyer  
and Mason County ("Seller") 3  
Seller  
concerning 150 E Panorama Drive Shelton WA 98584 (the "Property"). 4  
Address City State Zip

**Feasibility Contingency.** Buyer shall verify within 30 days (10 days if not filled in) after mutual acceptance 5  
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6  
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7  
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8  
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9  
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10  
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11  
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12  
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13  
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14  
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15  
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16  
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17  
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19  
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20  
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21  
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22  
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

**AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this 24  
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25  
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

TJB 12/21/2016  
Buyer's Initials Date

HDB 12/21/2016  
Buyer's Initials Date

RN 01/13/2017  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

Exhibit A

duly purchased in compliance with the laws of the State of Washington, the following described real property to wit:

Lot 12, Block 1, Shorecrest Terrace, Third Addition, According To The Recorded Plat Therein In Volume 5 Of Plats, Pages 92 And 93, Mason County, Washington.

and that said Mason County a Municipal Corporation has complied with the laws of the State of Washington necessary to entitle them to deed for said real property.

NOW, therefore, know ye, that I Elisabeth Frazier, County Treasurer of said County of Mason, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto Mason County a Municipal Corporation heirs and assigns, forever said real property hereinbefore described.

Given under my hand and seal of office this 26<sup>th</sup> day of February, A.D., 2013.

*Elisabeth Frazier*

Elisabeth Frazier  
Mason County Treasurer



[JJB] 12/21/2016

[JDB] 12/21/2016

[RN] 01/13/2017

**Denese LaClair - 150 Panorama**

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**From:** "Richard Beckman" <richard@richardbeckman.com>  
**To:** <randyn@johnlscott.com>, "Denese LaClair" <dlaclair@co.mason.wa.us>  
**Date:** 1/18/2017 11:11 PM  
**Subject:** 150 Panorama  
**CC:** <FPinter@co.mason.wa.us>  
**Attachments:** 150 E Panorama Drive - 150 Panorma - Buyer Counter.pdf

---

Hi

The buyer has made a counteroffer n 150 Panorama. See the attached counteroffer.

Richard



**MASON COUNTY**  
**BRIEFING ITEM SUMMARY FORM**

<b>TO: BOARD OF MASON COUNTY COMMISSIONERS</b>	
<b>FROM: Frank Pinter/Deb</b>	
<b>DEPARTMENT: Support Services</b>	<b>EXT: 530</b>
<b>BRIEFING DATE: 1/30/17</b>	

**ITEM:**

Requesting BOCC direction, including prioritization of efforts, with regards to the formulation and submission of a U. S. Dept. Justice/Bureau of Justice Assistance (BJA)-Justice and Mental Health Collaboration Program (JMHCP) grant application.

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

The BJA has released a funding opportunity focused on projects that demonstrate a collaborative project between criminal justice and mental health partners from eligible applicants to plan and implement justice and mental health strategies collectively designed between justice and mental health.

Categories include; **1. Category 1:** Collaborative County3 Approaches to Reducing the Prevalence of Individuals with Mental Disorders in Jail: Category 1 grantees will demonstrate a systemwide coordinated approach to safely reduce the prevalence of individuals with mental disorders in local jails. Maximum funding request \$200,000, project period is 24 months, 10 awards. **2. Category 2:** Strategic Planning for Law Enforcement and Mental Health Collaboration: Category 2 grantees will design their community's law enforcement mental health collaboration strategy to improve responses to, and connections to services for, people with mental health and co-occurring disorders by conducting a comprehensive agency assessment of policy and practice, developing an agency training plan, building and maintaining a data collection system, and partnering with mental health and the community. Maximum funding request is \$75,000, project period is 12 months, 40 awards. **3. Category 3:** Implementation and Expansion: Category 3 grantees will implement targeted mental health and justice system interventions to address the needs of individuals with mental disorders or expand upon (or improve) well-established mental health and justice system collaboration strategies to address the needs of individuals with mental health disorders and to improve public safety. Maximum funding request is \$300,000, project period is 24 months, 8 awards. See attached overview for detailed information.

Potential joint effort between Mason and Thurston Counties and the Thurston Mason Behavioral Health Organization.

**Cost Impact to the County**

To be determined.

**RECOMMENDED OR REQUESTED ACTION:**

Provide staff direction.

**Attachment:**

Funding opportunity Overview

## Overview

**Agency:** U. S. Dept. Justice/Bureau of Justice Assistance  
**RFP Title:** Justice and Mental Health Collaboration Program (JMHCP)  
**FY 2016 Competitive Grant Announcement**  
**CFDA#:** 16.745

### General:

Due 4/4/17 11:59 EST via grants.gov

Three project categories

20% match required (cash or in-kind)

Eligible applicants are limited to states, units of local government and tribes

### Funder's Goals/Project Requirements:

A. Overall purpose- BJA is seeking applications that demonstrate a collaborative project between criminal justice and mental health partners from eligible applicants to plan and implement justice and mental health strategies collectively designed between justice and mental health.

#### B. Program specifics:

1. BJA is seeking applications that demonstrate a collaborative project between criminal justice and mental health partners from eligible applicants to plan and implement justice and mental health strategies collectively designed between justice and mental health.
2. The program encourages early intervention for these multisystem-involved individuals; maximizes diversion opportunities for multisystem-involved individuals with mental illnesses or co-occurring mental and substance abuse disorders; promotes cross-training for justice and treatment professionals; and facilitates communication, collaboration, and the delivery of support services among justice professionals, treatment and related service providers, and governmental partners.
3. Specifically seeks to increase early identification and front-end diversion of people with mental health and co-occurring substance use disorders identified at early intercept points within the justice system.
4. Seeks to increase the number of justice, mental health, and community partnerships; increase evidence-based practices and treatment responses to people with behavioral health disorders in the justice system; and increase the collection of health and justice data to accurately respond to the prevalence of justice-involved people with mental health and co-occurring substance use disorders.

#### C. Successful programs/resources to consider encompassing in project-see RFP pages 4-5 :

1. Stepping Up Initiative led by the Council of State Governments (CSG) Justice Center, the National Association of Counties and the American Psychiatric Foundation to assist jurisdictions in planning to reduce the prevalence of people with mental illnesses in their jails.
2. BJA's Police Mental Health Collaboration Toolkit (PMHC Toolkit) to provide resources for law enforcement agencies to partner with mental health providers to effectively respond to calls for service, improve outcomes for people with mental illnesses, and advance public safety.
3. BJA and International Association of Chiefs of Police One Mind Campaign, which seeks to ensure successful interactions between police officers and persons affected by mental illness. To join the campaign, law enforcement agencies must commit to implementing four promising practices over a 12- to 36-months.

D. Goal-BJA has revised the goals of JMHCP to move away from facilitating small-scale programming, which meets the needs of a limited target population, and move toward support for systemic reviews and changes. Includes:

1. Universal screening and assessment.
2. Enhanced comprehensive law enforcement diversion strategies.
3. Appropriate resource allocation and program placement for treatment and supervision based on risk level and needs.
4. Assessing and adjusting treatment capacity, evidence-base, and quality to meet the needs of justice-involved individuals with mental illnesses and co-occurring substance use disorders.
5. Measuring progress.

E. Program categories-see specifics below in Notes:

1. Category 1: Collaborative County<sup>3</sup> Approaches to Reducing the Prevalence of Individuals with Mental Disorders in Jail: Category 1 grantees will demonstrate a systemwide coordinated approach to safely reduce the prevalence of individuals with mental disorders in local jails. Maximum funding request \$200,000, project period is 24 months, 10 awards.

2. Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration: Category 2 grantees will design their community's law enforcement mental health collaboration strategy to improve responses to, and connections to services for, people with mental health and co-occurring disorders by conducting a comprehensive agency assessment of policy and practice, developing an agency training plan, building and maintaining a data collection system, and partnering with mental health and the community. Maximum funding request is \$75,000, project period is 12 months, 40 awards.

3. Category 3: Implementation and Expansion: Category 3 grantees will implement targeted mental health and justice system interventions to address the needs of individuals with mental disorders or expand upon (or improve) well-established mental health and justice system collaboration strategies to address the needs of individuals with mental health disorders and to improve public safety. Maximum funding request is \$300,000, project period is 24 months, 8 awards.

