

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

**Regular Meeting
Tuesday, January 28, 2014
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (A)

- A) Minutes of regular meetings of January 14, 2014

ADJOURMENT

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

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Tuesday, January 14, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00am

COUNTY COMMISSION and PERSONNEL PRESENT

Steve Rogers, Chair
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Sarah Bottoms, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Director of Public Works/County Engineer
David Burke, Prosecuting Attorney
Stephanie Fritts, Emergency Management Director
Jeff Nesbitt, Vegetation Management Director
Renee Goodin, Treasurer

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)

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

PUBLIC COMMENT - None

ITEMS REGARDING LOCAL BOARD OF HEALTH

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

Approve appointment of Commissioner Steve Rogers, Chair and Frank Wolfe, Vice-Chair for 2014

Chairman Rogers presented a gavel that was given to him the Kiwanis.

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

CONSENT AGENDA (B-(December 30th minutes excluded)-C)

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

**Minutes of regular meetings of November 26, 2013, December 10, 2013,
and continued meetings of December 18, 2013**

Rainbow Valley Landfill Claims Vouchers:

PUD #2 - \$72.46

Royal Heights Transfer Station, Inc. \$2,997.54

ITEMS REGARDING LOCAL BOARD OF HEALTH

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

Approve minutes of continued meetings of December 30, 2013

ADJOURMENT

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

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

**Tuesday, January 28, 2014
9:00AM or shortly thereafter**

The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health is finished

AGENDA

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

HEARINGS

10:00 AM Appeal Hearing-H. Hamilton amendment to Section 7 of Ord 162

Call to Order

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

CONSENT AGENDA (Items 1-9)

Department of Public Works

- 1) Accept Continuation Certificate #5782491 from Weyerhaeuser pertaining to Road Haul Permit #2014-6
- 2) Accept Cash Bond from Warrenton Fiber Company/Nygaard Logging Co. pertaining to Road Haul Permit #2013-14

Flood Control Zone District #1

- 3) Accept Perpetual Non-Exclusive Stormwater Easement from Blaine R. & Cheryl J. Walker in conjunction with the 55th to 67th St Drainage Clean-out Project

Department of Community Development

- 4) Notice of Matt Reider, Planner probation completion as of January 17, 2014

Health & Human Services Department

- 5) Approve Amendment #4 to Contract #2011-13 with Coastal Community Action Program for Individual Supported Employment program
- 6) Approve Amendment #4 to Contract #2011-13 with Coast Rehab for Individual Supported Employment, Group Supported Employment and Community Access

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

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

General Business

- 7) Minutes of regular meeting of January 14, 2014
- 8) Approve amendment to appointments to Boards/Commissions/Committees for 2014
- 9) Approve Vendor Claims
 - Warrants Numbered 120451 through 120472 - \$9,279.35
 - Warrants Numbered 120473 through 120555 - \$155,652.65
 - Warrants Numbered 120556 through 120641 - \$186,759.61

YEARS OF SERVICE AWARDS:

- 10) **15 Years:** Virginia Leach (Clerk)
35 Years: Debbie Bannish (DPW)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 11) Consider issuance of Call for Bids for South Valley Road Improvement Project; authorize County Engineer & Clerk of the Board to set bid opening date when WA Dept. of Transportation approval is received
- 12) Consider approval of request to "piggyback" on Clark County's bid from Albina Asphalt to provide CRS-2P oil
- 13) Consider approval of the hire of Marcus Lundy to fill Engineer Tech I/Facilities Maintenance position, Grade 8 Step 1, effective February 3, 2014

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 14) Consider approval of Interagency Agreement with Pacific Conservation District for administration and operations of the Marine Resources Committee
- 15) Consider approval of the hire of Brian Warhol, Environmental Health Specialist; Grade 13 Step 1, effective February 3, 2014

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 16) Consider approval of request to dispose of Group Supported Employment Van
- 17) Consider approval of request to temporarily increase Anna Miller, Behavioral Health Program Assistant to 0.70 FTE

ITEMS REGARDING TREASURER'S OFFICE

- 18) Consider approval of request for Tax Write-Off of property taxes

ITEMS REGARDING AUDITOR'S OFFICE

- 19) Consider approval of request to purchase computer

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

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

ITEMS REGARDING SHERIFF'S OFFICE

- 20) Confirm the hire of Shanna Coty, Administrative Assistant/PREA Coordinator, Step 1, effective February 1, 2014
- 21) Consider approval of request to add two phone extensions for the new Administrative Assistant/PREA Coordinator and Corrections Sergeant
- 22) Consider approval of request to purchase two computer workstations for the new Administrative Assistant/PREA Coordinator and Corrections Sergeant

ITEMS REGARDING VEGETATION MANAGEMENT

- 23) Consider approval of request to purchase Ford Crown Victoria from ER&R

ITEMS REGARDING GENERAL BUSINESS

- 24) Consider adoption of Resolution 2014-_____ authorizing fy2013 budget category appropriation transfer
- 25) Consider approval of Contract for Services with Crisis Support Network to provide low income housing services and services to prevent homelessness
- 26) Consider approval of Special Employment Agreement with Steve Stigar, Fair Maintenance Manager
- 27) Consider adoption of Resolution 2014-_____ amending the Public Records Policy and rescinding Resolution 2010-032
- 28) Consider approval of Contract for Services with The Peninsula Poverty Response Team to provide outreach, planning and coordination for low income housing and services to prevent homelessness
- 29) **10:00am Appeal Hearing**
H. Hamilton amendment to Section 7 of Ordinance No. 162

EXECUTIVE SESSION

- 30) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.11

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

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AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Management

OTHER: _____

Legal

DISTRIBUTION LIST:

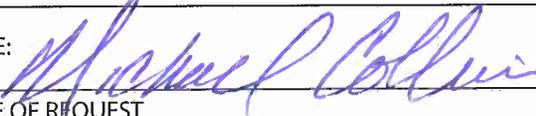
- | | | | | |
|------------------------------|--|---|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input checked="" type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

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

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

SIGNATURE:  DATE: 1-12-14

NARRATIVE OF REQUEST

Weyerhaeuser submitted Road Haul Permit No. 2014-6 along with Continuation Certificate No. 5782491 in the amount of \$50,000 for 2014 haul. Please accept the Continuation Certificate, the original will be filed with DPW Accounting.

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

Name of Contractor: Weyerhaeuser

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Road Haul Permit No. 2014-6

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): Road Haul Permit Bond

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

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:



CONTINUATION
CERTIFICATE

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

SAFECO INSURANCE COMPANY OF AMERICA

Seattle, WA

, Surety upon

a certain Bond No. 5782491

dated effective January 29, 1994
(MONTH-DAY-YEAR)

on behalf of WEYERHAEUSER COMPANY
(PRINCIPAL)

and in favor of PACIFIC COUNTY - DEPARTMENT OF PUBLIC WORKS
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 1/29/2014
(MONTH-DAY-YEAR)

and ending on 1/29/2015
(MONTH-DAY-YEAR)

Amount of bond Fifty Thousand and 00/100

Description of bond License/Permit - Hauling Permits on Roads in Pacific County

Premium: \$ 150.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on January 3, 2014
(MONTH-DAY-YEAR)

SAFECO INSURANCE COMPANY OF AMERICA
SAFECO Plaza
Seattle, WA 98185

By Mark E Taylor
Attorney-in-Fact Mark E. Taylor

Aon Risk Insurance Services West, Inc.
Agent
707 Wilshire Blvd.
Los Angeles, CA 90017
Address of Agent

213-630-3200
Telephone Number of Agent



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9670

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****JOHN W. LAMBDIN; ALLISON J. RENZ; MARK E. TAYLOR; Federal Way, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 14th day of January, 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 3rd day of January, 2014



Dexter R. Legg

Dexter R. Legg, Secretary

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AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

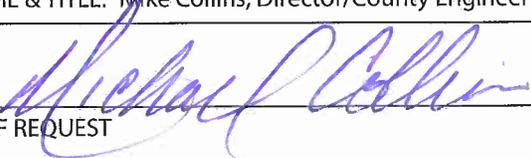
OTHER: _____

DISTRIBUTION LIST:

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|------------------------------|--|---|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input checked="" type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: 	DATE: <u>1-12-14</u>
NARRATIVE OF REQUEST	
Warrenton Fiber Company/Nygaard Logging Co., Inc. submitted Road Haul Permit No. 2013-14 along with a cash bond in the amount of \$1,200 for 2013/2014 haul. Please accept the cash bond receipted by DPW Accounting under Receipt No. 55016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Warrenton Fiber Company/Nygaard Logging Co., Inc.

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Road Haul Permit No. 2013-14

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): Road Haul Permit Bond

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

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 01.28.2014

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

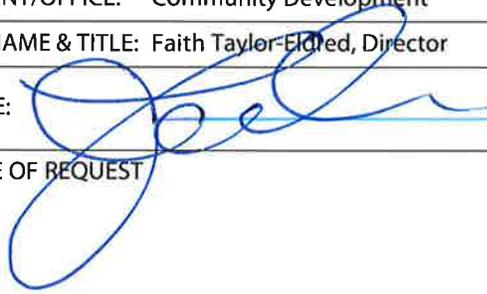
OTHER: Step increase not approved

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|---|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input checked="" type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Community Development</u>	DIVISION (if applicable): <u>Planning</u>
OFFICIAL NAME & TITLE: <u>Faith Taylor-Elford, Director</u>	PHONE / EXT: <u>360.875.9356</u>
SIGNATURE: 	DATE: <u>Jan 22 '14</u>
NARRATIVE OF REQUEST	
<p>Matt Reider has completed his 6 month probationary period as of the 17th.</p> <p>Historically, completion of the probationary period results in a step increase which for Matt would be an increase to G13S2.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

Review: Clerk of the Board
 Risk Management
 Legal

OTHER: Please return signed original to our office for filing.

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input checked="" type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Health & Human Services</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Katie Lindstrom, Deputy Director</u>	PHONE / EXT: <u>2648</u>
SIGNATURE:	DATE: <u>1-21-2014</u>
NARRATIVE OF REQUEST	
<p>Requesting approval and signature of amendment #4 to contract #2011-13 Coastal CAP. This amendment increases the budget for the Individual Supported Employment program by \$42,220 to reflect additional caseload in the north county area (since the retirement of Judy Jones who used to provide IE services in this area). A supplemental will be required to move the funding from the personnel to the contract category. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Coastal Community Action

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
2011-13 Coastal CAP

Contract/Agreement/Grant/Amendment #: 4

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

Contractor Type (check all that apply):

<input type="checkbox"/> For-Profit	<input type="checkbox"/> Private Organization/Individual
<input checked="" type="checkbox"/> Non-Profit	<input type="checkbox"/> Public Organization/Jurisdiction
<input type="checkbox"/> State	<input type="checkbox"/> Sub Recipient
<input type="checkbox"/> Federal	<input type="checkbox"/> Other

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

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

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

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

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

To be located at: _____ DD Employment and Day Services

Exceptions to Bidding (Please provide appropriate documentation):

<input type="checkbox"/> Insurance/Bonds	<input type="checkbox"/> Emergency Event (Purchases/Public Works)
<input type="checkbox"/> Single (Sole) Source Purchase*	<input type="checkbox"/> Special Facilities/Market Conditions

*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

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

<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> RFQ	<input type="checkbox"/> Franchise	<input type="checkbox"/> Annexation	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<input type="checkbox"/> Appeal	<input type="checkbox"/> Inventory Acquisition/Disposal	<input type="checkbox"/> Tort Claim	<input type="checkbox"/> Call for Bids		
<input type="checkbox"/> Open Space/Timber Classification	<input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form)				
<input type="checkbox"/> Other (please describe): _____					

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

RFQ released Sept 2011.

TOTAL COST/AMOUNT (include sales & use tax): 42,220 (increase) TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

**Contract #2011-13 Coastal Community Action
Amendment #4**

PURPOSE OF THE CHANGE: To amend the contract between **Coastal Community Action** and **Pacific County**.

IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:

1. Amends the budget as outlined in Exhibit B- Budget- Amendment #4.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY
BOARD OF COMISSIONERS**

CONTRACTOR- Coastal Community Action

Steve Rogers, Chair

Signature

Date

Frank Wolfe, Commissioner

Title

Lisa Ayers, Commissioner

Attest

Clerk of the Board

Date

Contract #2011-13 Coastal Community Action

Exhibit B- Budget- Amendment #4

Service	FY 2012	FY 2013	FY 2014	Total
North County Group Supported Employment (GSE)	\$ 15,491.00	\$ 19,200.00	\$ 44,400.00	\$ 79,091.00
Individual Supported Employment	\$ 5,000.00	\$ 780.00	\$ 50,000.00	\$ 55,780.00
Total	\$ 20,491.00	\$ 19,980.00	\$ 94,400.00	\$ 134,871.00

FY 2012 is July 1, 2011- June 30, 2012

FY 2013 is July 1, 2012- June 30, 2013

FY 2014 is July 1, 2013- June 30, 2014

*All dollars follow the client and are billed up to maximum allotted hours and rate on current County Service Authorization (CSA)



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.**

REQUESTED MEETING DATE:
1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 6

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: Please return signed original to our office for filing.

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input checked="" type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Health & Human Services</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Katie Lindstrom, Deputy Director</u>	PHONE / EXT: <u>2648</u>
SIGNATURE:	DATE: <u>1-21-2014</u>

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #4 to contract #2011-13 Coast Rehab. This amendment adds 2 sections to the statement of work (Exhibit D-Individual Supported Employment (IE), and Exhibit E- Community Access(CA)) and increases the program(s) budget accordingly (as outlined in Exhibit B-Budget). The budget is also increased for the GSE program to accommodate additional clients who have been added to their caseload. Total contract increase through June 2014 is: \$43,920. Coast Rehab has been providing group supported employment for the past 5 years under the same funding source and will be taking on the IE and CA programs in South County beginning February 2014. An RFA for all day and employment program services (which both CA and IE fall under) was last released in Sept 2011, with Coast Rehab being the only respondent indicating a desire to provide services for the south county area. Funding for these programs is pass through from the State DDD (division of developmental disabilities) and was originally in the budget to support Judy Jones FTE up through her retirement in November 2013. A supplemental will be required to move the funding from the personnel to the contract category. Please contact me at ex 2648 with any questions. Thank you!

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

Name of Contractor: Coast Rehab Inc

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
2011-13 Coast Rehab

Contract/Agreement/Grant/Amendment #: 4

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

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

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

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

Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real Property)
 Telecomm & Data Processing Other Services (Please Describe):

To be located at: _____ DD Employment and Day Services

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

RFQ released Sept 2011.

TOTAL COST/AMOUNT (include sales & use tax): 43,920 (increase) TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 118 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

**Contract #2011-13 Coast Rehab
Amendment #4**

PURPOSE OF THE CHANGE: To amend the contract between **Coast Rehab** and **Pacific County**.

IT IS MUTUALLY AGREED THEREFORE: That the contract is hereby amended as follows:

1. Adds to the statement(s) of work section, "Exhibit D. Individual Supported Employment" and "Exhibit E. Community Access"
2. Amends the budget as outlined in Exhibit B-Budget- Amendment #4.

ALL OTHER TERMS & CONDITIONS of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have affixed their signatures in execution thereof.

**PACIFIC COUNTY
BOARD OF COMISSIONERS**

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

Attest

Clerk of the Board Date

CONTRACTOR- Coast Rehab

Signature Date

Title

Contract #2011-13 Coast Rehab
Exhibit B- Budget- Amendment #4

Service	FY 2012	FY 2013	FY 2014	Total
South County Group Supported Employment (GSE)	\$ 34,600.00	\$ 54,600.00	\$ 74,880.00	\$ 164,080.00
Individual Supported Employment (ISE)	\$ -	\$ -	\$ 25,800.00	\$ 25,800.00
Job Club**	\$ 2,400.00	\$ 2,400.00	\$ -	\$ 4,800.00
Community Access			\$ 2,550.00	\$ 2,550.00
Total	\$ 37,000.00	\$ 57,000.00	\$ 100,680.00	\$ 194,680.00

FY 2012 is July 1, 2011- June 30, 2012

FY 2013 is July 1, 2012- June 30, 2013

FY 2014 is July 1, 2013- June 30, 2014

*All dollars follow the client and are billed up to maximum allotted hours and rate on current County Service Authorization (CSA)

**Job club hours are included within authorized GSE hours.

Contract #2011-13 Coast Rehab

Amendment #4

Exhibit D- Individual Supported Employment Statement of Work

Individual Supported Employment Statement of Work

Individual Supported Employment or —IE: services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

A combination of services and supports may be needed to assist people to:

1. Develop and implement self-directed services,
2. Develop a person centered employment plan,
3. Prepare an individualized budget,
4. Live, work, volunteer in the community, and/or
5. Obtain the generic community resources needed to achieve integration and employment.

A. Direct Client Services:

- (a) Clients in an employment programs will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. The amount of service a client receives should be based on his/her demonstrated need and acuity level.
- (b) Prior to beginning service the Agency will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Agency will also communicate the service hour information to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information and be established as part of the individual's Person Centered Employment and Work Plan. . The client semi-annual progress reports currently referenced in DDD Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the provider
- (c) All clients will be contacted by the Agency according to client need or at least once per month. Clients in Person to Person will be considered stable in their job if they have been employed consecutively for six months.
- (d) If, after twelve (12) months the client remains unemployed an additional review will be conducted. The Agency will address steps outlined in the previous six month progress report in the next six month progress report.

The Agency shall provide IE Services to individuals authorized by DDD who:

- a. may have been placed and trained through DVR, the Department of the Blind, or PASS/IRWE in paid employment in a community business;

Contract #2011-13 Coast Rehab

Amendment #4

Exhibit D- Individual Supported Employment Statement of Work

- b. may have been determined to be unable to benefit from DVR services
- c. may have exhausted benefits available to them through DVR or PASS/IRWE

The Agency will develop employment where individuals earn wages commensurate with the local industry accepted norm and comply with Federal Department of Labor standards.

Payment will be pre-negotiated and made monthly for employment support to each individual. A County Individual Work Plan and Progress Report (IWPPR) will be completed with input from the participant and his or her support network. The IWPPR will be signed by the participant, agency, and County prior to commencement of services. A new IWPPR must be generated prior to each new service and be updated at six month intervals.

The Agency will plan and provide effective support strategies directly related to job tasks and setup, requisite social skills, and related areas such as transportation, co-worker involvement, and natural supports.

The Agency will provide orientation, information, and training to employers and co-workers regarding support strategies specific to that workplace, and designed to enhance the competence of the co-workers in interactions with the supported employee. Such support will be provided on an ongoing basis.

The Agency will provide and/or assist the individual in providing the necessary wage and work information to the Social Security Administration with the goal of maintaining eligibility for benefits

- C. The Agency shall document the following outcomes:
 - a. That Individual Work Plans and Progress Reports, as defined in this Agreement and within the time frame specified, will be developed and carried out for each person accepted through the County Service Authorization process.
 - b. Provision of training and support in social, communication, self-care, and job skills essential to the person's success in the workplace.
 - c. Information about wages and benefits for each worker.
 - d. Wage and benefit goals and progress toward improved wages and benefits for each worker.
 - e. Information about desired and actual work hours for each worker.
 - f. Work hour goals and progress toward desired increase in work hours.
 - g. That supports (including identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, job counseling and assistive technology needs) have been identified and offered, as needed, to participants.
 - h. That supports (including training of co-workers to provide support and training/ support to employers) have been identified and offered as needed in each job placement to ensure jobs are maintained and paid supports are reduced over time.

Contract #2011-13 Coast Rehab

Amendment #4

Exhibit D- Individual Supported Employment Statement of Work

- i. That workers are replaced or promoted to another job if necessary or when mutually desired.
- j. That job placement and job retention rate goals have been identified and maintained.
- k. That workers are employed in jobs with a minimum 20 hour work week at prevailing wage within six (6) months of the County Service Authorization beginning date.
 - 1. If a person is unemployed for more than six (6) months, there is a time-limited plan in place to secure employment that is incorporated in a Request for Exception to Policy.
 - 2. If workers are placed in jobs less than 20 hours per week, there is a time-limited plan for increased work hours incorporated in a Request for Exception to Policy.
- l. Efforts to secure jobs for all workers that include benefits such as sick and annual leave, insurance and other company paid benefits and reasons for exceptions

COMMUNITY ACCESS STATEMENT OF WORK

Community Access Services are for people with developmental disabilities ages 62 and older who have retired or for individuals younger than 62, approved for Community Access Services through DSHS- Division of Developmental Disabilities who choose not to work and need assistance to access services in the community. Services are provided in the community to enhance or maintain the persons' competence, integration, physical or mental skill. Services assist individuals to participate in integrated activities, events and organizations in the local community in ways similar to others of similar

Persons eligible for Community Access Services are identified by the DSHS Developmental Disabilities local case manager. All funded services within Community Access must tie in to an individual's Service Delivery Outcome Plan.