F. Applicants should consider including/addressing the following when developing their program:

Program Evaluation-is critical to the effectiveness and utility of JMHCP programs, as evaluation not only determines which programs are most effective for which populations, but also contributes toward the expansion of the knowledge base of what programs have the highest likelihood for success in lowering recidivism and improving public health outcomes. BJA strongly urges applicants to consider a partnership with a local research organization that can assist with data collection, performance measurement, and local evaluation.

1. Risk-Need-Responsivity Principle

Current research supports the "Risk-Need-Responsivity" (RNR) model for how criminal justice authorities should be identifying and prioritizing individuals to receive appropriate interventions<sup>6</sup>. BJA intends to fund programs that have a demonstrated evidence base and that are appropriate for the target population. See RFP pages 14-15.

2. Providing Interventions that Address Criminogenic Need

Tailor treatment interventions to individuals' specific criminogenic and behavioral health needs to improve public safety and public health outcomes. Criminogenic needs are risk factors closely associated with offending behavior and to which targeted interventions are responsive. Criminogenic risk and needs factors include history of anti-social behavior, anti-social personality pattern, anti-social cognition, anti-social associates, unsupportive relationships with family and/or spouse, especially in regard to refraining from criminal activity, underperforming and lacking motivation in school and/or work, lacking in non-criminal leisure and/or recreation activities, and substance use.

3. Mental Health Treatment Services-see RFP page 15

Provide mental health treatment practices that have a demonstrated evidence base and that are appropriate for the target population. The following evidence-based mental health treatment practices have been shown to improve clinical outcomes for people with serious mental illnesses:

- a. Assertive Community Treatment (ACT)
- b. Illness Management and Recovery (IMR)
- c. Integrated Mental Health and Substance Abuse Services
- d. Supported Employment (SE)
- e. Psychopharmacology
- f. Other promising practices: Forensic ACT (FACT) and Cognitive Behavioral Therapy (CBT)

4. Housing, Supported Employment, and Supported Education-Utilize other evidence-based practices based on the needs of the target population. Supported Employment is an evidence-based practice that is designed to help the individual find and keep competitive work. Housing programs for persons with mental illness should take into consideration the demands of the criminal justice system and ensure that a range of options are available. Supported Education interventions have also been found to be a promising practice.

## G. Priority Considerations

1. *For Category 1: Large Urban Counties or Rural Counties in Partnership with Neighboring Counties or States* Large urban counties face unique challenges in implementing universal screening and assessment for criminogenic risk and need for all individuals suspected of having a mental disorder. Similarly, rural counties face a different set of unique challenges in providing universal screening and assessment based on limited resources spread across a vast geographic area. Both large urban and rural counties are encouraged to apply under Category 1 to devise programs that will address these challenges with the same end goal for both: universal screening and assessment for all jail inmates suspected of a mental disorder and the use of the information gathered to inform pretrial decisionmaking.

2. *For Category 1: Counties with a Demonstrated Commitment to Reducing the Prevalence of People with Mental Illness in Jail*

Counties that can demonstrate commitment and capacity to reduce the prevalence of people with mental illness in the county jail, such as through participation in the Stepping Up Initiative or other reasonable means.

3. *All-Program Evaluation*-is critical to the effectiveness and utility of JMHCP programs, as evaluation not only determines which programs are most effective for which populations, but also contributes toward the expansion of the knowledge base of what programs have the highest likelihood for success in lowering recidivism and improving public health outcomes. BJA strongly urges applicants to consider a partnership with a local research organization that can assist with data collection, performance measurement, and local evaluation.

4. *All-Provision of Services for Justice System-Involved Females-Consistent with the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Sec. 3 (c)(2))*, priority will be given to applications that promote effective strategies for identification and treatment of justice system-involved females with mental illness or co-occurring mental health and substance abuse disorders.

5. *All-Information sharing between criminal justice agencies and community behavioral health services* Developing information systems within and across criminal justice and behavioral health treatment agencies to facilitate the sharing of information creates and promotes the delivery of timely information for both law enforcement and mental health services to make appropriate decisions that are inclusive of one another for people with mental health and co-occurring substance use disorders.

6. *All-Service Provision Considerations*-Applicants are encouraged to take into consideration additional targeted responses when making decisions about the appropriate service response for justice-involved individuals with mental illnesses:

- a. Trauma-Informed Care (TIC) is the framework for the practice of implementing trauma screening, assessment, and recovery support. Within the TIC framework, services are organized and delivered in a manner that meets the unique needs of consumers who have survived traumatic events, and safety, as identified by the service recipient, is the primary concern.
- b. Co-occurring disorders are prevalent in many behavioral health settings and program planning should address how to treat the co-occurring disorders.

H. *Target Population Requirements*-Grant funds must be used to support a target population that includes adults or juveniles who:

1. Have been diagnosed as having a mental illness or co-occurring mental health and substance abuse disorders; and

2. Have faced, are facing, or could face criminal charges for a misdemeanor or felony that is a nonviolent offense.

- a. Per MIOTCRA, a nonviolent offense is an offense that does not have as an element the use, attempted use, or threatened use of physical force against the person or property of another or is not a felony that by its nature involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.
- b. An individual's past criminal history has no effect on present eligibility for JMHCP programs.
- c. While co-occurring mental and substance use disorders are common in this population, applicants should not work with a substance use population only. JMHCP funds are intended for use with a population with mental disorders only or co-occurring mental and substance use disorders.

I. Evidence-Based Programs or Practices-OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to-see RFP page 18 for specifics:

1. Improving the quantity and quality of evidence OJP generates.
2. Integrating evidence into program, practice, and policy decisions within OJP and the field.
3. Improving the translation of evidence into practice.

J. Inability to Fund Program

Applicants for Categories 1 and 3 must explain their inability to fund the collaboration program adequately without Federal assistance; specify how the Federal support will be used to supplement, and not supplant, State, local, Indian tribe, or tribal organization sources of funding that would otherwise be available, including billing third-party resources for services already covered; and outline plans for obtaining necessary support to continue the proposed collaboration program following federal support.

K. Review Criteria (see RFP pages 42-48 for specifics)-applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. Statement of the Problem/Description of the Issue (20%)
2. Project Design and Implementation (40%)
3. Capabilities and Competencies (20%)
4. Plan for Collecting the Data required for this Solicitation's Performance Measures (10%)
5. Plan for Measuring Program Success to Inform Plans for Sustainment (5%)
6. Budget: complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project.12 (5%)

L. Assessment of Applicant's Degree of Risk-beyond info posted at Federal Awardee Performance and Integrity Information System( FAPIIS)-currently SAM, the OJP takes into account information pertinent to matters such as:

1. Applicant financial stability and fiscal integrity.
2. Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide.
3. Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies.
4. Reports and findings from audits of the applicant, including audits under the Part 200 Uniform Requirements.
5. Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements.

M. Reports.

1. Recipients typically must submit quarterly financial reports
2. Performance Management Tool (PMT) quarterly progress reports, final financial and progress reports.
3. If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

N. Data on performance measures-in addition to required reports, an award recipient also must provide data that measure the results of the work done under the award. OJP will require each successful applicant to submit specific performance measures data as part of its reporting under the award (see "General Information about Post-Federal Award Reporting Requirements" in Section F. Federal Award Administration Information). The performance measures correlate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables." see RFP pages 25-29.