Community Building: It is expected that organizations will foster community participation which requires: 1) determination and planning to decide with the person and family what interests to explore; 2) research which community organizations have common interests; 3) identify who will provide the introductions and initial support and how the natural supports will be encouraged; and 4) develop some way of looking at whether active participation and sharing is occurring.

A. Goals – The purposes of Community Access services are to:

1. Provide the support necessary to build and strengthen relationships between family members and members of the local community who are not paid to be with the person.
2. Find places where an individual's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
3. Provide opportunities for people to do things they enjoy as well as new and interesting activities.
4. Support participation in clubs, associations, and organizations as members and in decision making capacities.
5. Build natural supports for the individual in his/her communication.

Therefore, these services should focus on identifying individual interests and developing strategies to connect people based on mutual interests. People engaged in the delivery of these services should create and support opportunities that bring people together around mutual interests.

B. Program Requirements:

1. The Agency shall provide activities, special assistance, advocacy, and education individualized to address growth and interaction needs of persons currently excluded from employment

opportunities due to the severity of their disabilities and/or are of retirement age.

2. Activities and services will be:
 - a. Directed toward accessing activities and services in the community,
 - b. Non-facility based and delivered outside of the home or residential setting,
 - c. Supplemental to required residential programming, not duplicative of residential services,
 - d. Provided for individuals based upon desires, interests and capabilities,
 - e. Directed toward community belonging and social contacts with both disabled and non-disabled persons, and
3. Quarterly reports will be submitted by last working day of the month following the end of each quarter.
4. The Agency shall provide units of service for eligible participants referred by the DDD case manager. A unit of service is defined as one hour of direct client service.
5. The Agency shall communicate regularly with the individual's family or residential staff.
6. The Agency shall develop a Service Delivery Outcome Plan for each individual within 14 days of commencement of services. The plan will include specific goals and strategies for achieving those goals. Activities will be identified that focus on the strengths, gifts and capacities of the person.
7. The Agency shall schedule six-month review meetings for all program participants. The Service Delivery Outcome Plans will be updated at six month intervals.

The review shall include an assessment of the need for continued community access services and an evaluation of the development of natural supports to participate in community activities. Additionally, specific goals and strategies will be reviewed and evaluated for progress.
8. A copy of Service Delivery Outcome Plans and updates will be sent to the DDD case manager and to the County.

9. The Agency shall consult with the referring case manager and the County prior to terminating services for an individual.
- C. Program Outcomes: The following are some of the outcomes to achieve for individuals receiving Community Access:
1. Increased independence in accessing the community;
 2. Relationships with a variety of individuals;
 3. Reciprocal relationships with family members, friends, and others in the community;
 4. Opportunities for a wide variety of activities, based on personal preferences. This includes opportunities to do new and interesting activities.
 5. Membership/leadership in clubs and associations based on interest and culture;
 6. Opportunities to contribute to the community through volunteering, being a good neighbor, campaigning for a candidate, voting, etc.
 7. Less reliance on paid people and more on a variety of individuals in the community who are not paid to be with the person (natural supports).
 8. Increased ability by the person to direct their activities and identify places and people of interest;
 9. Connections with people from the past who were friends and acquaintances.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

7

PROCEEDINGS

9:00 AM
Tuesday, January 14, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:03am

COUNTY COMMISSION and PERSONNEL PRESENT

Steve Rogers, Chair
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Sarah Bottoms, Deputy Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Director of Public Works/County Engineer
David Burke, Prosecuting Attorney
Stephanie Fritts, Emergency Management Director
Jeff Nesbitt, Vegetation Management Director
Renee Goodin, Treasurer

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (recorded meeting)

ITEMS REGARDING COMMISSIONERS OFFICE

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

Consider approval the appointment of Commissioner Steve Rogers, as Chair and Commissioner Frank Wolfe, as Vice-Chair for 2014

CONSENT AGENDA (Items 2-3, 5 (December 30th minutes excluded)-10)

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

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

Flood Control Zone District #1

Accept Perpetual Non-Exclusive Stormwater Easement from Cheri Lynn Bolden in conjunction with the 55th to 67th Drainage Clean-out Project

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

General Administration

Approve transfer of filing cabinets to the Health Department & Prosecutor's Office and confirm disposal of HP OfficeJet printer

General Business

Minutes of regular meetings of November 26, 2013, December 10, 2013, and continued meeting of December 18, 2013

Approve appointments to Boards/Commissions/Committees for 2014

Confirm Chair's signature on Ilwaco Community Building User Agreement for the purpose of conducting a Community Forum

Confirm Chair's signature on State Auditor's Office letter

Approve December, 2013 payroll in the amount of \$721,535.96; total # of employees: 176

**Approve Vendor Claims
Warrants Numbered 120272 through 120375 - \$442,638.96**

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Acknowledge resignation of Kenny Osborn from Planning Commission, authorize advertising to fill vacant position within the boundaries of Commissioner District #1 and thank Kenny for his decades of service

ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Ayers and carried by a vote of 2-0
Rogers abstained

Approve the minutes of the continued meeting December 30, 2013

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

**Authorize the issuance of Call for Bids for the 2014 Chip Seal Program
(bid opening scheduled for Monday, February 3, 2014 at 9:00am)**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

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

Authorize the transfer of vehicle #931 to Community Development and vehicle #S185 to the Assessor's Office; and the sale of #S179 to Vegetation Management and acknowledge the vehicle will be transferred out of ER&R and offer the sale of #S174 to other governmental agencies

Approve the posting and advertising if necessary of the vacant Traffic Control/Maintenance Technician

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve funds from Document Preservation for document scanning and archiving in the amount of \$5,000 from Fund 001.0/Document Preservation**

Approve out of class pay (Grade 10) for Tia Flemetis, Administrative Assistant II, Grade 9, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve request to advertise for casual Parent Facilitator position Grade 12 not to exceed 40 hours per month, subject to adequate budget appropriations

Approve Amendment #12 to Consolidated Contract Number C16896 and authorize Director to sign

Approve Interlocal Agreement with Grays Harbor County Public Health & Social Services Department and authorize Chair to sign

Approve Medical Reserve Corp Capacity Building Award Contract #14-1955 and authorize Chair to sign

ITEMS REGARDING TREASURER'S OFFICE

Consider approval of request for Tax Write-Off of property taxes-**DEFERRED**

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

Approve the appointment of Shelly Flemetis to Chief Treasury/Investment Officer, Grade 16 Step 6, effective January 1, 2014, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING AUDITOR'S OFFICE

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

Approve the appointment of Alex Millican to the vacant Administrative Assistant I position, Grade 7 Step 3, effective [REDACTED], subject to adequate budget appropriations

Consider the approval of request to purchase Microfilm Reader/Scanner; adopt Resolution authorizing the purchase from a Sole Source Provider-**DEFERRED**

ITEMS REGARDING SHERIFF'S OFFICE

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

Confirm the appointment of Karl Johnson to the vacant Telecommunicator position, Step 1, effective January 5, 2014, subject to adequate budget appropriations

Authorize issuance of Request for Proposal for Distributed and Redundant VoIP Emergency Dispatch Radio Console System

ITEMS REGARDING SUPERIOR COURT

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

Approve Contract for Interpreter Services with Pete Hinton

ITEMS REGARDING GENERAL ADMINISTRATION

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

Approve fy2014 Tourism Service Contracts, subject to adequate budget appropriations

Peninsula Saddle Club	\$1,500
Water Music Festival	\$2,000
Sunday Afternoon Live	\$2,500
Pacific County Fair	\$1,000
NW Carriage Museum	\$10,000
Tokeland NC Chamber	\$4,000
Pacific County EDC	\$10,000
PC Historical Society & Museum	\$20,000
World Kite Museum	\$19,000
Columbia Pacific Heritage Museum	\$20,000
Pacific County Sheriff's Office	\$25,000
Willapa Harbor Chamber	\$20,000
Ocean Park Area Chamber	\$38,000
LB Peninsula Visitors Bureau	\$127,000

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING GENERAL BUSINESS

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

**Approve Contract for Services with Joint Pacific County Housing Authority
Approve Public Official Bonds as listed for North District Court Judge
Elizabeth Penoyar, Assessor Bruce Walker, Clerk of Superior Court Virginia
Leach, Director of Public Works/County Engineer Mike Collins, Sheriff
Scott Johnson, Auditor & Registrar of Titles Pat Gardner, Prosecutor David
Burke, South District Court Judge Doug Goelz, and Commissioner Lisa
Ayers** (*Treasurer Renee Goodin was added in this motion in error; her bond expires
December 31, 2014*)

**Adopt Resolution 2014-001 amending the Personnel Policy and establishing
the Grade 12 non-represented Fair/Parks Manager position with Department
of Public Works and confirm appointment of Dotsi Graves, effective
January 1, 2014**

**Accept Local 367C Collective Bargaining Agreement, effective January 1,
2014 through December 31, 2016**

**Adopt Resolution 2014-002 authorizing budget category appropriation
transfers in Fund 001 from Operating to Personnel**

Consider adoption of Resolution amending the Public Records Policy and
rescinding Resolution 2010-032-**DEFERRED**

**Approve Letter of Agreement with Local 367 providing a 1% cost of living
adjustment, effective January 1, 2014**

**Authorize wage increase of 2.5% for Management and Special Employment
Agreement employees, effective January 1, 2014**

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

**Accept Perpetual Non-Exclusive Stormwater Easement from Bob & Cathy
Goodman in conjunction with Morrison Road Culvert Replacement and
Drainage Clean-out Project**

**Approve one additional phone line installation for Fair/Parks Manager,
subject to adequate budget appropriations**

**Approve the return of Bid Bond to Harbor Rock, Inc. pertaining to Milne
Rock Quarry**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING GENERAL BUSINESS

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

Authorize the advertising for a 0.80 FTE Grade 9 Confidential Secretary and acknowledge the potential need for a supplement
Approve vendor claims, subject to adequate budget appropriations
Warrants Numbered 120376 through 120450 - \$82,981.71

RECESS – 9:37am

EXECUTIVE SESSION

9:40am for 15 minutes

RCW 42.30.110

Executive sessions. 1(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

BACK IN SESSION – 9:55am

Chairman Rogers stated that no decisions were made during executive session and adjourned the meeting.

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Sarah Bottoms
Deputy Clerk of the Board

Lisa Ayers, Commissioner

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

2013 APPOINTMENTS
BOARDS AND COMMITTEES

Steve Rogers

Commissioner District #1

<u>Commissioner District #1</u>	<u>Location</u>	<u>Reoccurrence</u>	<u>Day</u>	<u>Time</u>
BOH - Board of Health	BOCC Mtg Rm	Monthly	2 nd & 4 th Tues.	9:00 am
BOE - Board of Equalization	BOCC Conf. Rm.		<i>When called</i>	
FCAB - Flood Control Advisory Brd– Quarterly	South County Facility	Quarterly	3 rd Thursday	1:00 pm
FCAB - Flood Control Advisory Brd – Annual	South County Facility	August	3 rd Tuesday	7:00 pm
PCEMA - Emergency Management Agency	BOCC Mtg. Rm / S.County Facility	¼ ly - Jan Apr Jul Oct	2 nd Thursday	9:00 am
PTS - Pacific Transit System	Transit Office- Raymond/Seaview	¼ ly - Jan Apr Jul Oct	2 nd Thursday	10:30 am
SWCOG - Solid Waste Council of Governments	BOCC Mtg. Rm.		<i>When called</i>	
<hr/>				
EDC - Economic Development Council	BOCC Mtg. Rm / PUD Long Beach	Monthly	3 rd Wednesday	2:30 pm
Finance Committee	Treasurer’s Office	Qtrly. – Jan Apr Jul Oct	4 th Tuesday	1:30pm
LEOFF - Law Enforce, Officers & Fire Fighters	BOCC Conf. Rm	Quarterly - Jan Apr Jul Oct	3 rd Wednesday	9:30 am
Lodging Tax Advisory Council	BOCC Mtg Rm / S. County Facil.		<i>When called</i>	
Lower Columbia River Joint Fisheries Coalition	Astoria		<i>When called</i>	
<i>Frank Wolfe primary</i>				
OAAA - Olympic Area Agency on Aging	Shelton	Monthly	1 st Thursday	10:00 am
<i>Frank Wolfe is Alternate</i>				
ORCAA - Olympic Region Clean Air Agency	Olympia	Monthly	2 nd Tuesday	10:00 am
PACCOM Administration Board	Naselle		<i>When called</i>	
Pacific County EDC-North				
Pacific Mountain Workforce Consortium	Satsop Development Park			
<i>Frank Wolfe, Alternate</i>				
TRSN - Timberlands Regional Support Network				
<i>Frank Wolfe, Primary</i>				
WA State Association of Counties (WSAC)				

2013 APPOINTMENTS
BOARDS AND COMMITTEES

Lisa Ayers

Commissioner District #3

<u>Commissioner District #3</u>	<u>Location</u>	<u>Reoccurrence</u>	<u>Day</u>	<u>Time</u>
BOH -Board of Health	BOCC Mtg Rm	Monthly	2 nd & 4 th Tues.	9:00 am
BOE - Board of Equalization	BOCC Conf. Rm.	<i>When called</i>		
PCEMA - Emergency Management Agency	BOCC Mtg. Rm / S.County Facility	Quarterly - Jan Apr Jul Oct	2 nd Thursday	9:00 am
PTS - Pacific Transit System	Transit Office—Raymond/Seaview	Qrtly - Jan Apr Jul Oct	2 nd Thursday	10:30 am
FCAB - Flood Control Advisory Board – Quarterly	South County Facility	Qtrly - Feb May Aug Nov	3 rd Thursday	1:00 pm
FCAB - Flood Control Advisory Board – Annual	South County Facility	August	3 rd Tuesday	7:00 pm
SWCOG - Solid Waste Council of Governments	BOCC Mtg. Rm.	<i>When called</i>		
<hr/>				
367 Labor / Mgmt. Committee	DPW Conf. Rm	Monthly	3 rd Tuesday	3:00 pm
CCAP - Coastal Community Action Program	Aberdeen	Monthly	3 rd Tuesday	5:30 pm
Legislative Steering Committee				
PCOG - Pacific Council of Governments	BOCC Mtg Rm / PUD Long Beach	Monthly	3 rd Wednesday	1:00 pm
Retro Safety Coalition, <i>Alternate</i> <i>Kathy Spoor, Primary</i>				
Shoalwater Tribal 2% Impact Gaming Commission	Tokeland	<i>When called</i>		
Timber Counties	Olympia			
*WCIF - Wash Counties Insur. Fund I <i>Rachel Christian-Alternate</i>	Olympia	Monthly	2 nd Thursday	9:00 am
WCRP - Washington Counties Risk Pool - <i>Alternate</i> <i>Kathy Spoor, Primary</i>				

**per Lisa: WCIF-Alternate Board Member; WCIF-Board member*

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

RECEIVED
PACIFIC COUNTY

JAN 16 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, January 28, 2014 the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

120451 thru 120472 \$ 9,279.35

Warrants Dated: January 16, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:


Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

**COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS**

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, January 28, 2014 the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

120473 thru 120555 \$ 155,652.65

Warrants Dated: January 17, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Rachel Patrick
Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

JAN 21 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

**COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS**

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, January 28, 2014 the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

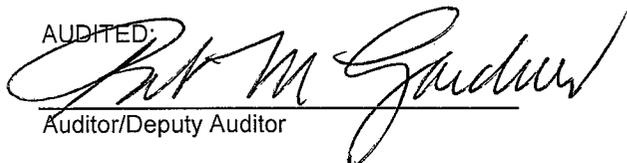
Vendors Claim Fund No. 692

120556 thru 120641 \$ 186,759.61

Warrants Dated: January 24, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

Years of Service Report January 2014

Total Years of Service 15

Employee Name **Date of Hire** **Calculation Date** **ID Number**
Virginia A. Leach 1/1/1999 1/1/1999 LEACV

Total Years of Service 35

Employee Name **Date of Hire** **Calculation Date** **ID Number**
Debbie L. Bannish 1/15/1979 1/1/1979 BANND

Sunday, January 12, 2014

1/12/14 - Memos to dept/offices. - KB



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 January 28, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE:
NARRATIVE OF REQUEST	
<p>This office requests authorization to proceed with advertisement of the South Valley Road Improvement Project immediately upon approval of the plans by Washington State Department of Transportation. Attached for execution is the Public Notice, Call for Bids, and Notice to Contractors. Please execute the documents and authorize the Clerk of the Board and County Engineer to set the bid opening date when approval is received. This federal aid project is funded through the Federal Highway Administration under the Surface Transportation Program.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve issuance of Call for Bids for the South Valley Road Improvement Project and authorize the County Engineer & Clerk of the Board to set bid opening date after approved is received from WA State Department of Transportation</p>	

PUBLIC NOTICE
CALL FOR BIDS

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

SOUTH VALLEY ROAD IMPROVEMENT PROJECT MP 0.00 TO MP 1.93

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Post Office (P.O. Box 187) in South Bend, WA, 98586-0187 prior to normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Pacific County Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

Bid proposals shall be submitted in a sealed envelope, clearly marked "**SOUTH VALLEY ROAD IMPROVEMENT PROJECT MP 0.00 TO MP 1.93**", together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

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

Contract Documents and bid forms may be purchased from the Department of Public Works, P.O. Box 66, South Bend, WA, 98586, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, Pacific County Courthouse, 300 Memorial Drive, South Bend, WA, and Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210.

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

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

Clerk of the Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

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

SOUTH VALLEY ROAD IMPROVEMENT PROJECT MP 0.00 TO MP 1.93

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

Bids delivered by the U.S. Postal Service must be delivered to the U.S. Post Office (P.O. Box 187) in South Bend, Washington, 98586-0187 prior to normal closing time of the last business day preceding the date of the bid opening. Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

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

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the above **SOUTH VALLEY ROAD IMPROVEMENT PROJECT MP 0.00 TO MP 1.93**.

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

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

NOTICE TO CONTRACTORS
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS
P.O. BOX 66, SOUTH BEND, WASHINGTON 98586

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

SOUTH VALLEY ROAD IMPROVEMENT PROJECT MP 0.00 TO MP 1.93

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

Contract Documents and bid forms may be purchased from the Department of Public Works, P.O. Box 66, South Bend, Washington, 98586, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of \$25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, Pacific County Courthouse, 300 Memorial Drive, South Bend, WA, and Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210.

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

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner



AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: APPROVED DENIED Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____ Risk Management

CONTINUED TO DATE: _____ TIME: _____ Legal

OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>DPW</u>	DIVISION (if applicable): <u>Roads</u>
OFFICIAL NAME & TITLE: <u>Mike Collins, Director/County Engineer</u>	PHONE / EXT: <u>3368</u>
SIGNATURE: 	DATE: _____
NARRATIVE OF REQUEST	
<p>This office requests authorization to "piggyback" the continued bid for Emulsified Oil as received from the 2012 solicitation from Clark County. Bid No. 2574 was awarded to Albina Asphalt. The CRS-2P price per ton offered by Albina is \$569 per ton. In 2012 Clark County provided all documents pertaining to the advertisement/award. Attached are copies of the Invitation to Bid, Specifications, Affidavit of Publishing, Bid Tabulation Sheet (note: 2 bids received), Recommendation to Clark County BOCC, and the Notice of Award. I have attached a letter from Albina confirming their intention to allow Clark County to continue the bid along with our "piggybacking" letter from Albina and the Intergovernmental Agreement with Clark County.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve request for "piggyback" on Clark County's bid from Albina Asphalt to provide CRS-2P Oil</p>	

Name of Contractor: Albina Asphalt

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

"Piggybacking" for 2012 bid approved February 14, 2012 meeting, "piggybacking" for 2013 bid approved March 26, 2013 meeting.

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

The Columbian
Legal Advertising
legals@columbian.com

We enclose for publication in your paper an Invitation to Bid for Clark County:

Bid #2574 – Annual Emulsified Oil

Please publish on the following dates:

January 18, 2012 & January 25, 2012

Please submit your invoices in duplicate, together with proof of publication addressed to:

**Clark County Purchasing
P.O. Box 5000
Vancouver, WA 98666-5000**

Reference Account #70301

Sincerely,

Michael Westerman, CPPO
Purchasing Manager

COUNTY OF CLARK

INVITATION TO BID

BID NO. 2574

NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received by the Board of County Commissioners in the office of Purchasing/General Services, 1300 Franklin Street, Suite 650, Vancouver, Washington, UNTIL 1:50 p.m., on the 31st day of January, 2012, for the purpose of securing:

ANNUAL EMULSIFIED OIL

BIDS will be publicly opened and read aloud at the Commissioners' Hearing Room, 6th Floor of the Public Service Center, 1300 Franklin Street, Vancouver, Washington 98660, at 2:00 p.m., January 31, 2012, or as soon thereafter as the matter may be heard. Bid specifications may be requested by contacting the Office of Purchasing/General Services at (360) 397-2323. The County reserves the right to reject any and all bids and waive informalities.

*Clark County
Purchasing/General Services*

CLARK COUNTY, WASHINGTON
CONTRACT DOCUMENTS FOR FURNISHING

ANNUAL EMULSIFIED OIL

BID NUMBER 2574

SUBMIT BIDS ON OR BEFORE 1:50 P.M.

JANUARY 31, 2012

PART I INVITATION TO BID	PART V PERFORMANCE REQUIREMENTS
PART II INSTRUCTIONS TO BIDDERS	PART VI SPECIFICATIONS
PART III GENERAL TERMS & CONDITIONS	PART VII BID TABULATION
PART IV SPECIAL PROVISIONS	

PART I - INVITATION TO BID

1. Sealed bids will be received by the Board of County Commissioners, through General Services Purchasing Department, 1300 Franklin Street, Suite 650, Vancouver, WA 98660, (360) 397-2323, (or P.O. Box 5000, Vancouver, WA 98666-5000) until 1:50 p.m., on January 31, 2012. Bids will be opened in the Commissioners' Hearing Room, Sixth Floor, Public Service Center, 1300 Franklin Street, at 2:00 p.m., on the same date.
2. Clark County shall reserve the right to reject any or all bids, or items bid.
3. In accordance with Washington State Code, all public work submittal to the County by interested bidders shall be accompanied by a **5% BID BOND**, in the form of a surety bond, postal money order, cashier's check, or certified check, in an amount equal to five percent (5%) of the amount of the bid proposed. Public work is defined as "all work, construction, alteration, repair, or improvement other than ordinary maintenance." **BID BONDS are required only when specifically requested in paragraph five.**
4. **A 100% PERFORMANCE BOND** shall be additionally required of a successful bidder of any public work. Should a successful bidder fail to furnish this bond within ten days after notice of bid award, exclusive of the date of notice, his five percent (5%) bid bond shall be forfeited to the County and the contract shall be awarded to the next lowest and best bidder. **PERFORMANCE BONDS are required only when specifically requested in paragraph five.**
5. BID BOND _____ Not Applicable _____

PERFORMANCE BOND _____ Not Applicable _____


MICHAEL WESTERMAN, CPPO
PURCHASING MANAGER

PART I - INVITATION TO BID cont.

BID NO. 2574

6. Within ten days after the notice of bid award, the successful bidder and the County shall fully execute all necessary contractual documents.

PART II - INSTRUCTIONS TO BIDDERS

1. It shall be the responsibility of the bidding firm to submit its bid on or before the hour and date specified. Clark County shall assume no responsibility for delay in U.S. Mail Service which results in the late arrival of bids.
2. Bids received shall comply with the requirements of all parts of this specification.
3. A bidding firm which discovers omissions, discrepancies, or areas of uncertainty within these specifications should notify General Services/Purchasing Department without delay. When necessary, written corrections or addenda to these specifications will be sent to all known bidding firms. The County will not be responsible for oral interpretations.
4. Bid responses shall be returned in duplicate upon the bid tabulation forms provided herein (Part VII). The completed forms shall be in ink, or typewritten without alteration or erasure.
5. Each bid must be signed in longhand by a representative of the bidding firm, with the name of the firm and title of signer printed or typed.
6. Bids shall be submitted in sealed envelopes with the information below.

BID NO. 2574 BID FOR ANNUAL EMULSIFIED OIL

This Bid will not be accepted after 1:50 PM January 31, 2012

SUBMIT BIDS TO: Clark County Purchasing, PO Box 5000, 1300 Franklin St. Suite 650,
Vancouver, WA 98666-5000

7. Clark County reserves the right to extend the contract resulting from this bid for a period of three (3) one (1) year periods, with the same terms and conditions, by service of a written notice of its' intention to do so prior to the contract termination date. Extended period shall be reviewed at the time of the extension to allow for inflation.
8.  For an alternative format, contact the Clark County ADA Compliance Office.
V (360) 397-2025; TTY (360) 397-2445; E-mail ADA@clark.wa.gov

PART III - GENERAL TERMS AND CONDITIONS

BID NO. 2574

1. Payments shall be made upon receipt by the County of properly executed and signed invoices from the vendor at the prices bid. Purchase order and contract numbers must be shown on all shipping, billing and correspondence documents.
2. Unless instructed otherwise, taxes, whether State or Federal, shall not be included in the bid prices, but shall be shown as separate amounts on bid.
 - A. As a political subdivision of the State of Washington, Clark County is generally exempted from Federal Taxes, including, but not limited to, excise and transportation taxes.
 - B. The Washington State tax must be added as a separate item to all bids and invoices.
3. The County's specifying of certain brand names shall be constructed solely for the purpose of indicating the standards of quality, performance or use desired. Any bidding firm offering a brand which may not be of equal quality, performance, or use to that specified should accompany its bid with complete technical literature. Deviation from minimum specification must be clearly pointed out. If not, Clark County will assume that items offered are intended to be in compliance with the specifications. Bidding firms should show brand and specification changes on attached sheets and may bid alternates if this specification explicitly allows.
4. Unless otherwise specified, under Special Provisions, Part IV, all goods are to be shipped prepaid F.O.B. destination. Clark County will not accept C.O.D. shipments.
5. Unless otherwise indicated in the bid, any item offered or shipped on this bid shall be new, of the most recent manufacture, in first class condition, and shall include standard commercial packaging.
6. As a political subdivision of the State of Washington, Clark County is specifically exempted by law from all fair trade prices or practices and shall neither recognize nor honor any prices bid to it as such. Identical or substantially similar bids may result in a reevaluation or rejection of all bids pursuant to these practices.
7. The selected firm shall protect Clark County against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of the goods and materials purchased herein. The selected firm shall assume all expenses and damages arising from such claims, suits, or proceedings.
8. All supplies or workmanship shall be subject to inspection and test by Clark County, prior to acceptance. In case of defective material, poor workmanship, or non-conformity to the specification, Clark County shall have the right either to reject with or without instructions as to disposition, or to require correction or replacement.
9. Bid prices shall be net 30 days.
10. The selected firm shall not discriminate against any employee or sub-contractor because of race, creed, color, national origin, sex, or age. Any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order or contract from Clark County. Clark County encourages the use of apprenticeship programs, individual supported employment, as well as group supported employment.
11. Cancellation of contract may be made upon thirty (30) days written notice, giving due cause for cancellation. Clark County reserves the right to initiate immediate cancellation upon non-compliance with specifications, service, or supply requirements.

PART IV - SPECIAL PROVISIONS

BID NO. 2574

1. Unless specified differently elsewhere within these specifications, prices bid shall be firm fixed and shall be the maximum as set forth for the duration of the contract period. Any price declines at the manufacturer's level shall be reflected in a reduction of the contract price to the County effective immediately.
2. This contract shall be for a period commencing on the ___ day of ____, and terminating on the ___ day of ____. **No dates noted above signifies that contract dates will be established following bid award.**
3. All withdrawals shall be made by purchase orders issued by Clark County. No shipments shall be made unless so authorized.
4. Shipping instruction, F.O.B. destination including inside or job site, shall be in force unless detailed hereunder:
5. Items bid will be carried in stock, or be available for delivery, within ____ days after receipt of order.
6. Estimated dollar amount of contract \$ N/A approximate.

Quantity amount of contract N/A

If indicated, the above dollar and/or quantity amounts noted above for this contract are estimates only and do not signify a firm commitment to purchase. Contract withdrawals may exceed or be less than the amount hereby estimated above.

7. The following factors, in combination but not limited to, will be considered in awarding the contract. The listing hereunder is not necessarily the order of importance.
 - A. Quality and conformance to specification.
 - B. Ability of bidder to render satisfactory service in this instance.
 - C. Prices.
 - D. Bidding firm's previous record of performance and service.
 - E. Representation to call upon and consult with using departments.

Except as modified in later sections of this specification, Clark County reserves the right to award bids in the best interest of the County, whether on a total basis or on any item individually, whichever will insure the greatest benefit to the County, special provisions notwithstanding. The bidding firm shall state whether it is bidding all or nothing.

PART V - PERFORMANCE REQUIREMENTS

BID NO. 2574

1. Unless noted elsewhere within these specifications, the successful bidding firm shall carry and show proof of liability insurance during the term of the contract. The minimum requirements are a \$N/A limit of liability for Bodily Injury and \$N/A limit of liability for Property Damage and a \$N/A Aggregate Limit. All policies must have a Best's Rating of A-VII or better. Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the bidder shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. It is the bidder's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.
2. When filing the Local Sales and Use Tax Section, page 2, of the State of Washington Combines Excise Tax Return, code taxing locations inside city limits to the city's 4 digit location code, code taxing locations not within an incorporated city to the Unincorporated Area with the 4-digit location code 0600. Location not address is the determining factor.
3. This bid may be subject to Inter-Government Act RCW 39-34-020 & 040.
4. Environmentally Responsible Purchasing Program

Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging.

This policy also seeks to increase:

- 1) water and energy efficiency
- 2) renewable energy sources
- 3) use of products with recycled content
- 4) product durability
- 5) use of products that can be recycled, reused, or composted at the end of its life cycle.

Product criteria have been established on the Green Purchasing List

<http://www.clark.wa.gov/general-services/purchasing/erp/documents/Green%20Purchasing%20List.pdf>

SCOPE

The purpose of this bid is to describe the standards for CRS-2, CRS-2P and CSS-1H (emulsified oil) required by Clark County Road Department.

GENERAL

This bid shall result in a contract to provide emulsified oil for the road department's surface treatment program. These figures do not constitute a firm commitment by Clark County to purchase the amounts indicated, but rather the award of this bid shall result in a contract for services for Clark County ordered as needed, at firm fixed prices for the period of this contract. When picking up emulsified oil at the plant, the County will be loaded in a timely manner not requiring an appointment time.

Clark County has made this bid subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidder's option, extend identical prices and services to other public agencies wishing to participate in this bid. Each public agency wishing to utilize this bid will issue a purchase order (or contract) binding only their agency. Each contract is between the bidder and the individual agency with no liability to Clark County.

EXTENSIONS

Clark County reserves the right to extend the contract resulting from this bid for a period of three (3) one (1) year periods, with the same terms and conditions, by service of a written notice of its' intention to do so prior to the contract termination date. Extended period shall be reviewed at the time of the extension to allow for inflation.

REIMBURSEMENT FOR DELAYS

The supplier shall reimburse the County for delays in picking up the material at the suppliers' site. The successful bidder agrees to reimburse the County for crew time lost due to delays in pickup at the plant at a rate of \$400.00 per hour for chip seal crew. The County is authorized to deduct these reimbursement amounts from open invoices if a credit memo is not received from the supplier within seven calendar days of notification of the delay.

LIQUIDATED DAMAGE FOR DEFECTIVE MATERIALS

Materials picked up and incorporated into road projects which are found to be in non-conformance with the specifications shall be unacceptable. If it is determined the supplier's material does not meet specification, the contractor shall supply that/said amount of material to the County at no charge for the following year's project.

PICK-UP / DELIVERY

Clark County shall pick up at suppliers site within a 50 mile radius of Public Works Maintenance & Operations, 8115 NE St. Johns Rd., Vancouver, WA 98665. Outside the 50 mile radius, supplier shall deliver at no additional cost to Public Works Maintenance & Operations.

TABLE 1 Requirements for Cationic Emulsified Asphalt		
Type	Rapid-Setting	
Grade	CRS-2	
	Min	Max
Test on emulsions:		
Viscosity, Saybolt Furol at 25C, SFs	-	-
Viscosity, Saybolt Furol at 50C, SFs	150	400
Storage stability test, 24-h, %	-	1
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	-	-
Coating ability and water resistance:		
Coating, dry aggregate		-
Coating, after spraying		-
Coating, wet aggregate		-
Coating, after spraying		-
Particle charge test	positive	-
Sieve test, %	-	0.10
Cement mixing test, %	-	-
Distillation:		
Oil distillate, by volume of emulsion, %	1.5	3
Residue, %	65	-
Test on residue from distillation test:		
Penetration, 77F	100	250
Ductility, 77F, 5 cm/min., cm	40	-
Solubility in trichloroethylene, %	97.5	-

TABLE 2 Requirements for Cationic Emulsified Asphalt			
Type	Rapid-Setting		
Grade	CRS-2P		
	Min	Max	
Test on emulsions:			
Viscosity, Saybolt Furol at 25C, SFs	-	-	
Viscosity, Saybolt Furol at 50C, SFs	150	400	
Storage stability test, 24-h, %	-	1	
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	-	-	
Coating ability and water resistance:			
Coating, dry aggregate		-	
Coating, after spraying		-	
Coating, wet aggregate		-	
Coating, after spraying		-	
Particle charge test	positive	-	
Sieve test, %*	-	0.10	
Cement mixing test, %	-	-	
Distillation:			
Oil distillate, by volume of emulsion, %	note 1	0	3
Residue, %		65	-
Test on residue from distillation test:			
Penetration, 77F		100	250
Torsional Recovery %	note 2	18	-
or			
Toughness/tenacity in -lbs	note 3	50/25	

NOTE 1 Distillation modified to use 300 grams of emulsion heated to 350°F ± 9°F and maintained for 20 minutes.

NOTE 2 The Torsional Recovery test shall be conducted according to the California Department of Transportation Method No. 332. The residue material for this test shall come from California Department of Transportation Method No. 331.

NOTE 3 Benson method of toughness and tenacity; Scott tester, inch-pounds at 77°F. 20 in. per minute pull. Tension head 7/8 in. diameter.

TABLE 3 Requirements for Cationic Emulsified Asphalt		
Type	Slow-Setting	
Grade	CSS-1H Dilute	
	Min	Max
Test on emulsions:		
Viscosity, Saybolt Furol at 25C, SFs	20	100
Viscosity, Saybolt Furol at 50C, SFs	-	-
Storage stability test, 24-h, %	-	1
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	-	-
Coating ability and water resistance:		
Coating, dry aggregate		-
Coating, after spraying		-
Coating, wet aggregate		-
Coating, after spraying		-
Particle charge test	positive	-
Sieve test, %	-	0.1
Cement mixing test, %	-	-
Distillation:		
Oil distillate, by volume of emulsion, %	-	-
Residue, %	57	-
Test on residue from distillation test:		
Penetration, 77F	40	80
Ductility, 77F, 5 cm/min., cm	40	-
Solubility in trichloroethylene, %	97.5	-

Affidavit of Publication
STATE OF WASHINGTON)

) ss:
County of Clark)

Columbian

ACCOUNTS PAYABLE
CLARK CO PURCHASING-L
PO BOX 5000
VANCOUVER WA 98668

REFERENCE: 70301 BID 2574
 3167710 COUNTY OF CLARK INVI

I, the undersigned say,

That I am over the age of eighteen and not interested in the above entitled matter; that I am now, and at all time embraced in the publication herein mentioned, was, the principal clerk of the printer of The Columbian, a daily newspaper printed, published and circulated in the said county and adjudged a newspaper of general circulation by the Superior Court of the County of Clark, State of Washington, under Proceeding No. 802006715; that the advertisement, of which the annexed is a true printed copy, was published in the above-named newspaper on the following dates, to wit:

PUBLISHED ON: 01/18 01/25

TOTAL COST: 93.25
FILED ON: 01/25/12

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature Judy Moody

COUNTY OF CLARK
INVITATION TO BID
BID NO. 2574
NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received by the Board of County Commissioners in the office of Purchasing/General Services, 1300 Franklin Street, Suite 650, Vancouver, Washington, UNTIL 1:50 p.m., on the 31st day of January, 2012, for the purpose of securing:
ANNUAL EMULSIFIED OIL
BIDS will be publicly opened and read aloud at the Commissioners' Hearing Room, 6th Floor of the Public Service Center, 1300 Franklin Street, Vancouver, Washington 98660, at 2:00 p.m., January 31, 2012, or as soon thereafter as the matter may be heard. Bid specifications may be requested by contacting the Office of Purchasing/General Services at (360) 397-2323. The County reserves the right to reject any and all bids and waive informalities.
Clark County
Purchasing/General Services 435581
Jan. 18, 25

ANNUAL EMULSIFIED OIL		OPENING DATE:	31-Jan-12	AWARD DATE:	7-Feb-12 @ 6:00 PM	BID NUMBER	2574		
DESCRIPTION	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
CRS-2 emulsified oil	1000			1000	525.00	\$525,000.00			
CRS-2P emulsified oil	2600	660.00	\$1,716,000.00	2600	569.00	\$1,479,400.00			
CSS-1H emulsified oil	550			550	350.00	\$192,500.00			
CSS-1 emulsified oil	20			20	525.00	\$10,500.00			
Base Bid			\$1,716,000.00			\$2,207,400.00			
Washington State Sales Tax - 8.2%			\$140,712.00			\$121,310.80			
TOTAL BASE BID			\$1,856,712.00			\$2,328,710.80			
FUNDING: Annual Road Operations Budget									



proud past, promising future

CLARK COUNTY
WASHINGTON

GENERAL SERVICES

Office of Purchasing

TO: Board of County Commissioners

FROM: Michael Westerman, Purchasing Manager 

DATE: February 7, 2012

SUBJECT: Award of Bid #2574 – Annual Emulsified Oil

The purpose of this bid is to establish an annual requirements contract to purchase emulsified oil for use in the chip seal road surface treatment process annually completed by Public Works Road Crews in the rural areas of Clark County to seal the surface from moisture infiltration.

Purchasing received two responses to Bid #2574. The bids were checked for accuracy, content, and compliance to specifications.

The apparent low bidder Paramount Petroleum of Seattle, WA chose to only bid one item and was therefore considered non responsive.

Purchasing and Public Works Road Operations recommend that Bid #2574 be awarded to the lowest responsive bidder meeting all the requirements, Albina Asphalt of Vancouver, WA in the total bid amount of \$2,328,710.80 including Washington State Sales Tax, and grant authority to the County Administrator to sign all bid related contracts.





proud past, promising future

CLARK COUNTY
WASHINGTON

GENERAL SERVICES
Office of Purchasing

NOTICE OF AWARD

February 8, 2012

Albina Asphalt
801 Main Street
Vancouver, WA 98660

Dear Mr. VanDaam:

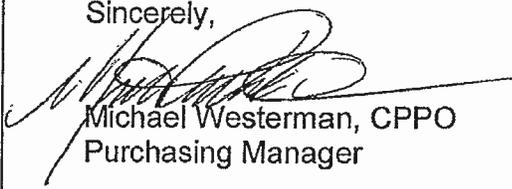
On February 7, 2012 the Clark County Board of Commissioners awarded your firm a contract for furnishing Annual Emulsified Oil in accordance with the specifications of Clark County's Request for Bids #2574.

Delivery shall be made as per specifications. Kindly acknowledge this authorization by signing the appropriate line below and return this document to the Clark County Purchasing Office.

By acceptance you acknowledge that you agree to furnish the specified goods and services at price and cost quoted. A purchase order will follow after a signed copy of this document is received in the Clark County Office of Purchasing.

This document is between the undersigned and the County of Clark.

Sincerely,



Michael Westerman, CPPO
Purchasing Manager

MW:bb

ACKNOWLEDGMENT

Signature

Typed Name

Title/Position





proud past, promising future

CLARK COUNTY
WASHINGTON

GENERAL SERVICES

Office of Purchasing

February 8, 2012

Paramount Petroleum Corp.
20555 NW Richmond Beach Dr.
Seattle, WA 98177

Dear Mr. Briggs:

NOTICE OF BID AWARD

Award has been made to: Albina Asphalt
801 Main Street
Vancouver, WA 98660

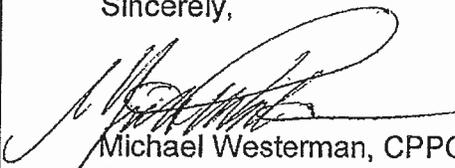
For: Bid #2574 – Annual Emulsified Oil

Amount of Contract: \$2,328,710.80

Starting Date: Not Applicable

We thank you for your interest in bidding and trust that you will continue to participate in calls for bids by the County.