O. Partners must be included in the budget as subgrantees.

P. Administrative, National Policy and Other-Legal Requirements

1. Civil Rights Compliance
2. Funding to Faith-Based Organizations
3. Confidentiality and Privacy Protections
4. Research and the Protection of Human Subjects (if applicable)
5. Anti-Lobbying Act
6. Reporting Requirements
7. National Environmental Policy Act (NEPA) (if applicable)
8. National Historic Preservation Act (NHPA) (if applicable)
9. DOJ Information Technology Standards (if applicable)
10. Non-Supplanting of State or Local Funds
11. Criminal Penalty for False Statements
12. Reporting Fraud, Waste, Error, and Abuse
13. Suspension or Termination of Funding
14. Nonprofit Organizations
15. Government Performance and Results Act (GPRA)
16. Rights in Intellectual Property
17. Federal Funding Accountability and Transparency Act (FFATA) of 2006
18. Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
19. Active SAM Registration and Unique Identifier Requirements
20. Whistleblower Protections for Employees of OVW Grantees
21. Prohibited Conduct by Recipients Related to Trafficking in Persons
22. General Appropriations Law Restrictions on Use of Federal Funds
23. Recipient Integrity and Performance Matters Including Recipient Reporting to FAPIIS

**Proposal Requirements:**

- A. Application Components: Project Narrative, Budget Detail and Narrative and MOU/LOC
- B. Application Requirements
  1. SF-424 with standard certs/assurances
  2. Summary Data Sheet (see specifics-RFP page 11)
  3. Proposal Abstract (see specifics-RFP pages 23-24)
  4. Project Narrative (see specifics-RFP pages 25-29)
    - a. Includes; Purpose of the Application, What Will Be Done and Who Will Implement
    - b. Must respond to the solicitation and the Selection Criteria (1–5) in the order given.
    - c. Must be double-spaced, using a standard 12-point font (Times New Roman is preferred)
    - d. 1-inch margins,
    - e. Must not exceed 10 pages.
    - f. Number pages "1 of 15," "2 of 15," etc.
    - g. If the program narrative fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions.
  5. Budget Detail Worksheet and Narrative (see specifics-RFP pages 29-33)
  6. Standard Assurances and Certifications
  7. SF-LLL
  8. Financial Accounting Practices (see specifics-RFP pages 33-34)
  9. Indirect Cost Rate Agreement (only if the applicant has a current federally-approved rate)
  10. Additional Attachments
    - a. Timeline
    - b. Position Descriptions and Resumes-résumés in a single file
    - c. Memorandum of Understanding (MOU)
    - d. Letter of Commitment-law enforcement applicants-leadership commitment req for Cat 2/ or 3 see RFP page 34 for specifics.
    - e. Pending Applications
    - f. Research Evaluation (if applicable see RFP pages 36-37)
    - g. Disclosures of Process Related to Executive Compensation (non-profit applicants)

C. Select the correct Competition ID:

1. Category 1: Collaborative County Approaches to Reducing the Prevalence of Individuals with Mental Disorders in Jail Competition ID: BJA-2017-11381.
2. Category 2: Strategic Planning for Police and Mental Health Collaboration Competition ID: BJA-2017-11382.
3. Category 3: Implementation and Expansion Competition ID: BJA-2017-12123.

**Budget:**

A. 20% match, cash or in-kind.

B. Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

C. Unallowable Uses for Award Funds-in addition to the unallowable costs identified in the Financial Guide, award funds may not be used for:

1. Prizes/rewards/entertainment/trinkets (or any type of monetary incentive)
2. Client stipends
3. Gift cards
4. Vehicles
5. Food and beverage unless prior approval is obtained from the programs' office.

D. Additional Budget Requirements:

1. Must budget funding to support attendance to a grantee orientation meeting. Plan for up to four staff to attend the meeting and participants should include a representative from the criminal justice partner, a representative from the mental health partner, and staff responsible for the management of the grant. For cost estimates, plan for this to be a 2-day meeting in Washington, D.C.
2. Must include amount and source of matching funding (see page 20).
3. *Category 1 and 2 applicants*-additional travel costs should be included to attend a BJA-sponsored strategic planning meeting. Plan for at least three staff to attend a 3-day meeting in Washington, DC.
4. *Category 1 and 3 applicants*-must set aside an adequate amount of funding to implement a data collection plan. The plan should be described in the program narrative under Selection Criteria 4.
5. *Category 1 and 3 applicants*-should structure their budgets to accommodate only a percentage of funds being available during the planning stage with the remainder to be released upon approval of a Planning and Implementation Guide.

E. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any) see RFP pages 30-32.

**Notes:**

**Category 1: Collaborative County Approaches to Reducing the Prevalence of Individuals with Mental Disorders in Jail Competition ID: BJA-2017-11381. Maximum funding request is \$200,000, project period is 24 months, 10 awards.**

1. Category 1 applicants will engage in a collaborative planning process with county leadership toward the goal of reducing the number of individuals with mental disorders and co-occurring substance use disorders in local jails who can be safely supervised and/or treated in the community. Category 1 grants will support a targeted analysis of the prevalence of people with mental disorders in the local jail, a review of existing community resources, and identification and initial implementation of policy and practice changes to minimize contact or deeper involvement of individuals with mental disorders and co-occurring substance use disorders in the criminal justice system.

2. Category 1 grantees will demonstrate a commitment to system-level reduction in the prevalence of mental illness in jails. Beyond intercept-specific programs (e.g., pretrial diversion, mental health courts, correctional programs, reentry programs, etc.), counties will work toward a coordinated response to maximize diversion for individuals with mental disorders that includes: a county system analysis to identify strategies to reduce the prevalence of individuals with mental disorders in local jails; screening and assessing all people with potential mental disorders booked into the jail for criminogenic risk and needs; recording this information in an electronic record; ensuring this information is shared appropriately to inform pretrial decisionmaking; and defining mental

health needs in terms that align with state definitions that pertain to eligibility for publicly funded mental health services. All grantees must establish a team (or utilize a pre-existing team) of county leaders, stakeholders, and decisionmakers from multiple agencies to engage in the planning process

3. Counties of all sizes are encouraged to apply, although priority consideration will be given to:

- Large urban counties seeking to implement universal screening and assessment of all people booked into the jail for mental health disorders, risk, and need using an appropriate validated risk assessment tool to inform pretrial decisionmaking.
- Rural counties in partnership with neighboring counties or the state to ensure that all people booked into jail are screened for risk and need and that the information gathered will be used to inform pretrial decisionmaking.

4. Grantees must work with BJA's training and technical assistance (TTA) provider for JMHCP, the CSG Justice Center, to complete a Planning and Implementation Guide as well as a planning phase; and, after completion of the planning phase, an implementation phase to help grantees complete the activities below.

5. Completion and Submission of the Planning and Implementation Guide

Grantees will receive intensive technical assistance and will have access to up to \$100,000 of the total grant award in order to complete and submit a required Planning and Implementation Guide, provided by the BJA TTA provider, which will guide each grantee in developing a strategic plan that is the result of; system mapping, data analyses, and policy and practice reviews. Program budget approval and coordination with a technical assistance coordinator is required to complete and submit a Planning and Implementation Guide.

6. Allowable Uses of Funds for Category 1 Planning Phase:

- Make use of an outside facilitator to assist in planning team meetings.
- Engage a research partner/evaluator to ensure outcomes are being evaluated effectively.
- Gather, consolidate and analyze existing local data.
- Clarify and document how individuals with mental disorders move through the local justice system and identify and gather relevant sources of data for analyses to identify policy options to safely reduce the prevalence of individuals, especially high utilizers, with mental disorders in jail through diversion, alternative sentencing, or other strategies.

7. Allowable Uses of Funds for Category 1 Implementation Phase:

After completion and BJA approval of the Planning and Implementation Guide, grant funds may be used to support any one or combination of the following allowable activities:

- Improve the administration of screening and/or assessment tools needed to identify mental disorders, substance use disorders, and criminogenic risk/needs among adults entering jail.
- Develop or reform policies and practices for the use of risk/need assessment data, including how it is shared among agencies, and how it is used in making pretrial decisions that are responsive to the individual risks and needs, enhancing diversion opportunities as well as continuity of care upon release back to the community.
- Use assessment data to measure the prevalence of individuals with mental disorders or co-occurring substance use disorders in jail.
- Inventory the policies, programs, and services currently in use that may minimize contact or deeper involvement for individuals with mental disorders in the criminal justice system, and identify gaps.
- Develop and implement a plan to change policies and/or realign existing programs and services to minimize contact or deeper involvement of individuals with mental disorders and co-occurring substance use disorders in the criminal justice system.
- Develop alternatives to hospital and jail admissions for high utilizers that provide treatment, stabilization, and other appropriate supports in the least restrictive, yet appropriate environment, such as receiving centers, intensive case management, or other specialized responses.

**Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Competition ID: BJA-2017-11382. Maximum funding request is \$75,000, project period is 12 months, 40 awards.**

1. Category 2 grantees will demonstrate a commitment on the part of law enforcement, mental health agencies, and local government leaders by conducting a strategic planning process to select a law enforcement mental health collaboration (Crisis Intervention Team; CIT, Co-Responder Model, etc.) that will be expected to improve responses to people with mental illnesses and co-occurring substance use disorders. For



more information about police–mental health collaboration options, please visit PMHC Toolkit. Teams consisting of police, local government, and mental health organization leadership will receive intensive technical assistance, including a mandatory in-person strategic planning session, to conduct a comprehensive assessment of current policies, practices, and resources available to respond to this population. Agencies and their partners will select and design the best model approach for growing an agency and community-wide strategy to improve police and community responses to people with mental health and co-occurring disorders. Agencies will be provided practical and actionable written guidance, drawn from the successful experiences of law enforcement, to design their police–mental health collaboration strategy. The main grant deliverable includes an action plan encompassing such elements as the commitment of leadership; collaboration with behavioral health agencies; written policies and procedures; necessary police and mental health resource allocations; training curricula and practices (including what percent of the force is trained, how to select who receives training, training for calltakers/dispatchers, etc.); staffing and performance evaluations; and the use of data for performance and outcomes measurement.