Sincerely,


Michael Westerman, CPPO
Purchasing Manager

MW/bb



TEL: 360-816-8540
TOLL FREE: 800-888-5048
FAX: 360-816-8541
asphalt@albina.com
www.albina.com

801 MAIN STREET • VANCOUVER, WA 98660

1. The Albina CRS-2 does not meet the 1½%-3% oil content. The Albina material will have 0% oil content
2. The CSS-1H Dilute does not have a Washington State Specification but it does meet the CSS-1H specifications before it is diluted.
3. Clark County will be billed at 8.2% sales tax on invoices

Thank You
Ken VanDaam
Albina Asphalt



proud past, promising future

CLARK COUNTY
WASHINGTON

GENERAL SERVICES
Office of Purchasing

January 14, 2014

Albina Asphalt
801 Main Street
Vancouver, WA 98660

Dear Mr. Van Daam:

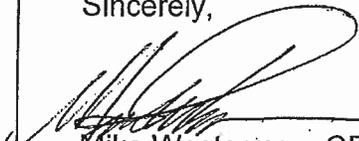
It is the intention of Clark County to extend the existing contract with Albina Asphalt to provide Annual Emulsified Oil as provided in the specifications of Bid #2574.

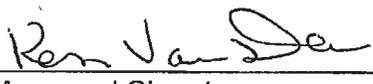
All terms and conditions will remain the same unless a change request is submitted. If requesting a change, please sign the letter and reply within 14 days and include justification. A letter of acceptance will be returned once Clark County accepts your justification.

We have been pleased with your service and are looking forward to working with you for another year.

Your signature indicates acceptance of this extension. You should consider this letter a formal extension for one year.

Sincerely,


Mike Westerman, CPPO
Purchasing Manager


Approval Signature

MW/bb

1-16-14
Date

cc: Carl Oman
File

Change request included
By checking the change request, this extension will not be executed until the changes are accepted by Clark County.



PART VII - BID TABULATION

BID NO. 2574

The undersigned submits the following bid for furnishing goods or services according to all provisions set forth in Parts I through VI of this contract.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>WILL CALL UNIT COST</u>	<u>BID AMOUNT</u>
CRS-2 emulsified oil	1,000 tons	<u>\$525.00</u>	<u>\$525,000.00</u>
CRS-2P emulsified oil	2,600 tons	<u>\$569.00</u>	<u>\$1,479,400.00</u>
CSS-1H emulsified oil	550 tons	<u>\$350.00</u>	<u>\$192,500.00</u>
CSS-1 emulsified oil	20 tons	<u>\$525.00</u>	<u>\$10,500.00</u>
TOTAL BASE BID			<u>\$2,207,400.00</u>

★ See attachment on CRS-2 AND CS-1H

Bid prices shall remain firm for a period of 12 months? Yes No

NOTE: Failure to acknowledge receipt of Addenda will render the bid non-responsive and therefore void.

ADDENDA:

Bidder shall insert number of each Addenda received. If no addenda received, please mark "NONE".

No. 1 Dated: 1-24-12 No. 2 Dated: 1-25-12

Delivery shall be _____ after receipt of order. It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the County of Clark. Vendor certifies that he has not entered into any agreement whatsoever to fix or maintain prices or competition with respect to this contract.

FIRM NAME ALLBina Asphalt

BY Ken Van Damm (Print Name) KEN VANDAMM

ADDRESS 801 MAN Street CITY & STATE VANCOUVER, WA ZIP 98660

DATE 1-30-12 TELE. NO. (360) 816-8072 FAX NO. (360) 816-8072

NOTE: For this contract, we will use Local City/County Sales and Use Tax Location Code Number 0605 Federal Tax ID 93-0466510 UBI Number 409 018 2280

4

4455580 IA
RecFee - \$45.00 Pages: 4 - COMMISSIONERS
Clark County, WA 05/14/2008 02:45

RETURN ADDRESS

Clark County
Commissioners

Please print neatly or type information

Document Title(s)

Intersocal Joint Purchasing Agreement - Pacific Co.

Reference Numbers(s) of related documents:

Grantor(s) (Last, First and Middle Initial)

Additional Reference #'s on page _____

Clark County

Grantee(s) (Last, First and Middle Initial)

Additional grantors on page _____

Public

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Intersocal Joint Purchasing Agreement with Pacific Co.

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

January 21, 2014

Karen Bannish
Pacific County

Re: Clark County Bid # 2574

Dear Karen:

The offer to purchase products off of the Clark County Emulsified Oil Bid #2574 is acceptable to Albina. We do not anticipate a problem supplying the 600-800 tons of CRS-2P for the 2014 season. We understand you have been using Wilcox & Flegel for your trucking needs. As you may know, Albina has its own trucking fleet and if you would like a quote please give us a call.

We look forward to doing business with Pacific County and I hope you are aware that the contract can be renewed for 1 more year

If you have any other questions please give me a call at 360-816-8072

Sincerely
Ken VanDaam
Albina Asphalt

PART VII - BID TABULATION

BID NO. 2574

The undersigned submits the following bid for furnishing goods or services according to all provisions set forth in Parts I through VI of this contract.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>WILL CALL UNIT COST</u>	<u>BID AMOUNT</u>
CRS-2 emulsified oil	1,000 tons	<u>\$525.00</u>	<u>\$525,000.00</u>
CRS-2P emulsified oil	2,600 tons	<u>\$569.00</u>	<u>\$1,479,400.00</u>
CSS-1H emulsified oil	550 tons	<u>\$350.00</u>	<u>\$192,500.00</u>
CSS-1 emulsified oil	20 tons	<u>\$525.00</u>	<u>\$10,500.00</u>
TOTAL BASE BID			<u>\$2,207,400.00</u>

★ See attachment on CRS-2 AND CSS-1H

Bid prices shall remain firm for a period of 12 months? Yes No

NOTE: Failure to acknowledge receipt of Addenda will render the bid non-responsive and therefore void.

ADDENDA:

Bidder shall insert number of each Addenda received. If no addenda received, please mark "NONE".

No. 1 Dated: 1-24-12 No. 2 Dated: 1-25-12

Delivery shall be _____ after receipt of order. It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the County of Clark. Vendor certifies that he has not entered into any agreement whatsoever to fix or maintain prices or competition with respect to this contract.

FIRM NAME ALLBina Asphalt

BY Ken VanDamm (Print Name) KEN VANDAMM

ADDRESS 801 MAIN STREET CITY & STATE VANCOUVER, WA ZIP 98660

DATE 1-30-12 TELE. NO. (360) 816-8072 FAX NO. (360) 816-8072

NOTE: For this contract, we will use Local City/County Sales and Use Tax Location Code Number 0605 Federal Tax ID 93-0466510 UBI Number 409 018 2280

STATE OF WASHINGTON

COUNTY OF CLARK

I, Louise Richards, Clerk of the Board of County Commissioners,
hereby certify that the attached is a true and correct copy of Interlocal Joint
Purchasing Agreement (PU08-74) adopted by the Board of Commissioners
on May 6, 2008.

A handwritten signature in cursive script that reads "Louise Richards".

Clerk of the Board

Date: May 14, 2008

INTERLOCAL JOINT PURCHASING AGREEMENT

PU 08-74

THIS AGREEMENT is between Pacific County, a political subdivision of the State of Washington, and Clark County, a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. **SCOPE:** This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. **DURATION AGREEMENT – TERMINATION:** This agreement shall remain in force until cancelled by either party in writing.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
7. **FINANCING:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. **HOLD-HARMLESS:** Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
12. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

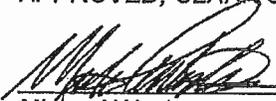
APPROVED AS TO FORM ONLY:

ARTHUR D. CURTIS
Prosecuting Attorney

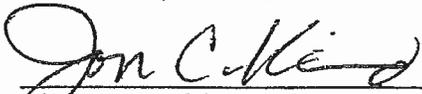
By 
Deputy Civil Prosecutor

Approved As To Form Only:
David J. Burke
Pacific County Prosecutor 4/22/08

APPROVED, CLARK COUNTY

 4/18/08
Michael Westerman Date
Purchasing Manager

APPROVED, PACIFIC COUNTY

 4/22/08
Jon C. King Date
Chairperson of the Board

 5/8/08
Betty Sue Morris Date
Board of Commissioners, Chair

Attest:


Clerk to the Board

Attest:

 4/22/08
Clerk of the Board Date



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE: 1-17-14
NARRATIVE OF REQUEST	
Dept of Public Works is requesting Marcus Lundy to fill Engineer Tech I/Facilities maintenance. position. He will start at grade 8 Step 1. Start date Feb 3rd 2014	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the hire of Marcus Lundy, Engineer Tech I/Facilities Maintenance, Grade 8 Step 1 effective February 3, 2014, subject to adequate budget appropriations	



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: Please return signed original to our office for filing.

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Community Development</u>	DIVISION (if applicable): <u>Admin</u>
OFFICIAL NAME & TITLE: <u>Faith Taylor-Eldred</u>	PHONE / EXT: <u>360.875.9356</u>
SIGNATURE:	DATE: <u>Jan 13 '14</u>
NARRATIVE OF REQUEST	
<p>The Department requests the Board approve the Interagency Agreement with the Pacific Conservation District. Pacific County has received a lead entity operational grant (#13-1386) from Washington State Department of Fish and Wildlife for administration and operations of the Pacific County Marine Resources Committee. This work is performed by the Conservation District.</p> <p>The total grant is for \$4,125.00</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Interagency Agreement with Pacific Conservation District for administration and operations of the Marine Resources Committee</p>	

Name of Contractor: Pacific Conservation District

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
13-1386

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

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

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

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):
Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real Property)
 Telecomm & Data Processing Other Services (Please Describe):
To be located at: _____

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

TOTAL COST/AMOUNT (include sales & use tax): \$4125.00 TOTAL TAX:
TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 116 .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No
IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

INTERAGENCY AGREEMENT

**Between
Pacific County
and the**

Pacific Conservation District

This agreement is by and between Pacific County, P.O. Box 187, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter "the District").

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "the District."

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** The County has received a lead entity operational grant (Grant Project No. 13-1386) from the Washington State Department of Fish and Wildlife. The purpose of this grant is to compensate Pacific County for the cost of administering and operating the Pacific County Marine Resources Committee. The District shall be responsible for completing the project deliverables as specified in ATTACHMENT B of the lead entity operational grant No. 13-1386 (attached) to the satisfaction of the County, and the Washington State Department of Fish and Wildlife.
- 2. PAYMENT.** The County agrees to reimburse the District for costs in support of accomplishing the above tasks in an amount not to exceed the amount listed in the contract to perform the services from the time period of July 1, 2013 through June 30, 2014. The Pacific Conservation District shall submit by the 10th of each month vouchers for the past month's services. Payments will include professional services, benefits, and administrative costs. The County will be charging the District for all administrative costs pertaining to this project. The County will invoice the District at the end of each month. The total amount, not to exceed 10%, will be deducted from the monthly payment that the District invoices the County.
- 3. TERM/TERMINATION.** This Agreement shall be effective July 1, 2013 and shall terminate automatically on June 30, 2014, unless extended by mutual agreement. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.
- 4. RELATIONSHIP OF PARTIES.** It is understood by the parties that the District is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the District.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed
This ____ day of _____ 2013.

Board of County Commissioners


~~Pacific County~~ Conservation District

Lisa Ayers, Chair


Chairman

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

David Burke, Prosecuting Attorney



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.

REQUESTED MEETING DATE:

12/18/2013

AGENDA REQUEST FORM

(TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD)

Agenda Item #: 24

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 12/18/2013

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO _____

CONTINUED TO DATE _____ TIME _____

OTHER _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DRW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PG Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop Ext
	<input checked="" type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other Conservation District

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/6/2013
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Agreement regarding distribution of operating funds from the WA Coast Sustainable Salmon Foundation to the Pacific County Lead Entity	

WASHINGTON
COAST SUSTAINABLE
SALMON
FOUNDATION

**AGREEMENT REGARDING
DISTRIBUTION OF OPERATING FUNDS FROM THE
WASHINGTON COAST SUSTAINABLE SALMON FOUNDATION
TO THE PACIFIC COUNTY LEAD ENTITY**

THIS AGREEMENT is executed by and between Pacific County ("PC") and the Washington Coast Sustainable Salmon Foundation ("Foundation") for the purpose of distributing operating funds to the Pacific County Lead Entity ("PCLE") from grants awarded to the Foundation as fiscal sponsor for the Washington Coast Sustainable Salmon Partnership ("WCSSP"). The parties enter into this Agreement ("Agreement") effective as of the date set fourth in section 5(A) of this agreement for the purposes and under the terms contained herein.

WHEREAS, WCSSP is administered by the Foundation under Salmon Project Agreement #13-1386 from the Recreation and Conservation Office, and

WHEREAS, PCLE is administered by PC under Operational Grant # 13-1377 from the Recreation and Conservation Office as authorized under Chapter 77.85 RCW Salmon Recovery Act, and

WHEREAS, operating funds for PCLE have been included in grants to the Foundation, and

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to covering expenses (salary, benefits, and travel) associated with administration, coordination, and the implementation of joint meetings, projects and programs of the WCSSP,

THEREFORE, in consideration of mutual promises and covenants herein, PC and the Foundation agree:

Section 1. Definitions. Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, the Parties shall use the definitions found in Chapter 77.85 RCW Salmon Recovery Act.

"Agreement" means this agreement.

"PC" means Pacific County.

"Foundation" means Washington Coast Sustainable Salmon Foundation.

"LE" means one or more of the 27 Washington State Lead Entities for salmon restoration.

"PCLE" means Pacific County Lead Entity.

"WCSSP" means Washington Coast Sustainable Salmon Partnership.

"RCO" means Recreation and Conservation Office, State of Washington.

"SRFB" means Salmon Recovery Funding Board, RCO, State of Washington.

Section 2. Responsibilities of the Foundation. In return for participation in regional meetings as outlined in the attached Scope of Work and submitting invoices that document WCSSP related payroll hours and travel expenses incurred by PCLE, the Foundation will reimburse PC out of funds authorized in accordance with grant #13-1386 with a distribution not to exceed the following:

<u>Budget Category</u>	<u>Activity</u>	<u>Amount</u>
LE Administrative Operations & Travel Expenses	average 1-2 meetings per month	\$4,125

Section 3. Responsibilities of PC. In return for honoring invoices that document expenses incurred by PCLE, PC shall:

- A. Monitor PCLE activities and expenses associated with WCSSP responsibilities to ensure they are conducted properly, safely, and in accordance with this Agreement and all associated contracts.
- B. Submit documentation of all expenses, including a break-down of dates and a brief description of WCSSP associated salaries or wages, and mileage reimbursement.
- C. Require that all aspects of activities undertaken by PCLE in relation to WCSSP be covered by insurance. This requirement for insurance coverage shall be in effect for the duration of the Agreement. This section is intended to require full, comprehensive insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement.

The insurance required by this agreement shall not be construed to limit the liability of PC to the coverage provided by such insurance, or otherwise limit the Foundation's recourse to any remedy available at law or in equity.

The insurance provided shall include types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
 3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. PC shall defend, indemnify and hold the Foundation, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Foundation.

The Foundation shall defend, indemnify and hold PC, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of PC.

Section 4. Term of Agreement. This agreement shall terminate on June 30th, 2014 at the end of the 2014 fiscal year, in accordance with Grant # 13-1386.

Section 5. Miscellaneous Provisions.

- A. Effective Date: This Agreement shall be in effect as of September 1, 2013.
- B. Amendment: This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.

C. Non-Waiver: No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.

IN WITNESS WHERE OF, this agreement is executed by Pacific County and by the Washington Coast Sustainable Salmon Foundation.

Dated this 18th day of December 2013

Dated this 26th day of November, 2013

PACIFIC COUNTY

WASHINGTON COAST SUSTAINABLE
SALMON FOUNDATION

Lisa Myers

J Miles Batchelder
J. Miles Batchelder
Executive Director

SP Regens

J. Hall

Marie Guernsey

Attachment A **SCOPE OF WORK**

RE: Supplemental funding from the SRFB through the regional contract RCO #13-1386 to support the Coast Lead Entity Groups (LEGs) in their participation in general regional functions and regional planning activities.

The Washington Coast Sustainable Salmon Foundation allocated approximately \$21,000 to support the participation of all four LEG Coordinators in basic regional activities. It is anticipated that these functions will include, on average, one or two meetings per month as outlined below.

Participation of Lead Entity Coordinator in basic regional activities

- Participation of Lead Entity Coordinator in one Board of Directors meeting per month (total of 10 for the fiscal year), approximately four hours each, plus associated travel time and mileage reimbursement.
- Participation of Lead Entity Coordinator in up to 5 Regional Plan Implementation meetings plus associated travel time and mileage reimbursement.

Participation of Lead Entity Coordinator in Regional Technical Committee

- Participation of Lead Entity Coordinator in up to 3 meetings of the Regional Technical Committee, approximately four hours each, plus associated travel time and mileage reimbursement.

Deliverables

PC to provide invoice and back up documentation (back up invoice, time card/record, mileage, and/or bookkeeping records) to fiscal sponsor Washington Coast Sustainable Salmon Foundation.

Please mail to:

Washington Coast Sustainable Salmon Foundation
PO Box 2392
Ocean Shores, WA 98569

or send via email to danajd@wcssp.org.

INTERAGENCY AGREEMENT

Between
Pacific County
and the

Pacific Conservation District

This agreement is by and between Pacific County, P.O. Box 187, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter "the District").

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "the District."

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** The County has received a lead entity operational grant (Grant Project No. 13-1386) from the Washington State Department of Fish and Wildlife. The purpose of this grant is to compensate Pacific County for the cost of administering and operating the Pacific County Marine Resources Committee. The District shall be responsible for completing the project deliverables as specified in ATTACHMENT B of the lead entity operational grant No. 13-1386 (attached) to the satisfaction of the County, and the Washington State Department of Fish and Wildlife.
- 2. PAYMENT.** The County agrees to reimburse the District for costs in support of accomplishing the above tasks in an amount not to exceed the amount listed in the contract to perform the services from the time period of July 1, 2013 through June 30, 2014. The Pacific Conservation District shall submit by the 10th of each month vouchers for the past month's services. Payments will include professional services, benefits, and administrative costs. The County will be charging the District for all administrative costs pertaining to this project. The County will invoice the District at the end of each month. The total amount, not to exceed 10%, will be deducted from the monthly payment that the District invoices the County.
- 3. TERM/TERMINATION.** This Agreement shall be effective July 1, 2013 and shall terminate automatically on June 30, 2014, unless extended by mutual agreement. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.
- 4. RELATIONSHIP OF PARTIES.** It is understood by the parties that the District is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the District.

5. **ASSIGNMENT.** The District's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid to the party representing the County and Center at the following address:

The District: Mike Nordin
 Pacific Conservation District
 P.O. Box 336
 South Bend, WA 98586

The County: Faith Taylor-Eldred
 Pacific County, Department of Community Development
 P.O. Box 68
 South Bend, WA 98586

Address changes by either party must be provided by written notice to the other in the manner set forth above.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
11. **VENUE.** In the event either party files a lawsuit to enforce the provisions of this Contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.
12. **APPLICABLE LAW.** The laws of the State of Washington shall govern this Agreement. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed
This _____ day of _____ 2013.

Board of County Commissioners


Pacific County Conservation District

Lisa Ayers, Chair


Chairman



Steve Rogers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

David Burke, Prosecuting Attorney

WASHINGTON
COAST SUSTAINABLE
SALMON
FOUNDATION

**AGREEMENT REGARDING
DISTRIBUTION OF OPERATING FUNDS FROM THE
WASHINGTON COAST SUSTAINABLE SALMON FOUNDATION
TO THE PACIFIC COUNTY LEAD ENTITY**

THIS AGREEMENT is executed by and between Pacific County ("PC") and the Washington Coast Sustainable Salmon Foundation ("Foundation") for the purpose of distributing operating funds to the Pacific County Lead Entity ("PCLE") from grants awarded to the Foundation as fiscal sponsor for the Washington Coast Sustainable Salmon Partnership ("WCSSP"). The parties enter into this Agreement ("Agreement") effective as of the date set fourth in section 5(A) of this agreement for the purposes and under the terms contained herein.

WHEREAS, WCSSP is administered by the Foundation under Salmon Project Agreement #13-1386 from the Recreation and Conservation Office, and

WHEREAS, PCLE is administered by PC under Operational Grant # 13-1377 from the Recreation and Conservation Office as authorized under Chapter 77.85 RCW Salmon Recovery Act, and

WHEREAS, operating funds for PCLE have been included in grants to the Foundation, and

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to covering expenses (salary, benefits, and travel) associated with administration, coordination, and the implementation of joint meetings, projects and programs of the WCSSP,

THEREFORE, in consideration of mutual promises and covenants herein, PC and the Foundation agree:

Section 1. Definitions. Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, the Parties shall use the definitions found in Chapter 77.85 RCW Salmon Recovery Act.

"Agreement" means this agreement.

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"RCO" means Recreation and Conservation Office, State of Washington.

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Section 2. Responsibilities of the Foundation. In return for participation in regional meetings as outlined in the attached Scope of Work and submitting invoices that document WCSSP related payroll hours and travel expenses incurred by PCLE, the Foundation will reimburse PC out of funds authorized in accordance with grant #13-1386 with a distribution not to exceed the following:

<u>Budget Category</u>	<u>Activity</u>	<u>Amount</u>
LE Administrative Operations & Travel Expenses	average 1-2 meetings per month	\$4,125

Section 3. Responsibilities of PC. In return for honoring invoices that document expenses incurred by PCLE, PC shall:

- A. Monitor PCLE activities and expenses associated with WCSSP responsibilities to ensure they are conducted properly, safely, and in accordance with this Agreement and all associated contracts.
- B. Submit documentation of all expenses, including a break-down of dates and a brief description of WCSSP associated salaries or wages, and mileage reimbursement.
- C. Require that all aspects of activities undertaken by PCLE in relation to WCSSP be covered by insurance. This requirement for insurance coverage shall be in effect for the duration of the Agreement. This section is intended to require full, comprehensive insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement.

The insurance required by this agreement shall not be construed to limit the liability of PC to the coverage provided by such insurance, or otherwise limit the Foundation's recourse to any remedy available at law or in equity.

The insurance provided shall include types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
 3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. PC shall defend, indemnify and hold the Foundation, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Foundation.

The Foundation shall defend, indemnify and hold PC, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of PC.

Section 4. Term of Agreement. This agreement shall terminate on June 30th, 2014 at the end of the 2014 fiscal year, in accordance with Grant # 13-1386.

Section 5. Miscellaneous Provisions.

- A. Effective Date: This Agreement shall be in effect as of September 1, 2013.
- B. Amendment: This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.

C. Non-Waiver: No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.

IN WITNESS WHERE OF, this agreement is executed by Pacific County and by the Washington Coast Sustainable Salmon Foundation.

Dated this 18th day of December 2013

Dated this 26th day of November, 2013

PACIFIC COUNTY

WASHINGTON COAST SUSTAINABLE
SALMON FOUNDATION

Lisa Myers

J. Miles Batchelder
J. Miles Batchelder
Executive Director

OTR Rogers

John Hall

Marie Guernsey

Attachment A **SCOPE OF WORK**

RE: Supplemental funding from the SRFB through the regional contract RCO #13-1386 to support the Coast Lead Entity Groups (LEGs) in their participation in general regional functions and regional planning activities.

The Washington Coast Sustainable Salmon Foundation allocated approximately \$21,000 to support the participation of all four LEG Coordinators in basic regional activities. It is anticipated that these functions will include, on average, one or two meetings per month as outlined below.

Participation of Lead Entity Coordinator in basic regional activities

- Participation of Lead Entity Coordinator in one Board of Directors meeting per month (total of 10 for the fiscal year), approximately four hours each, plus associated travel time and mileage reimbursement.
- Participation of Lead Entity Coordinator in up to 5 Regional Plan Implementation meetings plus associated travel time and mileage reimbursement.

Participation of Lead Entity Coordinator in Regional Technical Committee

- Participation of Lead Entity Coordinator in up to 3 meetings of the Regional Technical Committee, approximately four hours each, plus associated travel time and mileage reimbursement.

Deliverables

PC to provide invoice and back up documentation (back up invoice, time card/record, mileage, and/or bookkeeping records) to fiscal sponsor Washington Coast Sustainable Salmon Foundation.

Please mail to:

Washington Coast Sustainable Salmon Foundation
PO Box 2392
Ocean Shores, WA 98569

or send via email to danajd@wcssp.org.



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 01.28.2014

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

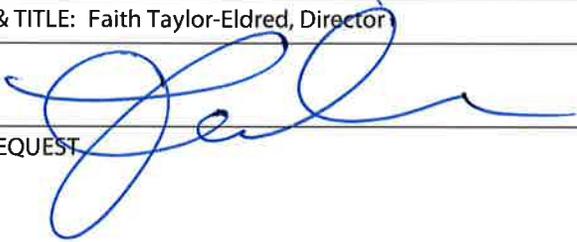
OTHER: Approved additional phone and network connection

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|---|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input checked="" type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input checked="" type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input checked="" type="checkbox"/> Other 367C |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): EH
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Jan 22 '14</u>
NARRATIVE OF REQUEST	
<p>FYI - The Department has offered the Environmental Health Specialist position to Brian Warhol and he has accepted the position. He will start February 3rd at Grade 13 Step 1.</p> <p>An additional phone and network connection will be needed for his office.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve the hire of Brian Warhol, Environmental Health SPecialist, Grade 13 Step 1, effective February 3, 2014, subject to adequate budget appropriations</p>	



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input checked="" type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 1-21-2014
NARRATIVE OF REQUEST	
<p>Requesting authorization to allow our south county Developmental Disabilities Employment Vendor, Coast Rehabilitation Inc, to dispose of the Group Supported Employment Van that the county signed over to them back in 2009. The MOU dated 4-10-2009 allowed transfer of title of the 1997 Chevy Astro Van (VIN: 1gndm19w3vb227768) from Pacific County to Coast Rehab as long as the van would be used for services covered under the Group Supported Employment Contract. The van has been in use for this purpose up until a month ago. Coast Rehab has requested authorization to scrap the van as it is at the end of it's useful life (doesn't run, not salvageable). I've attached the original MOU and BOCC memo request regarding the transfer from 2009. Please contact me with questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Authorize Coast rehabilitation to dispose of the Group Supported Employment 1997 Chevrolet Astro Van</p>	

PACIFIC COUNTY



PACIFIC COUNTY COURTHOUSE
National Historic Site

Public Health and Human Services Department

1216 W. Robert Bush Drive, P.O. Box 26, South Bend, WA 98586
605 So. Oregon Street, P.O. Box 624, Long Beach, WA 98631

E-mail Address: health@co.pacific.wa.us

Willapa Harbor Area
(360) 875-9343
FAX 875-9323

Peninsula Area
(360) 642-9349
FAX 642-2781

Naselle
(360) 484-7343

North Cove/Tokeland
(360) 267-8343

MEMORANDUM

TO: Board of County Commissioners

FROM: Katie Lindstrom, Human Services Program Manager

DATE: April 10, 2009

SUBJECT: Transfer of Van (License # 86698C)

I am requesting authorization to transfer our 1997 Chevy Astro Van to the south county Group Supported Employment (GSE) contractor, Coast Rehab Inc, with the agreement that the van will be transferred back to the county if and when Coast Rehab ceases to provide GSE services for the county. I have attached a copy of the agreement for your reference.

Please contact me with any questions. Thank you for your time and consideration!

PACIFIC COUNTY



PACIFIC COUNTY COURTHOUSE
National Historic Site

Public Health and Human Services Department

1216 W. Robert Bush Drive, P.O. Box 26, South Bend, WA 98586
605 So. Oregon Street, P.O. Box 624, Long Beach, WA 98631

E-mail Address: health@co.pacific.wa.us

Willapa Harbor Area
(360) 875-9343
FAX 875-9323

Peninsula Area
(360) 642-9349
FAX 642-2781

Naselle
(360) 484-7343

North Cove/Tokeland
(360) 267-8343

April 10, 2009

As part of the Group Supported Employment (GSE) contract currently in effect between Pacific County and Coast Rehabilitation Inc., the County agrees to transfer title and ownership of a 1997 Chevy Astro Van (Washington License Plate: 86698C, VIN: 1GNNDM19W3VB227768) to Coast Rehab. The transfer of the vehicle will only remain in effect during which time the contract is current and Coast Rehab is providing GSE services to Pacific County. Coast Rehab is required under the terms of it's contract to maintain any and all appropriate auto and liability insurance policies (as defined in the contract).

By signing below, Coast Rehab Inc, agrees, that upon termination of it's contract to provide GSE services for Pacific County, will return and transfer title and ownership of the van back to Pacific County.

**(original signed copy is on file in General Admin*)*

Pacific County

Coast Rehab Inc

Date

Date



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.

REQUESTED MEETING DATE:
1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: Increase from 0.5 FTE and 0.70 FTE for the month of January

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input checked="" type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom	PHONE / EXT: 2648
SIGNATURE: Katie O Lindstrom	DATE: 1-15-2014
NARRATIVE OF REQUEST	
<p>Requesting approval to temporarily increase Anna Miller's (Behavioral Health Program Assistant) FTE from a .50 to a .70 for the month of January 2014. This temporary increase is to accommodate increased workload due to the resignation of Monica Younger at the end of December and who's position we are currently recruiting for. The increased costs is more than covered from the Drug Free Communities program budget due the vacant status of the other position through the end of January. Please contact me at ex 2648 with any questions. Thank you!</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Authorize the increase of Anna Miller from 0.50 FTE to 0.70 FTE for the month of January, 2014, subject to adequate budget appropriations</p>	



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.**

**REQUESTED MEETING DATE:
 1/28/2014**

AGENDA REQUEST FORM

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

Agenda Item #: 18

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: As presented

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input checked="" type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Treasurer DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Pacific County Treasurer PHONE / EXT: Ext. 3420

SIGNATURE: Renee Woodin DATE: Dec. 26, 2013

NARRATIVE OF REQUEST
Request for the write-off of old property taxes.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve request for Tax Write-Offs of property taxes as submitted by the Treasurer



PACIFIC COUNTY COURTHOUSE
National Historic Site

COUNTY OF PACIFIC

Treasurer's Office

300 Memorial Drive, P.O. Box 98, South Bend, WA 98586

Willapa Harbor Area
(360) 875-9421
FAX 875-9402

Peninsula Area
(360) 642-9421
FAX 642-9402

Naselle
(360) 484-7421
FAX 484-7402

North Cove/Tokeland
(360) 267-8421
FAX 267-8402

TDD
(360) 875-9400

DATE: December 26, 2013
TO: Board of County Commissioners
FROM: Renee Goodin, Pacific County Treasurer
RE: Tax Write-Off Request

MEMORANDUM

Please accept this request for the write-off of property taxes as shown on the attached spreadsheet. The reasons are various as stated on the spreadsheet. As always due diligence has been performed to assure that the county is limited to their losses.

Thank you for your consideration.

**PACIFIC COUNTY
2014 WRITE OFFS**

Building on Leased Land-Personal Property		Delinquent Years	Reason	Amount Written Off
Parcel #	Owner Name			\$
81704050000	SANSOM, ROSEMARY & RAY JR	2001-2008	HOUSE IN MAJOR DISREPAIR. THERE IS NO SEPTIC	2,101.10
81721050000	BAY CENTER MARICULTURE CO.	2003	7/24/06 BN REDUCED TO \$0 FOR 2004-2007 TAXES. BOE HAD REDUCED VALUE TO \$0 2004-2006 3/28/06	308.85
			SUBTOTAL	\$ 2,409.95
Mobile Homes-Personal Property				
Parcel #	Owner Name	Delinquent Years	Reason	Amount Written Off
80061060000	GRANADOS, JESUS & MARIA G	2002-2006	THIS MH WAS TAKEN OFF THE ROLLS FOR '07 TAX BECAUSE THE ASSESSOR'S OFFICE COULDN'T LOCATE IT ON CYCLE. LAND OWNER BELIEVES IT WAS DISMANTLED AND REMOVED	\$ 158.00
80066060000	PRICE, CHARLES	2000-2013	MOBILE GONE	594.99
80098060000	ELLIS, FRANK	2002-2007	LISA IN THE ASSESSOR'S OFFICE SAYS THE MH IS NO LONGER THERE NOT SURE WHEN IT WAS LAST APPRAISED STMT RETURNED IN '08	116.00
80133060000	WARRENTON MARINE SERVICE	2002	MOBILE GONE	11.15
80372060000	TUTTLE, MARION	2002	MARION IS DEAD; ASSESSOR'S OFFICE STATES THAT THEY CAN'T LOCATE THIS MH AND THAT THE LAST TIME THE CARD WAS INITIALED WAS IN '85 BY TOM STEPHENS.	33.86
80309060000	MC CARLEY, TONYA L	2005-2013	MOBILE GONE; BAD ADDRESS	191.65
85057060000	DANIELL, ROBERT & SUSAN	2003-2013	MOBILE HOME IS GONE; OWES THRU '13 MH GONE FOR '14	135.13
85299060000	ERLBECK, PATRICIA	2009	4/28/2010 BN MOBILE HOME WAS DESTROYED 4/19/2010.	44.89
85661060000	CRIMI, MARTHA	2005-2006	MOBILE MOVED 4/26/2005	487.13

**PACIFIC COUNTY
2014 WRITE OFFS**

Parcel #	Owner Name	Delinquent Years	Reason	Amount Written Off
85682060000	MC GINNIS, DALE	2003-2006	ASSESSOR'S NOTE THAT THE PARK MODEL IS NO LONGER THERE PER CW ON '06 REVAL CYCLE. LOCATION IS UNKNOWN; CANCEL '06 ASSESSMENT FOR '07 TAX.	596.09
85814060000	NESBITT, JEFF	2004-2006	10/10/2007 DESTROYED PROPERTY 5/06. REMOVED FROM 2007 TAXROLL THIS MH WAS LOCATED ON 111103 019	585.50
			SUBTOTAL \$	2,954.39
Business-Personal Property				
80581010000	C & J LOGGING INC.	2008	NO LONGER IN BUSINESS	\$ 1,521.42
80590010000	CEDAR TAVERN	2005	NO LONGER IN BUSINESS	166.60
80753010000	HUCKLEBERRY HOUSE	2007	NO TAX SINCE 2007	27.72
80814010000	LONG BEACH KITES	2006-2010	NO TAX SINCE 2010	204.91
81219010000	VIDEO DEN	2005-2006	NO TAX SINCE 2006	1,968.45
81393020000	KAECH, WILLIAM	2004-2005	NO TAX SINCE 2005	25.96
84134010000	NORTH END AUTO PARTS INC.	2007-2009	NO TAX SINCE 2009	42.13
84135010000	OCEAN KITES	2006-2007	NO TAX SINCE 2007	193.57
84823010000	T N T	2005	NO TAX SINCE 2005	128.52
84856010000	WESTERN COASTAL MORTGAGE	2007-2009	BUSINESS CLOSED AS OF 12/31/2007	193.93
85143010000	BAY AVENUE GROCERY	2005	NO TAX SINCE 2005	27.11
85146010000	MIKLOS CONSTRUCTION	2007	NO TAX SINCE 2007	29.49
85311010000	DEVOTION TO MOTION KITES	2003	NO TAX SINCE 2003	30.32
85361010000	MAX'S BAR & GRILL	2005	NO TAX SINCE 2005	464.12
85519010000	J C PROCESSORS INC.	2009-2010	MOVED LOGGING EQUIPMENT TO ALASKA; THEN EQUIPMENT WAS REPO.; OWNER CAN'T PAY TAX	9,077.66
85550010000	ANYBODY'S FITNESS CENTER	2007-2010	NO TAX SINCE 2010	370.82
85597010000	CAPTAINS CUP, THE	2003	NO TAX SINCE 2003	165.93
85740010000	BIG D CUTTING INC.	2008	NO TAX SINCE 2008	181.40
85879010000	HAMPTON HOMES	2005-2006	NO TAX SINCE 2006	198.00
86022010000	SEYMOURS PIZZA POND	2007	NO TAX SINCE 2007	57.66
86134010000	SURFER SANS LLC	2009-2012	NO TAX SINCE 2012	601.26



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.

REQUESTED MEETING DATE:
 01/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 19

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

Review: Clerk of the Board
 Risk Management
 Legal

OTHER: Not to exceed \$1,500; please submit Inventory Acquisition Form to our office.

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW Andy	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other Kelli

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Auditor	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Pat Gardner, Auditor	PHONE / EXT: 360-875-9311
SIGNATURE: <i>Pat Gardner</i>	DATE: 01/08/2014
NARRATIVE OF REQUEST	
Requesting permission to purchase a replacement computer for recording the O&M fund has \$1,500 budgeted.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the purchase of a workstation for recording, in an amount not to exceed \$1,500, subject to adequate budget appropriations	



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 01/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 20

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

Review: Clerk of the Board
 Risk Management
 Legal

OTHER: Clerk Secretary; Step 1

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input checked="" type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Corrections
OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy	PHONE / EXT: x3395
SIGNATURE: <i>Denise Rowlett</i>	DATE: 01/22/2014

NARRATIVE OF REQUEST

Confirm the selection of Shanna Coty to fill the administrative assistant/PREA coordinator position beginning February 1, 2014. The position is a temporary, 1 FTE and will be compensated per the Teamsters non-commissioned contract clerk/secretary classification at step 1. This position is funded by the PREA grant.

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

Confirm the hire of Shanna Coty as Clerk/Secretary, Step 1, effective February 1, 2014 in conjunction with the Prisoner Rape Elimination Act

Name of Contractor: _____

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

Pacific County was awarded a grant in the amount of \$242,581 to bring the jail facility into compliance with national Prison Rape Elimination Act (PREA) requirements. The award title is "Zero Tolerance for Sexual Assault Project."

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

TOTAL SHIPPING/HANDLING: _____ EXPENDITURE FUND #: 001 _____,XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH: SART task force meetings

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS: \$133,538 (overall for PREA grant)



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
01/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 21

BOCC ACTION: APPROVED DENIED Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____ Risk Management

CONTINUED TO DATE: _____ TIME: _____ Legal

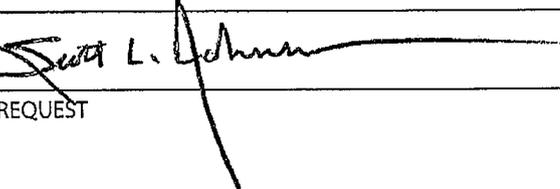
OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW Joe	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input checked="" type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Corrections
OFFICIAL NAME & TITLE: Scott Johnson, Sheriff	PHONE / EXT: x3395
SIGNATURE: 	DATE: 01/22/2014
NARRATIVE OF REQUEST	
Request approval to add two phone extensions to existing workspaces to accommodate the new administrative assistant/PREA coordinator and the corrections sergeant(s). The cost for each line is \$40 per month and is included in the PREA grant as a portion of the required county cash match. A supplement may be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve request for two phone extensions for PREA Coordinator and Corrections Sergeant, subject to adequate budget appropriations	



Board of Pacific County Commissioners
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 Phone 360/875.9337 / Fax 360/875.9335

**BOH/BOCC meet 2nd and
 4th Tuesday of each month,
 beginning at 9 a.m.**

REQUESTED MEETING DATE:
 01/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 22

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: Not to exceed \$3,500

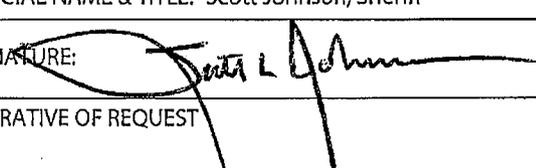
Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW Andy	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input checked="" type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Corrections
OFFICIAL NAME & TITLE: Scott Johnson, Sheriff	PHONE / EXT: x3395
SIGNATURE: 	DATE: 01/22/2014
NARRATIVE OF REQUEST Request approval to purchase two computer stations for \$3,500 to accommodate the new administrative assistant/PREA coordinator and other PREA support staff. This purchase is included in the budget for and is reimbursable through the PREA grant. A DPW computer services fee will be incurred for each station and is included in the PREA grant as a portion of the county cash match. A supplement may be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request for two computer workstations for PREA Coordinator and Corrections Sergeant, subject to adequate budget appropriations	



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
1/28/14

AGENDA REQUEST FORM

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

Agenda Item #: 23

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

Review: Clerk of the Board
 Risk Management
 Legal

OTHER: In the amount of \$1,200

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input checked="" type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input checked="" type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Vegetation Management</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE: <u>Jeff Nesbitt - Director</u>	PHONE / EXT: <u>360 942-7758</u>
SIGNATURE: 	DATE: <u>1/22/2014</u>
NARRATIVE OF REQUEST	
<p>The Department of Vegetation Management is requesting approval to purchase a surplus vehicle (Ford Crown Victoria) from ER&R. for \$1200.00. This purchase is within the constraints of Veg mgmt's operating budget.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve request to purchase Ford Crown Victoria from ER&R, subject to adequate budget appropriations</p>	



AGENDA REQUEST FORM

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

BOCC ACTION: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: <u>24</u>
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ <input type="checkbox"/> OTHER: _____		Initial: <u>mg</u> Date: <u>1/28/2014</u> Review: <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Management <input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input checked="" type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input checked="" type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
<input type="checkbox"/> PACCOM	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Prosecutor
<input type="checkbox"/> Superior Court	<input type="checkbox"/> Treasurer	<input type="checkbox"/> Vegetation Mgmt
<input type="checkbox"/> SDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> WSU Coop. Ext.
	<input checked="" type="checkbox"/> Other: <u>Paul/Kelli</u>	

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>General Administration</u>	DIVISION (if applicable): <u>n/a</u>
OFFICIAL NAME & TITLE: <u>Paul T. Plakinger, Management & Fiscal Analyst</u>	PHONE / EXT: <u>x2243</u>
SIGNATURE: <u>PTP</u>	DATE: <u>January 22, 2014</u>
NARRATIVE OF REQUEST I request that the Board approve the following fiscal year 2013 budget category appropriation transfers: Sheriff: Law Enforcement (001.801) • Budget appropriation to be transferred from Operating to Capital (dollar amount to be determined prior to the meeting) Sheriff: Corrections (001.802) • Budget appropriation to be transferred from Operating to Capital (dollar amount to be determined prior to the meeting) Please note that grand total budget appropriations will not change for either department as a result of this action (operating appropriations would be reduced by a specific dollar amount, while capital appropriations would be increased by that same amount).	
RECOMMENDED MOTION Adopt Resolution 2014- <u>003</u> authorizing fy2013 budget category appropriation transfer	



AGENDA REQUEST FORM

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

Agenda Item #: 25

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board
 Risk Management
 Legal

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|--|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input checked="" type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Kathy Spoor, CAO PHONE / EXT: _____

SIGNATURE: *Kathy Spoor* DATE: 1-13-14

NARRATIVE OF REQUEST

Attached for your consideration is a contract for services with Crisis Support Network to provide low income housing services and services to prevent homelessness. The recording fee funds included in this contract serve as match for the state community transition funding for Pacific County. The JPCHA have reviewed this request for funding and are recommending approval. Services included in this contract support the County's 10 Year Plan to Reduce Homelessness.