2. Allowable Use of Funds for Strategic Planning for Law Enforcement and Mental Health Collaboration. During the planning period, Category 2 grantees must complete a Police Mental Health Collaboration Action Plan. Grant funds may be used to support the following allowable activities:
- A. Personnel costs related to a police–mental health coordinator position to lead and coordinate a review and planning process.
  - B. Consultant services to assist with improving data and performance measurement systems/processes; revising policies and procedures; improving staff performance evaluations; or delivering trainings.
  - C. Conducting a local evaluation of an existing police–mental health collaboration, such as a Crisis Intervention Team or Mobile Crisis Team. Priority consideration will be given to grantees that include evaluation as a program component (see "Priority Considerations" section).
  - D. Law enforcement consultant services to assist with:
    - 1. the assessment and review of data related to calls for service.
    - 2. the assessment of written policies and procedures related to response.
    - 3. the assessment of current practices in information systems and communications.
    - 4. the review of agency training curricula, delivery and peer support.
  - E. Meeting expenses related to planning.
  - F. Travel costs to attend the Mandatory Strategic Planning Session.
  - G. Travel costs related to visiting approved law enforcement–mental health learning sites for peer-to-peer learning or approved conferences to further develop the strategy (e.g., JMHCP, CIT, etc.).

**Category 3: Implementation and Expansion Competition ID: BJA-2017-12123. Maximum funding request is \$300,000, project period is 24 months, 8 awards.**

1. Category 3 grants can be used to implement an already initiated plan or expand upon (or improve) a well-established collaboration plan between justice and mental health partners.
2. Grant funds may be used to support a combination of the allowable use categories below, or be concentrated on one specific category. Any of the following examples of allowable uses of grant funds may be combined with one another, or may be combined with an evaluation component, which would receive priority consideration (see "Priority Considerations" section).
3. Category 3 grants can support law enforcement response programs; court-based initiatives such as mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs; treatment accountability services; specialized training for justice and treatment professionals; corrections/community corrections initiatives; transitional and reentry services; treatment; and non-treatment recovery support services coordination and delivery including case management, housing placement and supportive housing, job training and placement, education, primary and mental health care, and family supportive services.
4. Grantees will receive technical assistance through written guidance and review of their implementation/expansion strategy. They will be required to complete and submit a Planning and Implementation Guide<sup>4</sup> (to be provided by the BJA TTA provider) that reflects the program being implemented. Completion and Submission of the Planning and Implementation Guide

5. Grantees will receive intensive technical assistance and will be allowed to access up to \$100,000 of the total grant award in order to complete and submit a required Planning and Implementation Guide provided by the BJA TTA provider, which will guide each grantee in developing a strategic plan that incorporates evidence-based programs, policies, and practices. Program budget approval and coordination with a technical assistance coordinator is required to complete and submit a Planning and Implementation Guide.

6. Law enforcement agencies that apply under Category 3 must demonstrate a track record of collaboration or partnership with community mental health agencies.

7. Law enforcement applicants must demonstrate in the narrative:

A. A written action plan describing areas needing improvement or enhancement based on a comprehensive review/assessment.

B. An executed memorandum of understanding or other similar written agreement between the law enforcement agency and one or more behavioral health partners outlining the terms of their partnership and collaboration.

C. A description of training curricula and in-service training regarding behavioral health.

D. A letter or document indicating the commitment of leadership from the law enforcement agency and/or local officials to carry out this plan.

E. The availability of data and capacity to measure:

1. Number or rates of arrest among people with mental health needs/co-occurring disorders.

2. Diversion from jail for people with mental health needs/co-occurring disorders.

3. Referrals or hand-offs of people with mental health needs/co-occurring disorders to behavioral health or services providers.

4. Number or rate of incidents involving the use of force involving people with mental health needs/co-occurring disorders.

5. Number or rates of injuries to officers or citizens for incidents involving people with mental health needs/co-occurring disorders.

8. Allowable Uses for Implementation and Expansion (Category 3):

After completion and BJA approval of the Planning and Implementation Guide, grant funds may be used to support any one or combination of the following allowable activities:

A. Training for criminal justice, mental health, and substance use treatment personnel Training strategies may include, but are not limited to, a combination of the following:

1. Training programs that offer specialized and comprehensive training for law enforcement personnel in procedures to identify and respond appropriately to incidents in which the unique needs of individuals with mental disorders are involved, such as Crisis Intervention Team training.

2. Training staff, including supervising officers, to provide highly specialized and skilled evidence-based services targeting mental health and criminogenic needs.

3. Cross-system training programs for law enforcement, corrections-based staff, courts personnel, community supervision personnel, and community-based mental health and substance use providers.

Training programs should be designed to facilitate collaboration and enhance competency of personnel working with individuals with mental disorders involved in the criminal justice system. Training areas may include behavioral health and criminogenic risk and needs, case management, trauma-informed care, crisis responses, integrated treatment and supervision strategies, and improving access to treatment and supportive services.

4. Training for judges and attorneys on recognizing indications of mental health need, being familiar with different screening/assessment options and dispositional options that are available to create linkages to community-based care and supervision, and understanding the collateral consequences of justice involvement for people with mental illnesses (e.g., breaks in care and suspension/loss of benefits).

B. Enhance Access to Community-Based Healthcare Services and Coverage Plan and implement strategies for increasing access to healthcare, including behavioral health treatment, for populations that are anticipated to reduce recidivism and costs associated with detention and incarceration. Strategies include:

1. Strengthening partnerships among criminal justice, health, and behavioral health partners (e.g.,

corrections, local Medicaid offices, local healthcare providers, navigators at health insurance marketplaces, local Federally Qualified Health Centers [FQHCs] and public health departments) to better identify and enroll people in coverage.

2. Developing a process to determine status of coverage, identify individuals who are eligible and not currently enrolled, and institutionalize the enrollment of eligible individuals in some form of healthcare coverage, including improving access to other related benefit programs such as Social Security (OASDI and SSI/SSDI) and VA benefits.
3. Developing information systems within and across criminal justice and behavioral health treatment agencies to facilitate sharing of information, make eligibility determinations, and ensure direct connections to healthcare services in the community.
4. Incorporating health literacy into pre-release planning.
5. Providing guidance on the applicability of the 'individual mandate' for the criminal justice population. The 'individual mandate' as set by the Patient Protection and Affordable Care Act requires individuals to secure healthcare coverage or be subject to a federal tax.
6. Identifying options and exclusions under Medicaid and private coverage relating to court-mandated treatment.
7. Collaborating with state Medicaid agencies to address policies relating to Medicaid managed care enrollment and suspending and/or terminating Medicaid benefits during incarceration.

C. Law Enforcement Responses These responses include implementing or expanding police-mental health law enforcement strategies that are tailored to the needs of people with mental disorders. This may include, but is not limited to, a combination of the following:

1. Developing specialized receiving or diversion centers for individuals in custody of law enforcement to assess for suicide risk and mental health or co-occurring mental health and substance use treatment needs, and refer to or provide appropriate evaluation or treatment services.
2. Developing or enhancing computerized information systems to provide timely information to law enforcement and other criminal justice system personnel to improve the response to incidents involving people with mental disorders and co-occurring substance use disorders, which foster the systematic analysis of incidents involving people with mental disorders and co-occurring substance use disorders.
3. Developing or expanding law enforcement-mental health programs such as co-responder programs or Crisis Intervention Teams for responding to incidents involving people with mental disorders and co-occurring substance use disorders, in which law enforcement and mental health professionals collaborate to make decisions that balance the needs of individuals with mental disorders with public safety.
4. Conducting a local evaluation of an existing specialized response program, such as a Crisis Intervention Team, based on the components under "Program Evaluation."