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

Move to approve Contract for Services between Pacific County, Washington and Crisis Support Network in amount of \$43,346 to provide low income supportive housing services and services to prevent homelessness.

Name of Contractor: Crisis Support Network

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Contract for Services between Pacific County, Washington and Crisis Support Network

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

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

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

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

Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real Property)
 Telecomm & Data Processing Other Services (Please Describe):

To be located at: _____ low income housing services

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

TOTAL COST/AMOUNT (include sales & use tax): \$43,346	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #: <u>127</u> .XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
CRISIS SUPPORT NETWORK

THIS CONTRACT is made between Pacific County – P.O. Box 6, South Bend, Washington, 98586 (the “COUNTY”), and Crisis Support Network – Tax ID- 91-1258998- P.O. Box 311, Raymond, Washington 98577 (the “RECIPIENT”).

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

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, Pacific County Ordinance 154 passed in 2003, established the Joint Pacific County Housing Authority; and

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

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

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2012 Fund No. 127 budget to support a variety of low and moderate income housing programs; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested the transfer of recording fees from Pacific County Fund No. 127 to the RECIPIENT to serve as local matching funds for the consolidated homeless grant; and

WHEREAS, transfer of recording fees from Pacific County Fund 127 to another agency requires entering into a contract for services; and

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

1. **FUNDING**

A total of Forty Three Thousand Three Hundred Forty Six Dollars (\$43,346), has been pledged within Pacific County Low Income Assistance Fund No. 127 to provide the RECIPIENT with local matching funds for the consolidated homeless grant provided through the Washington State Department of Commerce. These funds will assist the RECIPIENT with provision of services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are

to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount.

2. **USE OF FUNDS and SCOPE OF WORK**

The RECIPIENT shall use these COUNTY funds solely as match for the consolidated homeless grant to implement low and moderate income housing programs in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Program participants must meet all eligibility requirements as outlined in the Department of Commerce’s Guidelines for Consolidated Homeless Grant, August 2011 (See Attachment A). Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	PAYABLE	REPORTING REQUIREMENTS	Recording Fee Revenue Source
Consolidated Homeless Program Operations See Attachment A- <i>Guidelines for Consolidated Homeless Grant</i> –pg 12-13 for description of allowable activities	\$12,000	Actual Costs Reimbursed	Conduct annual homeless count and housing inventory, prepare and submit reports to Dept of Commerce by the end of each calendar year Conduct community outreach to increase awareness of the program Submission of Invoice for Payment (Attachment C) and Quarterly “ <i>Activities and Narrative Report</i> ” – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/14, 7/31/14, 11/30/14, 1/31/14)	Homeless
Rental Assistance See Attachment A- <i>Guidelines for Consolidated Homeless Grant</i> –pg 8 for description of	Total: \$15,673	Actual costs reimbursed	Submission of invoice for payment (Attachment C) and attached receipts	Homeless

allowable expenses				
Emergency Shelter and Homeless Prevention Assistance	Total: \$15,673	Actual costs reimbursed	Submission of invoice for payment (Attachment C) and attached receipts	Homeless
Funds can be used for up to 180 calendar days of combined shelter and prevention services. No more than 90 days can be used for emergency shelter				
Hotel/Motel Vouchers				
Rent or mortgage subsidies to prevent eviction First and/or last month's rent, security deposits, and screening fees				
Mediation program for landlord tenant disputes				
Utility payments for individuals or families who have received a termination of service notice.				
TOTAL	\$43,346			

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Forty Three Thousand Three Hundred Forty Six Dollars (\$43,346), to assist the RECIPIENT with the required local match for the consolidated homeless grant so as to implement the activities

identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Sections 1 and 2.

As a condition of payment the RECIPIENT shall demonstrate full compliance with all terms and conditions of the Washington State Department of Commerce Consolidated Homeless Grant Contract and the Department of Commerce's Guidelines for Consolidated Homeless Grant (Attachment A).

In the event the RECIPIENT fails or refuses to comply with any of the above mentioned requirements, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further County Low Income Housing Assistance Funds.

In the event the Consolidated Homeless grant funding is not awarded to the RECIPIENT, or the funding for this grant is reduced by the State Department of Commerce, the terms of this contract will be rendered null and void immediately. The RECIPIENT will be reimbursed for documented expenses related to activities listed in Table 1 up to, and including, the day notification is received from the Department of Commerce that the grant funding has been reduced or eliminated.

The RECIPIENT must have accounting procedures and controls in place to assure and certify that work to be performed and payment requested under this Contract does not duplicate any work to be charged against any other grant, subgrant, or other source.

Payment for allowable costs will be made within 30 days of receipt of all documentation listed in reporting requirements in Table 1 above.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

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

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

8. **EMPLOYMENT RELATIONSHIPS**

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

9. **INDEMNIFICATION/HOLD HARMLESS**

- A. Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, including cost of defense arising in whole or in part of, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities, and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, its officers, employees, agents, or subcontractors, or any other person for which the COUNTY is held liable, and (b) the RECIPIENT, its officers, employees, agents, subcontractors or any other person for which the RECIPIENT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

10. **INSURANCE**

- A. The RECIPIENT shall maintain and upon request of the COUNTY provide proof of;
- a. Occurrence based professional liability insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit per occurrence for the term of the CONTRACT.
 - b. Commercial General Liability insurance with limits no less than 1,000,000 per occurrence, \$2,000,000 general aggregate to cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and liability assumed under an insured contract. The COUNTY shall be named as an additional insured under the RECIPIENT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY.
- B. The RECIPIENT's insurance coverage shall be primary insurance as respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be excess of the RECIPIENT's insurance and shall not contribute with it. The parties agree that in the case that more than one of the parties is held jointly and/or severally liable for any losses, damages, claims, demands, suits, liabilities, and payments, including the cost of defense, that each party shall be responsible for its own declared percentage of liability, and that each liable party's percentage responsibility shall be primary to the COUNTY's liability.
- C. The RECIPIENT's maintenance of insurance as required by the CONTRACT shall not be construed to limit the liability of the RECIPIENT to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.
- D. Upon request the RECIPIENT shall furnish the COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements stated above before commencement of the work.
- E. The RECIPIENT shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc for any and all of its employees as might apply.

11. **ENTIRE CONTRACT**

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

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2014. It will continue in effect through the 31st day of December, 2014, unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

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

16. **SEVERABILITY**

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

17. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

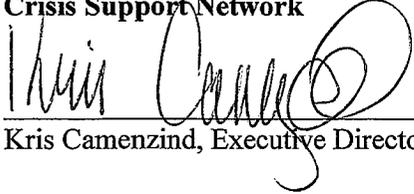
The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT: Kris Camenzind, Executive Director
Crisis Support Network
P.O. Box 311
Raymond, WA 98577

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT on the _____ day of January 2014.

RECIPIENT
Crisis Support Network



Kris Camenzind, Executive Director

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Ayers, Chair

Steve Rogers, Member

Frank Wolfe, Member

APPROVED AS TO FORM:

David Burke, Prosecuting Attorney

ATTEST:

Marie Guernsey, Clerk of the Board

Attachment B

Consolidated Homeless Program
Quarterly Activities and Narrative Report

Attachment C

Consolidated Homeless Program
Payment Voucher



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

1/28/2014

AGENDA REQUEST FORM

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

Agenda Item #: 26

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|---|---|-----------------------------------|---|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input checked="" type="checkbox"/> CF | <input checked="" type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input checked="" type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input checked="" type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 1/21/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Special Employment Agreement with Steve Stigar, Fair Maintenance Manager, subject to adequate budget appropriations	

Name of Contractor: Steve Stigar

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Special Employment Agreement / Fair Maintenance Manager

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise and/or Fill Position (attach New Employee Form)
 Other (please describe): _____

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

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:

SPECIAL EMPLOYMENT AGREEMENT

PACIFIC COUNTY FAIR MAINTENANCE MANAGER

THIS AGREEMENT, made and entered into by, and between the Pacific County Department of Public Works on behalf of the Board of Pacific County Commissioners ("COUNTY"), a Washington political subdivision and municipal corporation, and **Steve Stigar** ("MAINTENANCE MANAGER"), 46 Markley Street, Raymond, WA 98577 is subject to the terms and conditions set forth herein:

I. DUTIES AND RESPONSIBILITIES

Though more specifically described in the job description attached hereto and made a part hereof by this reference, the MAINTENANCE MANAGER is generally being employed for the upkeep and maintenance of the Pacific County Fair Grounds and Facilities.

The MAINTENANCE MANAGER realizes and accepts the fact that he is responsible to and under the direction of the Fair/Parks Manger and Director of the Department of Public Works. The MAINTENANCE MANAGER acknowledges and accepts responsibility for all elements of the MAINTENANCE MANAGER position description that is attached to this Employment Agreement as Exhibit A.

II. HOURS OF WORK

The parties understand and agree that this position is considered part time and exempt from both the provisions of the Federal Fair Labor Standards Act (FLSA) and collective bargaining. It often requires the incumbent to work before and beyond scheduled business hours, occasionally on weekends and holidays with extensive hours during the month of August.

It is further understood and agreed that the MAINTENANCE MANAGER will not accrue the annual (vacation) or medical (sick) leaves other COUNTY employees accrue pursuant to a labor agreement or personnel policy. A written record of hours worked will be maintained.

III. COMPENSATION

For the services rendered pursuant to this agreement the COUNTY will provide the MAINTENANCE MANAGER with a monthly salary of ONE THOUSAND THREE HUNDRED TWENTY ONE DOLLARS (\$1,321), effective January 1, 2014. Annual salary reviews will take place as part of the COUNTY's normal budget process. The MAINTENANCE MANAGER's salary will be paid to him at the same time and in the same manner as the COUNTY's non-represented employees are paid to them.

IV. FRINGE BENEFITS

The MAINTENANCE MANAGER is entitled to limited benefits. These benefits include regular contributions to Social Security (FICA/OASD), industrial insurance/medical aid and unemployment insurance.

Should the MAINTENANCE MANAGER become disabled or die attempting to fulfill this agreement, the COUNTY will pay his beneficiary or heirs the difference between the salary provided by this agreement and any death or disability payments provided by the State's workers compensation and/or the federal social security programs to the entire term of this agreement or any extension thereof. This benefit is not subject to diminution by the termination clause (Article VI) of this agreement.

V. OTHER CONDITIONS

The MAINTENANCE MANAGER is required to maintain a private vehicle in good working condition, for use while performing the necessary functions of employment. The MAINTENANCE MANAGER will be reimbursed in the same manner and to the same extent as the COUNTY's non-represented employees would be reimbursed for the use of their vehicles. The MAINTENANCE MANAGER shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this agreement and any extension(s), and shall provide proof of such to the COUNTY upon request.

The COUNTY will furnish the MAINTENANCE MANAGER with suitable work/office space at the Pacific County Fairgrounds and necessary supplies and equipment.

VI. TERM/TERMINATION

This agreement will become effective January 1, 2014, and will continue in full force and effect through December 31, 2014, both dates inclusive. In the event either party desires to terminate or modify the provisions of this agreement, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of one (1) month prior to the expiration date, or this agreement will be extended one (1) additional year. Nothing contained herein shall prevent the parties from amending this agreement by mutual written consent. This provision will not prevent, limit or otherwise interfere with the COUNTY'S right to terminate the MAINTENANCE MANAGER's services or the MAINTENANCE MANAGER's right to resign from employment with the COUNTY.

If the COUNTY desires to terminate the MAINTENANCE MANAGER and he is willing to continue to fulfill his duties, the COUNTY will furnish (a) written notice at least one (1) month prior to the date of official discharge, or (b) a lump sum payment equal to the MAINTENANCE MANAGER's next one (1) month's compensation (including fringe benefits), or (c) any combination of written notice and lump sum payment that when added together meets the one (1) month requirement.

If the MAINTENANCE MANAGER desires to voluntarily resign, he shall furnish written notice at least one (1) month prior to the date he intends to separate from employment.

If the MAINTENANCE MANAGER is found guilty of a felony, the COUNTY may, within its discretion, terminate this AGREEMENT without compensating payment to the MAINTENANCE MANAGER. The COUNTY or its agent must personally serve or send by certified mail, return receipt requested, written notice to the MAINTENANCE MANAGER, setting forth with specificity, the grounds for the termination at least thirty (30) days before the effective termination date. This notice provision does not limit the authority of the COUNTY to temporarily suspend the MAINTENANCE MANAGER or to relieve him from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the action(s). With the exception of termination as a result of having been found guilty of committing a felony, if the COUNTY notifies the MAINTENANCE MANAGER of an action to terminate him without compensation, to suspend him, or to relieve him from duty, with or without pay, he may ask for arbitration as set forth in Article XIII - DISPUTES, by filing a request in writing with the COUNTY within twenty (20) days of being personally served with written notice of the COUNTY's action, or within twenty (20) days of the COUNTY sending written notice by certified mail, return receipt requested.

VII. SAVINGS AND SEVERABILITY

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

VIII. NON-DELEGATION

The services to be furnished under the terms of this Agreement shall be performed by the MAINTENANCE MANAGER personally and shall not be delegated or subcontracted in whole or in part without the express consent of the COUNTY.

IX. LEGAL RELATIONS, INDEMNIFICATION and INSURANCE

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortious conduct of the MAINTENANCE MANAGER while performing or in good faith purporting to perform his official duties to the same extent as if he were a private person or corporation. Whenever an action or proceeding for damages is brought against the MAINTENANCE MANAGER, his beneficiary or heirs arising from acts or omissions while performing his official duties, he/they may request the COUNTY to authorize the defense of the action or proceeding at the expense of the COUNTY. If the COUNTY using an evaluation procedure created by resolution of the BOARD finds that the acts or omissions of the MAINTENANCE MANAGER were, or in good faith purported to be, within the scope of his official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment, including punitive damages, against the MAINTENANCE MANAGER, his beneficiary or heirs, shall be paid on approval of the COUNTY or by an approval procedure created by resolution of the COUNTY.

The COUNTY will maintain continuously for the term of the Agreement, at its own expense, general, automobile and professional liability insurance, or self-insurance, for the services and activities provided by the MAINTENANCE MANAGER.

X. SOLICITATION OF CONTRACT

The MAINTENANCE MANAGER warrants that he has not employed or retained any company or person to solicit or secure this AGREEMENT and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this AGREEMENT without further liability.

XI. OWNERSHIP OF DOCUMENTS

The MAINTENANCE MANAGER agrees that all systems, documents, reports, and compilations of whatsoever kind or nature developed during the performance of the work undertaken pursuant to this Agreement shall belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

XII. DISPUTES

The parties agree that disputes arising under this Employment Agreement shall be resolved by a panel consisting of one representative for the MAINTENANCE MANAGER, one representative from the COUNTY, and a mutually agreed upon third party. The panel shall decide the dispute by majority vote.



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
 Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 1/14/2014

AGENDA REQUEST FORM

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

Agenda Item #: 27

BOCC ACTION: APPROVED DENIED

Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input checked="" type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 1/7/2014
NARRATIVE OF REQUEST	
<p>Attached for your consideration is a resolution to adopt our amended/updated Public Records Policy. This policy has been reviewed by our Prosecutor, County Administrative Officer and sent to the other elected officials and department managers for their review. The RCWs, WACs and/or case law has been taken into consideration for this update. The policy also addresses the use of our new public records center.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2014- <u>004</u> amending the Public Records Policy and rescinding Resolution 2010-032	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

IN THE MATIER OF AMENDING THE
PACIFIC COUNTYPUBLIC RECORDS POLICY

WHEREAS, RCW 42.56, the Washington State Public Disclosure Act requires that public agencies publish rules in order to provide full public access to public records; and

WHEREAS, legislation was passed in 2005 which directed the State Attorney General to develop and adopt model rules on public records compliance that "will establish a culture of compliance among agencies and a culture of cooperation among requestors by standardizing best practices throughout the state," and

WHEREAS, Chapter 44-14 WAC Public Records Act-Model Rules has been formally adopted and as of July 1, 2006, the Act is known as the "Public Records Act" and has been codified in Chapter 42.56 RCW, and

WHEREAS, Pacific County Public Records Procedures Policy was adopted by Resolution No. 2010-032 on October 12, 2010; and

WHEREAS, there is a need for amendment to the policy to reflect updated procedures pertaining to receiving and processing Public Records Requests; and

WHEREAS, there is a need to update the Exemptions and Prohibition Statutes Not Listed under the Public Disclosure Act in Chapter 42.56 RCW.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Pacific County Commissioners that the "Pacific County Public Records Procedures Policy" is hereby amended and attached (Attachment A) to this resolution, and

THEREFORE, BE IT STILL FURTHER RESOLVED by the Board of Pacific County Commissioners that the "Exemption and Prohibition Statutes" is hereby adopted and attached as "Attachment D" to this resolution. This list will be augmented with the latest version provided by Municipal Research and Services Center of Washington, and

BE IT STILL FURTHER RESOLVED that Resolution No. 2010-032 is hereby rescinded, and the effective date of this resolution shall be the date of passage.

PASSED by the following vote this _____ day of _____, 2014 by the Board of Pacific County Commissioners, meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage.

_____ YEA; _____ NAY; _____ ABSTAIN _____ ABSENT

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Marie Guernsey
Clerk of the Board

Lisa Ayers, Chair

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

ATTACHMENT A
to Resolution No. 2013-_____
(rescinding Resolution 2010-032)

PACIFIC COUNTY
PUBLIC RECORDS POLICY

Section 1	Purpose
Section 2	Definitions
Section 3	Interpretation and Construction
Section 4	Public Records Available
Section 5	Exempt Records
Section 6	Responsibility and Authority
Section 7	Public Records Requests-How Made
Section 8	Inspection of Public Records
Section 9	Response to Public Records Requests
Section 10	Copying and Mailing Fees
Section 11	Protection of Public Records
Section 12	Records Scheduled for Destruction
Section 13	Searching Public Records - Back-up and Security Copies
Section 14	Review of Denied Public Records Requests
Section 15	Electronic Information
Section 16	Resolution/Policy Available to Public
Section 17	Disclaimer of Liability
Section 18	Revised Code of Washington 42.56

Section 1 Purpose

The purpose of the Public Records Act is to provide the public with full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of government. The Public Records Act provides a statutory framework by which to administer access to public records

The purpose of establishing this policy is to provide a method by which County staff will review and respond to requests for public records within the Public Records Act framework.

This policy does not apply to public records of the State of Washington, such as the records of the Administrative Office of the Courts (AOC), the Washington State Patrol (WSP), the Department of Licensing (DOL) and the Department of Corrections (DOC), that may be available to the County's employees by virtue of digital connectivity.

Section 2 Definitions and References

Definitions (RCW 42.56.010)

1) "Agency" includes all state agencies and all local agencies. "State agency" includes every state office, department, division, bureau, board, commission, or other state agency. "Local agency" includes every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district, or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency.

2) "Person in interest" means the person who is the subject of a record or any representative designated by that person, except that if that person is under a legal disability, "person in interest" means and includes the parent or duly appointed legal representative.