Note-Any applicant who chooses to incorporate law enforcement responses into their program design should begin with a systematic analysis of available data on law enforcement calls for service and dispositions, as well as data about mental health crisis response activities, to ensure that programming decisions are responsive to current service demands and consistent with resources. Additionally, law enforcement-focused applicants are strongly encouraged to secure equal engagement and commitment for the proposed project from the local mental health authority and/or community of treatment providers.

Note-Implementation and Expansion law enforcement grantees must demonstrate readiness through a written improvement plan encompassing the following areas: the commitment of leadership; collaboration with behavioral health agencies; written policies and procedures; training curricula and practices; staffing and performance evaluations; and the use of data for performance and outcomes measurement.

D. Diversion and Alternative Sentencing Develop collaborative responses to identify individuals with mental disorders or co-occurring mental and substance use disorders as close to the time of initial detention as possible; maximizing diversion opportunities through pre-trial and court-based programs, and developing, expediting, and coordinating linkages to treatment and other services. Responses may include, but are not limited to, a combination of the following:

1. Developing mental health courts or other specialized court-based programs.
2. Developing systematic screening, assessment, and information sharing processes at early court

processing stages to identify individuals with mental disorders or co-occurring mental substance use disorders in order to appropriately inform decisionmaking and prioritize limited resources and identify needed capacity. (Information sharing is a priority consideration.)

3. Developing or enhancing diversion opportunities, which could include:

4. Pretrial release with specialized supervision and treatment.

5. Alternative prosecution and sentencing options (e.g., alternative to detention and incarceration programs).

6. If there is a case management and direct service component to the diversion and alternative sentencing program, please follow the expectations outlined under "Case Management and Direct Services" below.

E. Correctional Facility Grants-Improve the capacity of a correctional facility (jail, prison, or other detention facility used to house people who have been arrested, detained, held, or convicted by a criminal justice agency or court) to:

1. Identify and screen for eligible inmates.

2. Plan and provide initial and periodic assessments of the clinical, medical, and social needs of inmates.

3. Develop, implement, and enhance post-release transition plans for eligible inmates that, in a comprehensive manner, coordinate health, housing, medical, employment, and other appropriate services and public benefits.

4. Develop, implement, and enhance the availability of mental health care services and substance abuse treatment services within correctional facilities.

5. Develop, implement, and enhance alternatives to solitary confinement and segregated housing and mental health screening and treatment for inmates placed in solitary confinement or segregated housing.

6. Administer training to correctional facility employees to identify and appropriately respond to inmates with mental health or co-occurring mental health and substance abuse disorders.

F. Community Supervision Strategies Focus on probation and other community supervision agencies that are developing and cultivating new relationships with community mental health and substance use providers to develop and implement effective responses to individuals with mental disorders. This may include, but is not limited to, ensuring supervisees are receiving appropriate mental health services in the community and prioritizing caseloads to create a focus on mental health for people on community supervision with more significant mental health needs and higher risk of reoffending.

1. For any applicant that chooses to incorporate community supervision strategies into their program design, a criminogenic risk/need assessment must be completed for all program participants. This risk/need assessment, in conjunction with behavioral health needs assessments, should inform the types of services to provide and the intensity of supervision for this population.

2. In addition, access to healthcare services and coverage as mentioned above should be prioritized, such as information sharing within and across criminal justice and behavioral health treatment agencies to make eligibility determinations, and ensure direct connections to healthcare

G. Case Management and Direct Services Focus on mental health and other treatment providers who are working to tailor their evidence-based practices to address the needs of individuals with mental illnesses or co-occurring mental and substance use disorders. These treatment providers may be coordinating with a law enforcement, court, or corrections agency as part of a larger initiative that involves the allowable uses listed above. Direct services include mental health treatment, co-occurring mental and substance use disorder treatment, interventions to address criminogenic needs, and other supports including housing, supported employment, and supported education programs that are appropriate for individuals with mental illness. Applicants providing mental health treatment directly or through referral, including Diversion and Alternative Sentencing programs, are strongly encouraged to use evidence-based or promising mental health treatment practices shown to improve clinical outcomes for people with serious mental disorders.<sup>5</sup> For any applicant that chooses to incorporate case management and direct services into their program design, the following expectations must be met:

1. The case plan and treatment referrals must be informed by criminogenic risk/need, mental health, and substance use screening and assessment tools. If the lead service provider is not a dedicated

mental health agency, the service provider must work in concert with dedicated mental health professionals to ensure case management and treatment plans effectively meet the mental health needs of the target population.

2. The lead agency that is serving in a case management role and making referrals to services must put mechanisms in place (e.g., memorandum of understanding [MOU]/contractual language) to ensure that the service provider delivers evidence-based treatment models that are tailored to meet the assessed mental health, substance use, and criminogenic needs of the target population.

3. Community-based treatment providers or other agencies providing or coordinating the delivery of services to the target population must have interagency guidelines (e.g., MOUs) in place with

**MASON COUNTY  
BRIEFING ITEM SUMMARY FORM**

<b>TO: BOARD OF MASON COUNTY COMMISSIONERS</b>	
<b>FROM: Todd Parker</b>	
<b>DEPARTMENT: Community Services—Community Health &amp; Human Services Division</b>	<b>EXT: 293</b>
<b>BRIEFING DATE: 1/23/17</b>	
<b>PREVIOUS BRIEFING DATES: (If this is a follow-up briefing, please provide only new information)</b>	

**ITEM:**

- 1. Housing Authority**
  - a. Viable option to expand affordable housing,
  - b. Can use 2163 and 2060 money – we would like to see an RFP
  - c. Support the growth to profitable organization and options to accomplish include linking with Bremerton HA or generate funds to include a support staff, research other HA's and recruit members that can help the organization grow
  - d. Bond and Promissory Note from the BHA
- 2. Homes First Veteran's Housing Project**
  - a. Contract Considerations
    - i. Responsible party for finding and arranging contractual agreement
    - ii. Current use: Permanent Supportive Housing and Shelter; consider revision
    - iii. Possible use: Shared living, still may need a part-time oversight
- 3. CHG/HEN fund administration**
  - a. Transition plan to include application assistance and training on reports and expenses
  - b. Responsibilities for County in taking over the CHG and HEN funding
- 4. 2060 & 2163 Funding Allocations**
  - a. Current allocations – refer to table
  - b. see #5 for a process, current priorities and recommendations for next grant cycle and future
- 5. Alignment among coalitions**
  - a. Need for key players that serve in the up and down flow of information
  - b. Behavioral Health Board - Mason Matters Board – sub-action groups from CHIP
  - c. Address process, priorities and creating recommendations on how the money is spent
- 6. Needs in the Community**
  - a. Capital projects – affordable housing including rent, utilities, property tax
  - b. Triage - Transitional housing upon release
  - c. Additional Oxford House
  - d. Housing for single adults
  - e. Service providers to oversee permanent supportive housing, shared living and shelters
  - f. Youth

*Future BHD*

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

At a briefing on the Point in Time Homeless Census Count on 1/9/17, questions were asked surrounding the Homes First Veterans Housing Project. It was recommended that a separate briefing be held not only on this project, but to be a comprehensive housing update.

**BUDGET IMPACTS:**

No immediate impacts. The information could impact how the money is allocated in the next fiscal year and the process by which the Commissioners receive recommendations on how the money is used.

**RECOMMENDED OR REQUESTED ACTION:**

1. **Housing Authority:**
  - a. Support the organizational growth
  - b. Consider a joint venture with the Bremerton Housing Authority
  - c. Aid in the recruitment of board members including a paid Executive Director and/or administrative assistant that can aid the growth
2. **Homes First Veterans Housing Project:**
  - a. Amend contract language for use
  - b. Refine language on who is responsible for finding a service provider and entering into a contract with the service provider
3. **CHG / HEN Funding:** Information update
4. **2060 & 2163 Funding Allocations:**
  - a. Consider a process to prioritized funding and receiving recommendations from coalitions or subcommittees
5. **Alignment of Coalitions**
  - a. Aid in recruitment and alignment of key players to create an up and down flow of information
6. **Needs in the Community:** Information Update

**ATTACHMENTS: Homes First Veterans Project Contract**

**MASON COUNTY**

**and**

**HOMES FIRST**

**Veteran's Shelter and Permanent Supportive Housing  
Facility Purchase and Rehabilitation Contract**

This CONTRACT is made and entered into by and between Mason County, hereinafter referred to as "COUNTY" and Homes First hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, COUNTY desires to provide low-income and/or homeless Veterans with a Shelter and Permanent Supportive Housing; and

WHEREAS, CONTRACTOR, an established low-income housing non-profit provider, has secured the funds required to cover a portion of the costs associated with purchasing a house to be used as a low-income and/or homeless Veteran's Shelter and a duplex to be used as Permanent Supportive Housing for low-income Veterans; and

WHEREAS, the County Commissioners have pledged \$100,000 to be used to complete the purchase and rehabilitation of the properties.