3) "Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

4) "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

Section 3 Interpretation and Construction

The provisions of this policy shall be construed to promote full access to the County's public records in order to assure continuing public confidence in government: provided, that when making public records available the County shall prevent invasions of privacy, shall protect public records from damage or disorganization, and shall prevent excessive interference with essential government functions. (RCW 42.56.100)

Section 4 Public Records Available

In accordance with RCW 42.56.080 public records shall be available for inspection and copying, and the County shall, upon request for identifiable public records, make them promptly available to any person including, if applicable, on a partial or installment basis as records that are part of a larger set of requested records are assembled or made ready for inspection or disclosure. The County shall not deny a request for identifiable public records solely on the basis that the request is overbroad. The County shall not distinguish among persons requesting records, and such persons shall not be required to provide information as to the purpose for the request except to establish whether inspection and copying would violate RCW 42.56.070(9) [or to determine whether another statute] exempts or prohibits disclosure of specific information or records. The County facilities shall be made available to any person for the copying of public records except when and to the extent that this would unreasonably disrupt the operations of the County. The County shall honor requests received by mail for identifiable public records unless exempted by Chapter RCW 42.56 or another law.

Section 5 Exempt Records

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any other statute exempts or prohibits disclosure. Requestors should take note that there are many exemptions outside of the Public Records Act that may restrict the availability for inspection or release of some documents. Many such exemptions are listed in Attachment D of this policy. This list is for informational purposes only and failure to list an exemption shall not affect the efficacy of any exemption. This list shall be augmented with the latest version provided by Municipal Research and Services Center of Washington.

The County is prohibited by statute from disclosing lists of individuals for commercial purposes. (RCW 42.56.070(9)).

Section 6 Responsibility and Authority

Public Records Officers

- A. Public Records Officers shall serve as the point of contact for members of the public who request disclosure of public records. Each Public Records Officer shall be responsible for implementation of and compliance with this policy and the Public Records Act. Public Records Officers will provide assistance to requestors, reasonably ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with essential function of Pacific County. Public Records Officers may delegate the responsibilities of processing requests to other staff.
- B. The Clerk of the Board of County Commissioners is the Public Records Officer for the Board of County Commissioners, Department of Public Works, Department of Community Development, Department of Public Health and Human Services, Department of General Administration, Pacific County Fair, WSU Cooperative Extension, and Vegetation Management. This also includes all boards and commissions appointed by and reporting to the Board of County Commissioners and all funds administered by the Board of County Commissioners.
- C. Unless otherwise designated by an elected official, each elected official is the Public Records Officer for the offices of the Sheriff, Assessor, Auditor, Treasurer, Prosecutor, and the Clerk of Superior Court
- D. The Public Records Officer for the superior court judges shall be the superior court administrator.
- E. The Public Records Officer for the district court judges shall be the district court administrator.

County Staff

County staff will provide assistance to requestors, reasonably ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with essential function of Pacific County. County staff will be responsible for conducting a reasonable search in order to timely and completely fulfill each request.

Requestors

While requestors are not required to specifically name the Public Records Act, they must give reasonable notice that the request is being made pursuant to the Act. Requestors must request identifiable records or classes of records that the County can reasonably locate. Even though a requestor is not required to specifically state the exact records sought, using inexact phrases such as "related to" a topic (such as "all records relating to the property tax increase") will require the requestor to delineate what records fairly and directly address the topic. Vague requests will require clarification, and will delay in fulfilling such requests.

Section 7 - Public Records Requests - How Made

- A. Public records may be inspected and/or copies may be obtained under the following procedures:
- 1) A request for public records shall be directed to the Public Records Officer for the office or department having custody or control of the requested records. If the location of records is unknown, then the request may be made to the Public Records Officer for the Board of Pacific County Commissioners.
 - 2) Requests for public records can be initiated in person, by mail, e-mail, fax, over the phone, or hand delivered to the respective Public Records Officer for which the request is being made (See Section 6). Requestors are encouraged to use Pacific County's Public Records Center at <http://www.co.pacific.wa.us/Public-Records/index.htm>. Requests may be submitted on the Records Request Form (Attachment C) included in this policy.
 - a. If a public records request is made verbally, county staff will complete the Records Request Form (Attachment C) to memorialize the request.
- B. A request for public records should include the following:
- 1) The requestor's name, mailing address, and telephone number;
 - 2) The date of the request;
 - 3) A clear indication that the document is a "Public Records Request;"
 - 4) Whether the request is to inspect the public records or for copies of public records if known, or both;
 - 5) A clear description of the public records requested for inspection and/or copying and the office or department having custody of the public records if known; and
 - 6) If the request is for a list of individuals, the requestor shall declare, under penalty of perjury pursuant to the laws of the State of Washington (RCW 42.56.070(9)), that the list will not be used for commercial purposes. The requestor is also required to acknowledge that they are solely responsible for any consequences or damages arising from any commercial use of the list of individuals they are requesting.
- C. If an elected official or department maintains indexed records specifically for public inspection and copying, the Public Records Officer may permit inspection and copying in response to an oral request. However, the Public Records Officer may require a written request if the request is for, or the response may include, any of the following:
- 1) A list of individuals;
 - 2) Categorical requests not identifying a specific public record;
 - 3) Subjects of current, threatened or potential litigation;
 - 4) More than 50 pages of documents;
 - 5) Reproduction of oversized documents such as maps, surveys, large format photographs or color reproduction; or
 - 6) Public records or information exempt from disclosure.

- D. The County shall develop and maintain forms to facilitate public record requests.
(Attachment C)
- E. Requests for inspection or copying of public records maintained by an agency of the State of Washington or another government agency must be made to such agency and will be subject to that agency's rules and regulations, including required forms and fees.

Section 8 Inspection of Public Records

Public records shall be inspected at the offices of the elected official or department having custody or control of the records. Public records shall be available for inspection during customary office hours (RCW 42.56.100).

Public Records Officers may request that the person seeking to inspect public records schedule an appointment for inspection.

Section 9 Response to Public Records Requests

- A. Public Records Officers shall, to the extent practical, assist requestors in identifying the public records sought.
- B. Within five business days (day one is the first working day after the request is received) of receiving a public record request the Public Records Officer must respond by either (1) providing the record; (2) providing an internet address and link on the County's web site to the specific records requested, except that if the requestor notifies the County that he or she cannot access the records through the internet, then the County must provide copies of the record or allow the requestor to view copies using an County computer; (3) acknowledge that the County has received the request and provide a reasonable estimate of the time the County will require to respond to the request; or (4) deny the public record request.
(RCW 42.56.520)
- C. In order to provide a reasonable estimate of time to fulfill the request, requests will be categorized as indicated in Attachment B to this policy. The response letter shall include language that states "We anticipate it may take up to _____ business days to fulfill this request".
- D. In acknowledging receipt of a public records request that is unclear, the County may ask the requestor to clarify the information they are seeking. If the requestor fails to clarify the request within thirty (30) days, the County is not obligated to respond to it and may close the file.
- E. If the Public Records Officer does not respond in writing within five working days after receipt of a request for public records, the requestor shall be entitled to request review by either the Public Record Officer's elected official or department head or by the Prosecuting Attorney.
- F. If the Public Records Officer provides an estimate of the time required to respond to the request and the requestor believes the amount of time stated is not reasonable, then the requestor may request that the Public Record Officer's elected official or department head or the Prosecuting Attorney review the estimate of time.

- G. If requested records contain information that affect the rights of others, would clearly not be in the public interest and would substantially and irreparably damage any person, (including current or past Pacific County employees) and/or may be exempt from disclosure, Public Records Officers or designee may, prior to providing the records, give notice to those persons (RCW 42.56.540) and allow time for action by the affected parties (RCW 42.56.520). If a Superior Court order preventing disclosure is sought, the records request shall be placed on hold until the Superior Court decides the matter.
- H. When a request for public records is received that concerns a subject known to involve litigation that is pending, threatened or anticipated, the Public Records Officer shall promptly notify the County Prosecuting Attorney of the request.

Section 10 Copying and Delivery Fees

A. Disallowed Charges

- 1) No fee will be charged for the inspection of a public record.
- 2) No fee will be charged for locating public records in response to a request and making the records available for inspection or copying.
- 3) No fee will be charged for searching for public records, redacting portions of a record which are exempt from disclosure, or preparing an index of exempt documents.

B. Allowed Charges

- 1) A reasonable fee will be charged to reimburse the County for the costs of providing copies. The fee for copying may be waived for a single request that is less than a total of 50 pages on the basis that the expense of processing the payment exceeds the costs of providing the copies.
- 2) A reasonable fee shall be charged to reimburse the County for the cost of delivering copies of public records to a requestor, including the cost of packaging the copies for delivery and the actual cost of postage or delivery.
- 3) Any request for which the response will be more than 50 pages of documents, oversized documents, color photographs or reproductions, recordings and computer disks may be sent to a private copying service for copying, in which case the copying fee shall be the actual charge imposed for copying, applicable taxes and shipping costs and shall include staff time (including benefits) for travel and mileage at the current rate set by WA State Office of Financial Management.

The fee for searching records, research, and/or providing a copy of a public record may be set by statute, e.g. court papers (RCW 3.62.060) , duplication of electronic tapes of a court proceeding (RCW 3.62.060); traffic accident reports (RCW 46.52.085); and criminal history information (RCW 10.97.100).

Unless a fee is fixed by another federal, state or county ordinance/resolution, the following fee schedule is applicable:

8.5" x 14" page or less	\$0.15 per page
CD's w/ protective case	\$1.00 plus the actual cost of staff time necessary for loading records onto a CD (Staff time includes the hourly rate plus benefits)
Fax (8.5" x 11" only)	Actual cost
Postage	Actual cost
Boxes	Actual cost
Envelopes	Actual cost
Copying Service	Actual cost
Creation of Electronic records	Actual cost of staff time necessary for preparing documents for scanning, scanning and loading electronic records into an e-mail (Staff time includes hourly rate plus benefits)

- C. The Public Records Officer may require a deposit of up to 10% before copying requested public records. (RCW 42.56.120)
- D. If records are provided on an installment basis, the Public Records Officer may charge and collect all applicable copying fees (not limited to the ten percent deposit) for each installment. (RCW 42.17.300/42.56.120) The Public Records Officer may also require that copying and delivery fees be paid in full prior to the release of the final installment of records.
- E. If an installment of a records request is not claimed or reviewed, the County is not obligated to fulfill the balance of the request. (RCW 42.56.120) However, the County will provide thirty days from the date of mailing for the Requestor to claim or review the records. If the request is not claimed or reviewed within the given time frame, the County may close the file.

Section 11 Protection of Public Records

Each Public Records Officer shall, to the extent practical, insure that records requested are not misplaced or misfiled by members of the public during inspections and not removed from a County office/department. Original public records shall not be released to the public for any purpose.

Section 12 Requested Records-Scheduled for Destruction

If a public record request is made at a time when a record exists, but the record is scheduled for destruction in the near future, Public Records Officers shall direct that the record be retained until the request is resolved.

Section 13 Searching Public Records-Back-up and Security Copies

In order to prevent excessive interference with essential functions of the County, Public Records Officers shall not search backup or security systems for copies of public records when the originals of such records have been identified, located and are available for inspection and/or copying.

Section 14 Review of Denied Public Records Request

- A. **Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the Prosecuting Attorney for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.
- B. **Consideration of petition for review.** The Prosecuting Attorney will immediately consider the petition and either affirm or reverse the denial within two business days following the County's receipt of the petition, or within such other time as the County and the requestor mutually agree to.
- C. **Judicial review.** Any person may obtain court review of denials of public records requests pursuant to RCW 42.17.340/42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

Section 15 Electronic Information

- A. The County produces and maintains data in electronic records to maximize efficiency in fulfilling its basic public service functions. These electronic records relate to the operation and conduct of County government.
- B. Electronic records are public records subject to disclosure under the Public Records Act and this policy, unless exempt from disclosure under state or federal law or the request is for proprietary data which the County has obtained under a licensing agreement that does not permit disclosure to third parties.
- C. At the option of the Public Records Officer, electronic records may be printed and provided in paper format. If the electronic record is large and/or not capable of being printed in an understandable format, then the electronic record may be provided in the digital format in which the record is maintained by the County. The County is not obligated to convert an electronic record to a digital format that is different than the format maintained by the County.
- D. Fees for providing electronic records in electronic form shall be based on the actual cost of the media used to provide the records and staff time (plus benefits) to prepare the information onto the media.
- E. The County has no obligation to create custom electronic products by acquiring data, running custom queries, programming software, testing models, reformatting data, or configuring a product in order to respond to a specific request.

Section 16 Policy Available to Public

A copy of this policy shall be made available to the public, without cost, at each County office and/or department. Electronic copies shall be made available to the public on the County's website.

Section 17 Disclaimer of Liability

Neither the County nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing acted in good faith in attempting to comply with this policy. (RCW 42.56.060)

This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as "shall," nothing in this policy is intended to impose mandatory duties on the County beyond those imposed by state and federal law.

Section 18 Revised Code of Washington 42.56

Chapter 42.56 of the Revised Code of Washington can be found on the Washington State Legislature's web page at <http://apps.leg.wa.gov/RCW/default.aspx?cite=42.56>

PUBLIC RECORDS REQUEST CATEGORICAL SHEET

CATEGORY APPROXIMATE RESPONSE TIME

Category 1 Up to 30 business days

- Routine or readily filled requests for easily identified and immediately accessible records

Category 2 Up to 90 business days/or more if needed

Routine requests that involve:

- Large number of records
- Records not easily identified, located and accessible
- Number of departments/offices involved

Category 3 Up to 120 business days/or more if needed

Requests that are complex and may be especially broad or vague that involve:

- Large number of records
- Records not easily identified, located and accessible
- Research by county staff
- Number of departments/offices involved
- Review by Public Records Officer/Alternate whether any of the records are exempt

Category 4 Up to 180 business days/or more if needed

Requests that are complex and may be especially broad or vague which involve:

- Large number of records
- Records not easily identified, located and accessible
- Research by county staff
- Number of departments/offices involved
- Third party notification
- Review by public records officer/alternate whether any of the records are exempt
- Need for legal review

PLEASE NOTE: This category schedule is provided as a guideline for staff estimation of response times. Response times may fall outside of these categorical timelines depending upon search conditions, as well as the number of and complexity of other requests.



PACIFIC COUNTY

ATTACHMENT C

1216 W. Robert Bush Drive/P O Box 187 South Bend, WA 98586
(360) 875-9337 / (360) 642-9337 / (360) 484-7337 / (360) 267-8337
TDD: (360) 875-9400 / FAX: (360) 875-9335

REQUEST # _____

PUBLIC RECORDS REQUEST FORM

Requestor: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail: _____

Do you wish to: Inspect the records Receive copies; willing to pay up to the amount indicated: \$ _____

RECORDS REQUESTED: Please describe the **SPECIFIC** records you are requesting and any additional information that will help us locate said records (dates, names, etc.) RCW 42.56.520 requires that response/action on a request for public records must be taken within five (5) business days. (Please attach and sign pages if additional space is needed)

Parcel #: _____ Legal Description : _____

Property Owner(s): _____

I understand that Washington State Law (RCW 42.56.070(9)) prohibits the use of lists of individuals for commercial purposes. If applicable to this request, I hereby declare, under penalty of perjury pursuant to the laws of the State of Washington, that I will not use the list of individuals obtained from this request for commercial purposes. If applicable, I also acknowledge that I am solely responsible for any consequences or damages arising from my commercial use of the list of individuals I am obtaining.

Signature: _____ Date: _____ Place of Signing: _____

FOR OFFICIAL USE ONLY

Date Received: _____ Response Required by: _____

Request forwarded to: _____ Date forwarded: _____

Action Taken

- Pacific County Public Records Request Policy provided, date: _____
- Approved; request fulfilled. Notified Requestor records are available and where. If copies requested and payment or deposit on payment has been made; date copies mailed/delivered: _____
- Request to be denied; IMMEDIATELY forward to Prosecuting Attorney for review.
- Record partially withheld. Notified Requestor with reason for partial withholding listing exemption(s) cited. Copy of letter attached.
- Evaluation necessary. Estimate _____ days needed for final response. Notified Requestor. Copy of letter attached.
- Clarification needed from Requestor. Contacted for clarification & notified of revised estimate of when records will be available. Copy of letter attached.
- DENIAL APPROVED: Department to notify Requestor by mail of reasons for denial.

ACTION RECOMMENDED BY PROSECUTING ATTORNEY

Comment: _____

Signature: _____ Date: _____

Exemption and Prohibition Statutes

Not Listed in Chapter 42.56 RCW

As provided by Municipal Research and Services Center of Washington

RCW 42.56.070(2):

For informational purposes, each agency shall publish and maintain a current list containing every law, other than those listed in this chapter, that the agency believes exempts or prohibits disclosure of specific information or records of the agency. An agency's failure to list an exemption shall not affect the efficacy of any exemption.

Washington State Statutes

<u>Citation</u>	<u>Records</u>
RCW 2.64.111	Documents regarding discipline/retirement of judges
RCW 2.64.113	Confidentiality - violations
RCW 4.24.550	Information on sex offenders
RCW 5.60.060	Privileged communications
RCW 5.60.070	Court-ordered mediation records
RCW 7.68.140	Victims' compensation claims
RCW 7.69A.030(4)	Child victims and witnesses – protection of identity
RCW 7.69A.050	Rights of child victims and witnesses – addresses
RCW 7.75.050	Records of Dispute Resolution Centers
RCW 9.02.100	Reproductive privacy
RCW 9A.82.170	Financial institution records – wrongful disclosure
RCW 9.51.050	Disclosing transaction of grand jury
RCW 9.51.060	Disclosure of grand jury deposition
RCW 9.73.090(1)(c)	Prohibition regarding specified emergency response personnel
RCW 10.27.090	Grand jury testimony/evidence
RCW 10.27.160	Grand jury reports – release to public only by judicial order
RCW 10.29.030	Organized crime special inquiry judge
RCW 10.29.090	Records of special inquiry judge proceedings
RCW 10.52.100	Records identifying child victim of sexual assault
RCW 10.77.210	Records of persons committed for criminal insanity
RCW 10.97.040	Criminal history information released must include disposition
RCW 10.97.050	Conviction and criminal history information
RCW 10.97.060	Deletion of certain criminal history record information, conditions
RCW 10.97.070	Disclosure of identity of suspect to victim
RCW 10.97.080	Inspection of criminal record by subject
RCW 13.32A.090	Crisis residential centers notice to parent about child
RCW 13.34.115	Court dependency proceedings
RCW 13.40.217	Juveniles adjudicated of sex offenses – release of information
RCW 13.50.010	Maintenance of and access to juvenile records
RCW 13.50.050	Juvenile offenders
RCW 13.50.100	Juvenile/children records not relating to offenses
RCW 13.60.020	Missing children information
RCW 13.70.090	Citizen juvenile review board – confidentiality
RCW 18.04.405	Confidentiality of information gained by CPA
RCW 18.19.060	Notification to clients by counselors
RCW 18.19.180	Confidential communications with counselors
RCW 19.215.020	Destruction of personal health and financial information
RCW 19.34.240(3)	Private digital signature keys
RCW 19.215.030	Compliance with federal rules
RCW 26.04.175	Name and address of domestic violence victim in marriage records
RCW 26.12.170	Reports of child abuse/neglect with courts

Washington State Statutes

Citation

RCW 26.23.050
 RCW 26.23.120
 RCW 26.26.041
 RCW 26.26.450
 RCW 26.33.330
 RCW 26.33.340
 RCW 26.33.343
 RCW 26.33.345
 RCW 26.33.380
 RCW 26.44.010
 RCW 26.44.020(19)
 RCW 26.44.030
 RCW 26.44.125
 RCW 27.53.070
 RCW 29A.08.720
 RCW 29A.08.710

Records

Child support orders
 Child support records
 Uniform Parentage Act – protection of participants
 Confidentiality of genetic testing
 Sealed court adoption records
 Agency adoption records
 Access to adoption records by confidential intermediary
 Release of name of court for adoption or relinquishment
 Adoption – identity of birth parents confidential
 Privacy of reports on child abuse and neglect
 Unfounded allegations of child abuse or neglect
 Reports of child abuse/neglect
 Right to review and amend abuse finding – confidentiality
 Records identifying the location of archaeological sites
 Voter registration records – place of registration confidential
 Voter registration records – certain information exempt

Chapter 40.14 RCW Preservation and destruction of public records

RCW 42.23.070(4) Municipal officer disclosure of confidential information prohibited
 RCW 42.41.030(7) Identity of local government whistleblower
 RCW 42.41.045 Non-disclosure of protected information (whistleblower)
 RCW 46.52.080 Traffic accident reports – confidentiality
 RCW 46.52.083 Traffic accident reports – available to interested parties
 RCW 46.52.120 Traffic crimes and infractions – confidential use by police and courts
 RCW 46.52.130(2) Abstract of driving record
 RCW 48.62.101 Local government insurance transactions – access to information
 RCW 50.13.060 Access to employment security records by local government agencies
 RCW 50.13.100 Disclosure of non-identifiable information or with consent
 RCW 51.28.070 Worker's compensation records
 RCW 51.36.060 Physician information on injured workers
 RCW 60.70.040 No duty to disclose record of common law lien
 RCW 68.50.105 Autopsy reports
 RCW 68.50.320 Dental identification records – available to law enforcement agencies