NOW, THEREFORE, for and in consideration of the CONTRACT and the payment to be made by COUNTY, the parties agree to the following:

**Special Conditions**

**Funding Sources:**

COUNTY is providing \$100,000 in revenue generated from document recording fees as allowed per 2005 legislation for Engrossed Second Substitute House Bill (ESHHB) 2163 and 2002 legislation for Substitute House Bill (SHB) 2060 to be used for Homeless Prevention. Additional funding sources for the project is a Washington State Department of Commerce (Commerce) 2017 Local and Community Projects Program grant for \$199,820 and mortgage loans secured by Homes First.

**Ownership:**

CONTRACTOR will own the properties located at 414-416 S 7th Street and 420 S 7th Street located in Shelton, Washington herein collectively called FACILITIES.

**Use:**

The FACILITIES will be used for the purpose of providing Mason County Veteran's with a Shelter and Permanent Supportive Housing. Following the completion of the ten (10) year grant commitment to Commerce, Mason County reserves the right to change the use so long as it aligns with CONTRACTOR's mission.

**Tenant Eligibility and Rent:**

1. Tenants of the Permanent Supportive Housing and Veterans staying in the Shelter must have a verified income that does not exceed 50% of the area median income as determined annually by the U. S. Department of Housing and Urban Development (HUD).



2. The total monthly rent for the Permanent Supportive Housing by the tenants can't exceed HUD's annual HOME Program Rents or current HUD low-income housing program.
3. The monthly rent for the Shelter can't exceed HUD's annual HOME Program Rents or current HUD low-income housing program.

**Use of Income Generated from Rent:**

CONTRACTOR will use any net income generated through these property rentals to provide additional low-income housing in Mason County.

**Procurement:**

Procurement of service providers and/or goods is to be conducted in compliance with applicable procurement and contracting procedures and laws as detailed RCW 39.26 or per Commerce's procurement requirements. In instances where the requirements differ CONTRACTOR will comply with the requirement that is the strictest.

**Annual Reports:**

CONTRACTOR will provide COUNTY an annual written report that, at a minimum details: the number of Veterans served at each of the FACILITIES; income and expenses per facility; number of Veterans on the waiting list(s); number of Veterans turned away from the Shelter due to lack of space or capacity; summary of identified unmet needs as defined by the social services provider managing the FACILITIES; two (2) impact or "success" stories; and a summary of potential new low-income housing investments in Mason County. The report is due annually on or before January 31st.

**Local Preference:**

COUNTY requests that CONTRACTOR use local (Mason County) service providers, contractors and vendors whenever possible.

**Period of Affordability:**

The Period of Affordability for this CONTRACT will start on date of last signature on this CONTRACT and will continue for thirty (30) years.

**Sale of FACILITIES:**

Should the CONTRACTOR opt to sell either or both of the FACILITIES prior to the end of the Period of Affordability COUNTY reserves the right of first refusal. If either or both of the FACILITIES are sold CONTRACTOR will reimburse COUNTY's original \$100,000 investment plus interest to be computed utilizing Commerce's interest calculation formula. Sale process will follow generally accepted best practices in Washington State real estate market at the time of sale.

**Failure to Comply:**

Should the CONTRACTOR fail to comply with the terms detailed Commerce grant and Commerce requires the CONTRACTOR to repay the total sum granted plus interest, COUNTY will also require the CONTRACTOR to repay the \$100,000 investment plus interest to be computed utilizing Commerce's interest calculation formula.

**General Conditions**

**Term:**

CONTRACT will start on date of last signature on this CONTRACT and will continue for thirty (30) years.

**Extension:**

The duration of this CONTRACT may be extended by mutual written consent of the parties.

**Compensation:**

CONTRACT total value is \$100,000.

**Labor Standards:**

CONTRACTOR agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and/or the State of Washington.

**Independent Contractor:**

CONTRACTOR's services shall be furnished by the CONTRACTOR as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee. All payments made hereunder and all services performed shall be made and performed pursuant to this CONTRACT by the CONTRACTOR as an independent contractor.

CONTRACTOR will defend, indemnify and hold harmless the COUNTY, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

**Non-Discrimination in Employment:**

COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. CONTRACTOR shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which CONTRACTOR is governed by such laws, CONTRACTOR shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any sub-contractor, provided that the foregoing provision shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

**Non-Discrimination in Client Services:**

CONTRACTOR shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this CONTRACT; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this CONTRACT; or deny an individual or business an opportunity to participate in any program provided by this CONTRACT.

**Right to Review:**

This CONTRACT is subject to review by any Federal, State or COUNTY auditor. COUNTY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by COUNTY's Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by COUNTY agents or employees, inspection of all records or other materials which COUNTY deems pertinent to the CONTRACT and its performance, and any and all communications with or evaluations by service recipients under this CONTRACT. CONTRACTOR shall preserve and maintain all financial records and records relating to the performance of work under this CONTRACT for six (6) years after CONTRACT termination, and shall make them available for such review, within Mason County, State of Washington, upon request. CONTRACTOR also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this CONTRACT. If no advance notice is given to CONTRACTOR, then CONTRACTOR agrees to notify the Administrative Officer as soon as it is practical.

**Insurance Required:**

At a minimum, CONTRACTOR shall provide insurance as detailed in "EXHIBIT A Insurance Requirements."

**Industrial Insurance Waiver:**

With respect to the performance of this CONTRACT and as to claims against COUNTY, its officers, agents and employees, CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this CONTRACT extend to any claim brought by or on behalf of any employee of CONTRACTOR. This waiver is mutually negotiated by the parties to this CONTRACT.

**CONTRACTOR Commitments, Warranties and Representations:**

Any written commitment received from CONTRACTOR concerning this CONTRACT shall be binding upon CONTRACTOR, unless otherwise specifically provided herein with reference to this paragraph. Failure of CONTRACTOR to fulfill such a commitment shall render CONTRACTOR liable for damages to COUNTY. A commitment includes, but is not limited to, any representation made prior to execution of this CONTRACT, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

**Defense and Indemnity Contract:**

Indemnification by CONTRACTOR. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and

alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon CONTRACTOR's or its subcontractors' use of, presence upon or proximity to the property of COUNTY. This indemnification obligation of CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this CONTRACT, are reflected in CONTRACTOR's compensation, and have been mutually negotiated by the parties.

**Provider's initials acknowledging indemnity terms:** \_\_\_\_\_

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

Survival of CONTRACTOR's Indemnity Obligations. CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.

Indemnity by Subcontractors. In the event the CONTRACTOR enters into subcontracts to the extent allowed under this CONTRACT, CONTRACTOR's subcontractors shall indemnify the COUNTY on a basis equal to or exceeding CONTRACTOR's indemnity obligations to COUNTY.

**E-Verify:**

The E-Verify contractor program for Mason County applies to contracts of \$100,000 or more and subcontracts for \$25,000 or more if the primary contract is for \$100,000 or more. CONTRACTOR represents and warrants that it will, for at least the duration of this CONTRACT, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Mason County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the COUNTY, to provide a copy of each such verification to the COUNTY. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this CONTRACT and ineligibility for any Mason County Contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the COUNTY due to contract cancellation or loss of license or permit." CONTRACTOR will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

**Compliance with Applicable Laws, Rules and Regulations:**

This CONTRACT shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, political subdivisions of the State of Washington and Mason County. CONTRACTOR also agrees to comply with applicable Federal, State, County or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

**Administration of Contract:**

COUNTY hereby appoints, and CONTRACTOR hereby accepts, the Mason County Budget Manager and his or her designee, as COUNTY's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this CONTRACT, including COUNTY's right to receive and act on all reports and documents, and any auditing performed by the COUNTY related to this CONTRACT. CONTRACTOR's primary contact will be Homes First's Chief Officer.

**Notice:**

Except as set forth elsewhere in the CONTRACT, for all purposes under this CONTRACT except service of process, notice shall be given by CONTRACTOR to COUNTY's Administrative Officer under this CONTRACT. Notices and other communication may be conducted via e-mail, U.S. mail, fax, hand-delivery or other generally accepted manner including delivery services.

**Modifications:**

Either party may request changes in the CONTRACT. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

**Termination for Default:**

If CONTRACTOR defaults by failing to perform any of the obligations of the CONTRACT or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, COUNTY may, by depositing written notice to CONTRACTOR in the U.S. mail, terminate the CONTRACT.

If a notice of termination for default has been issued and it is later determined for any reason that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

**Termination for Public Convenience:**

COUNTY may terminate this CONTRACT in whole or in part whenever COUNTY determines, in its sole discretion, that such termination is in the interests of COUNTY.

**Disputes:**

Differences between the CONTRACTOR and COUNTY, arising under and by virtue of the CONTRACT shall be brought to the attention of COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

**Arbitration:**

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this CONTRACT or otherwise, including issues of specific performance, shall be determined by

arbitration in Shelton, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this CONTRACT. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this CONTRACT shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

**Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this CONTRACT, the venue of such action of litigation shall be in the courts of the State of Washington in and for the Mason County. Unless otherwise specified herein, this CONTRACT shall be governed by the laws of Mason County and the State of Washington.

**Severability:**

If any term or condition of this CONTRACT or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this CONTRACT are declared severable.

**Waiver:**

Waiver of any breach or condition of this CONTRACT shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this CONTRACT shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of COUNTY to insist upon strict performance of any of the covenants of this CONTRACT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or contracts, but the same shall be and remain in full force and effect.

**Order of Precedence:**

A. Applicable federal, state and county statutes, regulations, policies, procedures, federal Office of Management and Budget (OMB) circulars and federal and state executive orders.

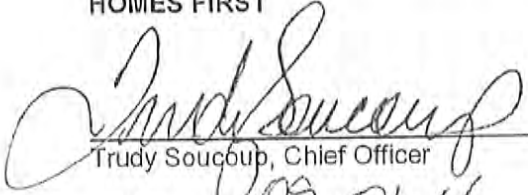
B. AGREEMENT

**Entire Contract:**

This written CONTRACT, comprised of the writings signed or otherwise identified and attached hereto, represents the entire CONTRACT between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

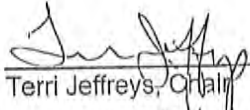
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this CONTRACT as of the date and year last written below.

HOMES FIRST

  
Trudy Soucoup, Chief Officer

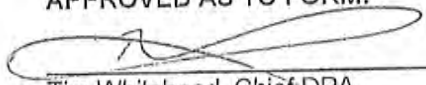
Dated: 09.01.16

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

  
Terri Jeffreys, Chair

Dated: 10/4/2016

APPROVED AS TO FORM:

  
Tim Whitehead, Chief DPA

**EXHIBIT A  
INSURANCE REQUIREMENTS**

**A. MINIMUM Insurance Requirements:**

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
2. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as Insureds those covered by the underlying policies, including additional Insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one Insured against another. Coverage shall be applicable to COUNTY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of COUNTY following receipt of proof of insurance as required herein.

**B. Certificate of Insurance:**

CONTRACTOR will provide COUNTY with current certificates of insurance throughout the performance period stated in the CONTRACT.

**C. Basic Stipulations:**

1. CONTRACTOR agrees to endorse third party liability coverage required herein to include as additional insureds COUNTY, its officials, employees and agents, using ISO endorsement CG 20 10 with an edition date prior to 2004. [If this is a construction contract, ISO endorsement 20 37 also is required.] CONTRACTOR also agrees to require all contractors, subcontractors, and anyone else involved in this CONTRACT on behalf of the CONTRACTOR (hereinafter "indemnifying parties") to comply with these provisions.
2. CONTRACTOR agrees to waive rights of recovery against COUNTY regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
3. All insurance coverage maintained or procured by CONTRACTOR or required of others by CONTRACTOR pursuant to this CONTRACT shall be endorsed to delete the subrogation condition as to COUNTY, or must specifically allow the named insured to waive subrogation prior to a loss.



4. All coverage types and limits required are subject to approval, modification and additional requirements by COUNTY. CONTRACTOR shall not make any reductions in scope or limits of coverage that may affect COUNTY's protection without COUNTY's prior written consent.

5. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to COUNTY prior to the execution of this CONTRACT. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, COUNTY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by COUNTY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR.

6. It is acknowledged by the parties of this CONTRACT that all insurance coverage required to be provided by CONTRACTOR or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to COUNTY.

7. CONTRACTOR agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to COUNTY. If CONTRACTOR's existing coverage includes a self-insured retention, the self-insured retention must be declared to the COUNTY. The COUNTY may review options with CONTRACTOR, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.

8. CONTRACTOR will renew the required coverage annually as long as COUNTY, or its employees or agents face an exposure from operations of any type pursuant to this CONTRACT. This obligation applies whether or not the CONTRACT is canceled or terminated for any reason. Termination of this obligation is not effective until COUNTY executes a written statement to that effect.

9. It is acknowledged by the parties of this CONTRACT that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to COUNTY.

**PUBLIC WORKS**  
**MONDAY JANUARY 30, 2017 – BRIEFING ITEMS**  
**FROM PUBLIC WORKS**

**(For Commissioners Meeting February 7, 2017)**

Items for this meeting are due to Diane Zoren on Wednesday, February 1, 2017

**5.0 CORRESPONDENCE AND ORGANIZATIONAL BUSINESS**

(None)

**8.0 APPROVAL OF ACTION ITEM**

- Request the Board approve and execute the amended agreement with the City of Shelton allowing the County to deliver sludge produced by the County Wastewater Treatment Facilities to the City of Shelton's Wastewater Treatment Plant for further treatment to update cost per ton/gallon of solid percentages for the biosolids delivered from County facilities.

**9.0 PUBLIC HEARINGS AND ITEMS SET FOR A CERTAIN TIME**

(None)

**10. OTHER BUSINESS**

(None)

**DISCUSSION ITEMS:**

- Allyn Transportation Study –Preliminary Outreach Plan and Study

**Attendees:**

**Commissioners:**

Randy Neatherlin  
 Kevin Shutty  
 Terri Jeffreys

**Public Works:**

Jerry Hauth  
 Melissa McFadden  
 Bart Stepp  
 Loretta Swanson  
 Others - list below:

**Other Dept.:**

Diane Zoren

**Press:**

List below:

**Public:**

List Below:

**MASON COUNTY  
BRIEFING ITEM SUMMARY FORM**

<b>TO:</b> BOARD OF MASON COUNTY COMMISSIONERS	
<b>FROM:</b> Bart Stepp, Deputy Director/ Utilities and Waste Management	
<b>DEPARTMENT:</b> Public Works	<b>EXT:</b> 652
<b>BRIEFING DATE:</b> January 30, 2017	
<b>PREVIOUS BRIEFING DATES:</b> November 28, 2016	

**ITEM: Amend Biosolids Disposal Agreement with City of Shelton**

**EXECUTIVE SUMMARY:**

On December 6, 2016, Commission approved an interlocal agreement with the City of Shelton to allow for the City to accept and process biosolids from Mason County Wastewater Facilities.

At the end of December and first week of January, the County delivered for the first time from our North Bay Facility. In the first run it was found that our solid percentages for the biosolids were lower than what the City of Shelton needs to run optimally. If solids percentages are lower than 1.5% they need to add additional polymer to coagulate the solids.

Looking at our facilities and loadings we may be able at times to achieve a minimum of 1.5% in our biosolids, but I know we can't get that all the time. The original agreement had a cost per dry ton of solids. The amended agreement has a cost per dry ton if the solids levels are greater than 1.5% and a cost per gallon if solids are below 1.5%. The cost per gallon for solids less than 1.5% is still less than the disposal cost at Webb Hill where the County previously disposed of biosolids.

**BUDGET IMPACTS:**

The costs for disposal are already included in the 2017 budgets for the facilities. This would not change the budget costs for disposal

**RECOMMENDED OR REQUESTED ACTION:**

Recommend the Board approve and execute the amended agreement with the City of Shelton allowing delivery of sludge produced by County Wastewater Treatment Facilities to the City of Shelton's Wastewater Treatment Plant for further treatment. Amended agreement updates the cost per ton/gallon of solid percentages of the biosolids delivered.

**Attachments:** amended agreement with City of Shelton

**INTERLOCAL AGREEMENT  
BETWEEN MASON COUNTY AND THE CITY OF SHELTON RELATED  
TO FURTHER TREATMENT OF DIGESTED SEWER SLUDGE**

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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 Mason County (County), a political subdivision of the State of Washington, and the City of Shelton (City), a municipal corporation of the State of Washington, together referred to as the Parties.

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

**WHEREAS**, Mason County is in need of further treatment of digested sewer sludge produced by its wastewater treatment facilities; and

**WHEREAS**, the City of Shelton Wastewater Treatment Plant has capacity to convert digested sewage sludge into Class A biosolids.

**NOW, THEREFORE**, in consideration of their mutual covenants, conditions and promises, THE PARTIES AGREE as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to establish the responsibilities of the County and the City in further treatment of digested sludge from County-owned wastewater treatment plants. The agreed rate of compensation will be increased by a factor of 3 % (Three percent) annually, on January 1<sup>st</sup> of each year, until the duration of this Agreement is complete. The City reserves the right to periodically review and adjust the agreed rate of compensation. Proposed changes shall be mutually agreed upon by the parties and incorporated by written amendment to this Agreement.

When the digested sludge delivered to the City is greater than 1.5% solids, Mason County will compensate the City \$0.69 per dry pound of digested sludge treated.

When the digested sludge delivered to the City is 1.5% solids or less, Mason County will compensate the City \$0.092 per gallon.

2. **SCOPE OF AGREEMENT/WORK:**

A. Responsibilities of the City of Shelton shall be as follows:

- 1) Provide adequate infrastructure at the City's wastewater treatment plant to accept delivery of digested sludge via tanker/pump truck.
- 2) Provide further treatment of digested sludge delivered to the City's wastewater

treatment plant.

B. Responsibilities of the County shall be as follows:

- 1) Perform all required lab tests on sewer sludge from all County-owned or County-used wastewater treatment locations within a window of thirty days prior to delivery of the sludge to the City, and provide the City with the lab test results at least 48 hours prior to delivery.
- 2) Ensure that sludge meets all Washington State DOE requirements for Class "B" digested sludge and Class "A" metals testing, and share results of testing with the City in accordance with the timeframes of section (1) above.
- 3) Ensure that all digested sludge delivered to the City has been screened to a minimum standard of 6 millimeters.
- 4) Sludge delivered for treatment should be less than 4% solids. In the event solid content in the sludge is greater than 4%, the maximum amount of sludge the City will accept is 10,000 gallons per day. In no case, will the City accept sludge that is greater than 6% solids.
- 5) Schedule at least two weeks in advance for delivery.
- 6) Deliver only Tuesday-Thursday between the hours of 8:00 am PST and 3:00 pm PST on non-City observed holidays.
- 7) Require that sludge haulers check-in at the main office of the City's wastewater treatment plant before and after offload of sludge.

3. ADMINISTRATION OF AGREEMENT: The Mason County Department of Public Works will administer this Agreement for the County. The Shelton Public Works Department will administer this Agreement for the City.

4. DURATION OF AGREEMENT: This Agreement shall take effect upon execution of the agreement by both the County and the City and shall remain in effect until December 31, 2026.

5. TERMINATION OF AGREEMENT: The County may terminate this Agreement for any reason upon 10 days advance notice to the City. The City may terminate this Agreement for any reason upon 365 days advance notice to the County, provided that the City may immediately suspend its acceptance of sludge if the County is out of compliance with any of its obligations under Section I.B of this Agreement. If acceptance is suspended, the City shall give the County notice and an opportunity to cure any failures of the County's obligations. If the County fails to cure after a reasonable opportunity to do so, the City may terminate this Agreement at that time.

6. LEGAL/ADMINISTRATIVE ENTITY: No separate legal or administrative entity is created by or pursuant to this Agreement.

7. INDEMNIFICATION:

A. The City shall defend, indemnify and hold harmless the County, its officials,

officers, employees and agents for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from the City's performance under this Agreement.

B. The County shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from the County's performance under this Agreement, including any claims arising from the County's use of contractors to perform any of the obligations of this Agreement.

C. Solely for purposes of the indemnification provisions, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

D. The indemnification provisions shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH REGULATIONS AND LAWS: The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

9. ASSIGNMENT: The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other party.

10. ATTORNEY'S FEES: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

11. NOTICES:

All notices and payments hereunder shall be sent or delivered to the following respective addresses:

To Mason County:  
Dept. of Public Works  
100 W Public Works Drive  
Shelton, WA 98584  
Attn: Public Works Director  
Phone: (360) 427-9670

To Shelton:  
City of Shelton  
525 W. Cota Street  
Shelton, WA 98337  
Attn: City Clerk  
Phone: (360) 473-5290

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

12. 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, and 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 or its equivalent from a solvent insurance provider confirming coverage from a solvent insurance company or pool that is sufficient to address the insurance obligations set forth above.

13. **NON-DISCRIMINATION POLICY:** The County and the City 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, the presence of any physical, mental, or sensory handicap, or any other status protected by law.

14. **FILING:** This document shall be filed with the County Auditor pursuant to Chapter 39.34 RCW or, alternatively, listed by subject on either of the Party's websites.

15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF SHELTON COMMISSIONERS  
SHELTON, WASHINGTON**

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

\_\_\_\_\_  
Gary H. Cronce, Mayor

\_\_\_\_\_  
Kevin Schutty, Chair

\_\_\_\_\_  
Tracy Moore, Commissioner

\_\_\_\_\_  
Terri Jeffreys, Vice Chair

\_\_\_\_\_  
Kathy McDowell, Commissioner

\_\_\_\_\_  
Randy Neatherlin, Commissioner

ATTEST:

ATTEST

\_\_\_\_\_  
Vicki Look, City Clerk  
Approved as to form:

\_\_\_\_\_  
Julie Almanzor, Clerk of the Board  
Approved as to form:

\_\_\_\_\_  
Kathleen Haggard  
City Attorney

\_\_\_\_\_  
Tim Whitehead  
Mason County Deputy Prosecuting Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, being one of the municipal corporations that executed the within and foregoing instrument, and they acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, being one of the municipal corporations that executed the within and foregoing instrument, and they acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**MASON COUNTY  
BRIEFING ITEM SUMMARY FORM**

<b>TO: BOARD OF MASON COUNTY COMMISSIONERS</b>	
<b>FROM:</b> Melissa McFadden/Loretta Swanson/Dave Smith	
<b>DEPARTMENT:</b> Public Works	<b>EXT:</b> 450
<b>BRIEFING DATE:</b> January 30, 2017	
<b>PREVIOUS BRIEFING DATES:</b> 11/28/2016 and Action Item 1/17/2017	

**ITEM: Allyn Transportation Study –  
Preliminary Outreach Plan and Schedule**

**EXECUTIVE SUMMARY:**

The Board recently approved a contract supplement with SCJ Alliance to complete two studies:

1. Belfair Connector Study and Alternate Route Analysis, and
2. Allyn Access, Circulation and Right-of-Way Study.

Public Works held a project kick-off meeting last Friday with Thera Black and Elisabeth Wooton of SCJ Alliance to firm up details around schedule and outreach. The purpose for this briefing is to share those details with the Board, and obtain Board feedback prior to launching the outreach effort. Thera and Elisabeth will be attending.

We are proposing to launch the Allyn study first which should wrap up around May 2017. Public kick-off for the Belfair study will happen shortly after, although some data and information-gathering will happen between now and May.

We are assuming the end product is a study that could be used to update the Allyn sub-area plan and the 6-Year TIP. If that is the case, the schedule will need to build in coordination and review time with the Planning Advisory Commission (PAC) and Transportation Improvement Program Citizen Advisory Panel (TIP-CAP) as well as other key stakeholders.

**RECOMMENDED OR REQUESTED ACTION:**

Please review the outreach plan and schedule for the Allyn Access, Circulation and Right-of-Way Study and share any comments, questions or concerns.

Attachment: Allyn Outreach Plan and Schedule

# Allyn Outreach Plan and Schedule

As of January 24, 2016

## OUTREACH PLAN

- Up to six interviews with key stakeholders and community organizations (February)
- A public workshop to identify opportunities and challenges (mid-February)
- A community open house to present preliminary findings and gather feedback (late-March)
- Two briefings each with BoCC and PAC (Kick-off & Preliminary Recommendations)

## SCHEDULE