Chapter 70.02 RCW Medical records – access and disclosure – entire chapter (HC providers)

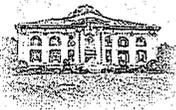
RCW 70.05.170 Child mortality reviews by local health departments
 RCW 70.24.022 Public health agency information regarding sexually transmitted disease investigations - confidential
 RCW 70.24.024 Transcripts and records of hearings regarding sexually transmitted diseases
 RCW 70.24.105 HIV/STD records
 RCW 70.28.020 Local health department TB records – confidential
 RCW 70.48.100 Jail records and booking photos
 RCW 70.58.055 Birth certificates – certain information confidential
 RCW 70.58.104 Vital records, research confidentiality safeguards
 RCW 70.94.205 Washington Clean Air Act – confidentiality of data.
 RCW 70.96A.150 Alcohol and drug abuse treatment programs
 RCW 70.123.075 Client records of domestic violence programs
 RCW 70.125.065 Records of rape crisis centers in discovery
 RCW 71.05.390 Information about mental health consumers

Washington State Statutes

<u>Citation</u>	<u>Records</u>
RCW 71.05.395 Ch. 70.02	RCW applies to mental health records
RCW 71.05.400	Information to next of kin or representative
RCW 71.05.425	Notice of release or transfer of committed person after offense dismissal
RCW 71.05.427	Information that can be released
RCW 71.05.430	Statistical data
RCW 71.05.440	Penalties for unauthorized release of information
RCW 71.05.445	Release of mental health information to Dept. of Corrections
RCW 71.05.620	Authorization requirements and access to court records
RCW 71.05.630	Release of mental health treatment records
RCW 71.05.640	Access to treatment records
RCW 71.05.650	Accounting of disclosures
RCW 71.24.035(5)(g)	Mental health information system – state, county and regional support networks – confidentiality of client records
RCW 71.34.200	Mental health treatment of minors – records confidential
RCW 71.34.210	Court records for minors related to mental health treatment
RCW 71.34.225	Release of mental health services information
RCW 71A.14.070	Records regarding developmental disability – confidentiality
RCW 72.09.345	Notice to public about sex offenders
RCW 72.09.585(3)	Disclosure of inmate records to local agencies – confidentiality
RCW 73.04.030	Veterans discharge papers exemption (see related RCW 42.56.440)
RCW 74.04.060	Applicants and recipients of public assistance
RCW 74.04.520	Food stamp program confidentiality
RCW 74.09.900	Medical assistance
RCW 74.13.121	Financial information of adoptive parents
RCW 74.13.280	Children in out-of-home placements - confidentiality
RCW 74.20.280	Child support enforcement – local agency cooperation, information
RCW 74.34.095	Abuse of vulnerable adults - confidentiality of investigations and reports
RCW 82.32.330	Disclosure of tax information
RCW 84.36.389	Confidential income data in property tax records held by assessor
RCW 84.40.020	Confidential income data supplied to assessor regarding real property

Selected Federal Confidentiality Statutes and Rules

18 USC § 2721 - 2725	Driver and License Plate Information
20 USC § 1232g	Family Education Rights and Privacy Act
23 USC § 409	Evidence of certain accident reports
42 USC 290dd-2	Confidentiality of Substance Abuse Records
42 USC § 405(c)(2)(C)(viii)(I)	Limits on Use and Disclosure of Social Security Numbers.
42 USC 654(26)	State Plans for Child Support
42 USC 671(a)(8)	State Plans for Foster Care and Adoption Assistance
42 USC 1396a(7)	State Plans for Medical Assistance
7 CFR 272.1(c)	Food Stamp Applicants and Recipients
34 CFR 361.38	State Vocational Rehabilitation Services Programs
42 CFR Part 2 (2.1 - 2.67)	Confidentiality of Alcohol and Drug Abuse Patient Records
42 CFR 431.300 - 307	Safeguarding Information on Applicants and Recipients of Medical Assistance
42 CFR 483.420	Client Protections for Intermediate Care Facilities for the Mentally Retarded
42 CFR 5106a(b)(2)(A)	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
45 CFR 160-164	HIPAA Privacy Rule
46 CFR 40.321	USCG regulations regarding confidentiality of drug and alcohol test results done by marine employers



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
1/28/14

AGENDA REQUEST FORM

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

Agenda Item #: 28

BOCC ACTION: APPROVED DENIED Initial: mg Date: 1/28/2014

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____ Risk Management

CONTINUED TO DATE: _____ TIME: _____ Legal

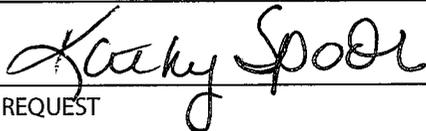
OTHER: Subject to required insurance language be added to the contract

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input checked="" type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Vegetation Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Coop. Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Housing
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: 	DATE: 1-21-14
NARRATIVE OF REQUEST	
<p>Attached for your consideration is a contract for services with the Peninsula Poverty Response Team to provide outreach, planning and coordination for low income housing and services to prevent homelessness. The total contract is \$20,000 and was included in the 2014 budget request. This group is very active, particularly in south Pacific County. They were also responsible for the majority of the rewriting of the County 10 year plan to end homelessness which will be coming for your review and approval in the next few weeks. The activities included in this contract directly support implementation of the 10 year plan. I am really looking forward to working with them more closely.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to approve Contract for Services between Pacific County and the Peninsula Poverty Response Team in the amount of \$20,000 to provide services that support implementation of the County's 10 year plan to end homelessness.</p>	

Name of Contractor: Peninsula Poverty Response Team

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): Contract for Services between Pacific County, Washington and the Peninsula Poverty Response Team

Contract/Agreement/Grant/Amendment #:

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

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

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

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

Public Works Project (RCW 39.04): [] Limited PW Process (<\$35,000) [] Limited PW Process (<\$40,000) [] Small PW Process (<\$300,000) [] PW Project (>\$300,000) Equipment, Materials, & Supplies (RCW 36.32): [] < \$5,000 (attach 3 bids) [] \$5,000-\$25,000 (use small works roster) [] >\$25,000 (competitive bids) Services / Leases: [] Architectural & Engineering [] Personal Services [] Lease (Personal Property i.e. copier, printer) [] Lease (Real Property) [] Telecomm & Data Processing [X] Other Services (Please Describe):

To be located at: Low income housing and ending homeless

Exceptions to Bidding (Please provide appropriate documentation):

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

[] PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

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

[] RFP [] RFQ [] Franchise [] Annexation [] Ordinance [] Resolution [] Appeal [] Inventory Acquisition/Disposal [] Tort Claim [] Call for Bids [] Open Space/Timber Classification [] Post, Advertise and/or Fill Position (attach New Employee Form) [] Other (please describe):

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

TOTAL COST/AMOUNT (include sales & use tax): \$20,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 127 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? [X] Yes [] No

Will supplemental be required? [] Yes [X] No

IN-KIND MATCH REQUIRED? [] Yes [X] No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? [] Yes [X] No

AMOUNT OF MATCHING FUNDS:

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PENINSULA POVERTY RESPONSE TEAM

THIS CONTRACT is made between Pacific County (the "COUNTY"), and the Peninsula Poverty Response Team, (the "RECIPIENT").

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

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

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

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

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County's 2014 Fund No. 127 budget to support a variety of low and moderate income housing programs and programs to reduce and/or prevent homelessness; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 127 to the Peninsula Poverty Response Team requires entering into a contract for services; and

WHEREAS, the Peninsula Poverty Response Team is a registered non-profit organization in the State of Washington,

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

1. **FUNDING**

Twenty Thousand Dollars (\$20,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with low and moderate income housing program services, and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount. Monthly billings will be submitted using the Monthly Billing Form (Attachment A) with back up documentation for expenses, and any required reporting.

2. **USE OF FUNDS, SCOPE OF WORK and REPORTING**

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

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source	Reporting Requirements
Project Homeless Connects (10 Year Plan-Strategy 1)	\$4,000	Homelessness	Narrative Report including number of attendees and # and type of supplies distributed
Matching Funds and support for VISTA Volunteer (10 Year Plan-Strategies (7 & 8)	\$8,075	Homelessness	Quarterly reports of planning and coordination efforts
Strengthen Community Coalitions (10 Year Plan- Strategy 7)	\$3,500	Homelessness	Quarterly reports of coalition strengthening activities and coordination efforts
Develop Coordinated case management for people accessing services, and single point entry (10 Year Plan-Strategy 1)	\$4,425	Homelessness	Quarterly reports of progress in establishing coordinated case management and single point entry system
TOTAL	\$20,000		

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Twenty Thousand Dollars (\$20,000) to assist the RECIPIENT to implement the activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1.

4. **EVALUATION AND MONITORING**

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

- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

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

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No

officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INDUSTRIAL INSURANCE COVERAGE**

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

10. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

11. **ENTIRE CONTRACT**

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

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2014. It will continue in effect through the 31st day of December 2014 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

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

16. **SEVERABILITY**

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

17. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. ADMINISTRATION

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT: Chairperson
Peninsula Poverty Response Team
29306 O Street
Ocean Park, WA 98640

Treasurer
Peninsula Poverty Response Team
29306 O Street
Ocean Park, WA 98640

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
Peninsula Poverty Response Team

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

adw 1/20/14
Chairperson Date

Lisa Ayers, Chair

Peninsula Poverty Response Team

Steve Rogers 1/20/2014
Treasurer Date

Steve Rogers, Member

Frank Wolfe, Member

APPROVED AS TO FORM:
DR. DAVID J. BURKE
Pacific County Prosecuting Attorney

ATTEST:

By: _____
Date

Marie Guernsey
Deputy Clerk of the Board Date

Peninsula Poverty Response Team
 29306 O Street
 Ocean Park, WA 98640

Invoice Date
 Services Provided through

Pacific County General Administration
 PO Box 6
 South Bend WA 98586
 360-875-9334

Contract for Services for Implementation of the 10 Year Plan to End Homelessness
 2014 Budget - \$20,000

Line Item	Approved Budget	Previously Reported	Current Request Amount*	Total Requested	Remaining Balance
Project Homeless Connects	4,000.00			-	4,000.00
VISTA Volunteer	8,075.00			-	8,075.00
Strengthen Community Coalitions	3,500.00			-	3,500.00
Outreach and Access	4,425.00			-	4,425.00
Totals	20,000.00				20,000.00
Total this Request			\$ -		

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct to the best of my knowledge. *See attached documentation for services provided.

 Name and Title



Pacific County
DEPARTMENT OF COMMUNITY DEVELOPMENT

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

BOCC upheld recommendation submitted by the Planning Commission
1/28/2014

STAFF REPORT

DATE: January 23, 2014

TO: BOCC

FROM: Tim Crose, Assistant Director, Planning Director
Department of Community Development

RE: Appeal of a Planning Commission decision to deny a request to allow Short Term Vacation Rentals as a Special Use within an Agricultural Zoning District.

Request: Heather Hamilton requested an amendment to Section 7, of Ordinance 162, to allow Short Term Vacation Rentals as a Special Use within an Agricultural Zoning District. The request was made during the October 10th, 2013 Planning Commission hearing.

Location: The proposed amendment would affect all properties located within Agricultural Zoning Districts County wide.

Planning Commission: The Planning Commission voted to deny Heather Hamilton's Request based on the following reasons:

1. The proposal was inconsistent with the Comprehensive Plan. Agriculture Districts are established to promote economic viability of various agricultural lands of commercial long term significance by protecting those areas, by preserving open space areas, and by protecting environmental conditions conducive to a healthy agricultural economy. Areas zoned Agricultural include cranberry growing areas that are considered agricultural areas of long-term commercial significance. These areas are to be protected from development pressures and incompatible land uses. Changing the Zoning Ordinance to allow short-term vacation rentals would also require an amendment to the policies of the Comprehensive Plan.
2. Ordinance 162, specifically allows for short-term vacation rentals in other zoning districts as a Permitted or Special Use. Vacation Rentals were considered and adopted after lengthy public deliberation in former Zoning Ordinance 153.
3. Discussion held considering a rezone of the property to allow for a vacation rental. A rezone or concomitant (contractual) agreement that benefits a single parcel of land by creating a zone or use, just for that parcel and is different from the surrounding

properties in the area is considered “spot zoning”. Spot zoning is illegal and concomitant agreements were never specifically authorized in the planning statutes.

4. Protection of sensitive cranberry growing operations was also considered. Concerns of bog contamination from litter by vacationers were also considered.

Public Comment: An e-mail was received from Kim Patten of the WSU Extension Office against amending the Zoning Ordinance to allow for Short-term Vacation Rentals in Agricultural Districts. Kim stated that areas zoned for agriculture have practices that could be considered offensive to short-term renters.

Please find draft minutes and correspondence attached with this report.



Pacific County
PLANNING COMMISSION
October 10th, 2013 Minutes
South Bend City Hall
South Bend, Washington

ATTENDANCE

Eric deMontigny, Chair
Ken Osborne, Vice Chair
Jim Sayce, Member
Mike Nichols, Member
Scott Turnbull, Member
Bill Kennedy, Member
Stan Smith, Member – *Excused Absence*
Faith Taylor-Eldred, DCD Director
Tim Crose, DCD Assistant Director
Tia Channell, Clerk

There were 6 members of the general public in attendance. (*Please refer to the recordings of the public workshop for more detailed discussion*).

Chairman Eric deMontigny called the meeting to order at 6:10 p.m. and introduced the Planning Commission (PC) members and staff.

The clerk administered the oath.

MINUTES (01'10")

Ken Osborne moved to approve the minutes of September 5th, 2013 as amended, Mike Nichols seconded, Motion carried by majority voice vote, 6 YAY, 0 NAY, 0 AMENDED.

CORRESPONDENCE (01'07")

- Scott Turnbull appointment letter

PUBLIC HEARING (01'06")

Vacation Rentals within Ag District

- Tim Crose opened the discussion with a description of the request made by Heather Hamilton to allow Vacation Rentals within the Agricultural District (Ord. No. 162, Section 7). Tim stated that all public notification requirements were met, and that one comment was received in regards to the request.
- The letter received regarding the matter was from Kim Patten of the WSU Extension office. Kim stated that the requested change would have a negative impact on the overall right to farm. Pacific county should not compromise the grower's right to farm. He stated that areas zoned for agricultural practices, could be considered offensive to short-term renters. Due to the applying of

pesticides, manure or frequent loud noise, he foresees a potential for litigation for farmers and Pacific County.

- Tim stated that currently, there is no language existing within the Ordinance that would allow vacation rentals within the Agricultural Zoning District.
- Heather Hamilton stated the property is located at 2604 Evergreen Park Rd. and the surrounding property is all cranberry bogs. The property was purchased last year and the plan was to use it as a vacation rental as their others are. They did not realize at the time that the use was not allowed in that zone.
- Eric stated that his recollection was that it was not allowed in that area to preserve the Agricultural use land.
- Bill Kennedy suggested placing a condition within a Conditional Use Permit to protect the farm lands etc., would save from litigation in the future.
- Heather stated she doesn't believe it's fair to not allow anyone the chance. To make a blanket statement not allowing it, isn't fair to the property owner.
- Eric asked Tim Crose if he had any specific conversations with any cranberry grower's about this subject.
- Tim stated that his consensus from speaking with the grower's was that it was a big concern. The main reason heard is related to garbage, litter, etc. getting in to the bogs by people looking around and contaminating the bogs.
- Jim stated that he thinks the comp. plan would need to be amended as well which is a steep battle.
- Heather stated that things can be done like fencing etc. to keep any issues away if necessary. She feels a month to month renter is more likely to keep the property less "together" than those with a weekend vacationer and regular scheduled cleanings. Also, vacation rentals have a season so less people there than a regular renter, and occupied way less.
- Bill stated that there are already laws on the books such as littering etc. and they have never stopped the general person from stopping in the roadway and littering etc.
- Eric agreed with Jim's concern. The comp. plan doesn't currently allow for a residential type use and a change would open up an area for litigation. If the County allowed a use in the zoning, but the comp plan states otherwise, then we are opening ourselves up to issues in the future.
- Scott Turnbull stated that he feels it would be an incompatible use and should go in front of the comp plan.
- Jim stated we'd have to allow short term stays throughout the whole Agricultural Zone to allow a vacation rental. But it's not just vacation rentals, its motels, hotels, bed and breakfasts'; anything 30 days or less. The comp plan doesn't allow for such things in that zone, only Ag. uses.
- Eric mentioned the Kittitas County item Tim passed out; people assumed because it was silent, they felt it should be allowed.
- Heather stated she was told by an attorney that if it was silent in the Ordinance, it could or should be allowed.
- Bill believes she has a point and thinks David should look at it.
- Tim stated that is similar to a case last year where we took in a rehab center similar in nature to a medical office and the County ended up in a lawsuit.
- Ken stated he is sympathetic with the applicant with purchasing the home with the plans of operating it as a vacation rental, but he still doesn't see it as fitting for the Ag. Zone and the Comp. Plan really has an effect on this situation.
- Heather requested holding off on a vote until an attorney could give more information.
- Jim stated if we approved this now, it would not be consistent with the Comprehensive Plan. The Comp. Plan would need to be amended.

Eric deMontigny called for a vote. Ken Osborne recommended no amendment to Section 7 of the Zoning Ordinance No. 162, allowing short term Vacation Rentals within the Agricultural District, Jim Sayce seconds.

Motion carried by majority voice vote; 5 YAY, 0 NAY, 1 ABSTAIN.

Off Premise Advertising Signs within Transitional Forest (31'15")

- Tim Crose opened the discussion with a description of the request made by Bob Clegg to allow off premise advertising signs within the Transitional Forest Zoning District (Ord. No. 162, Section 21R). Tim stated that all public notification requirements were met, and that no comments were received in regards to the request.
- Tim stated that Mr. Clegg owns a business in the City of Raymond but would like to place an advertisement sign on some property he purchased South of South Bend. Transitional Forest currently does not allow you to advertise your business off site. He would like us to amend that.
- Eric recalls the Planning Commission spending lots of time during the development of the initial County rules – Landuse Ordinance. on cleaning up the signage issue throughout the County and trying to cut back on the proliferation of signs.
- Jim asked if it was within Shorelines.
- Tim stated that the property is located in Shorelines. It's right next to Potter Slough.
- Jim stated it wouldn't be allowed anyway in that location because it's within Shorelines.
- Eric stated that even if an amendment was made within the Zoning Ordinance, it still wouldn't be allowed due to Shorelines.

Eric deMontigny called for a vote. Ken Osborne recommended no amendment to Section 21R of the Zoning Ordinance No. 162, allowing off premise signs within the Transitional Forest Zoning District, Jim Sayce seconds.

Motion carried by majority voice vote; 6 YAY, 0 NAY, 0 ABSTAIN.

OLD BUSINESS

Shoreline Master Program (22'20")

- Faith stated that the County has signed a short contract with Mr. John Klien to help the County jump start the process. His contract runs through December 31st. The first step is the preparation of the RFP to select a consultant for the science-based portion of the SMP process and it has to be done as soon as we can, hopefully by mid-November. We are looking at working with our core group and the interested parties to make sure we have a well-balanced SMP.
- Jim asked that we put a schedule on the County website.

NEW BUSINESS (17'02")

- Ron Craig stated he is with a small group of concerned citizens regarding some PUD issues. They would like to talk regarding the PUD lines which are exempt from County permits. He believes the result is the County has affectively given away any of their authority or power to the State and the citizens are no longer allowed to petition through the County Commissioner's on this matter. He isn't sure if that was the intent but it's the result. Ron stated he thinks it's important that the citizens in Pacific County should have an opportunity to have a say on items being built within the County including transmission lines. He asked the Planning Commission to consider it and place on the Agenda sometime to see how this issue can be addressed.
- Jim asked if this was for new construction or maintenance to existing structures or lines.
- Ron Craig stated new construction of lines.

- Eric deMontigny stated that he did not remember anything specifically with the Planning Commission making any changes.
- Ron Craig stated that in the 2000 time period, he believed the County had removed the clauses in the planning documents but was later corrected that they were replaced with a modified policy/document that is not as effective as the one in place prior to 2000. It originally provided the mechanism to say no before.
- Tim Crose stated that around the year 2000, they opened up the Shoreline Master Program. Talking to David Burke, he stated the policies were intertwined with the rules and regulations at the time. David stated it was almost impossible to defend because right in the middle of the rules, the Ordinance part of the SMP, they'd have a "shall" or a "may" or something indefensible so they pulled all the policies out and put them in the front section of the SMP. The Ordinance part, the rules are actually separated from those and David said it was easier to defend. Tim stated Ron was right, in the transmission line section; the rules were not there, just the intent or policy not the rule. Critical Areas are exempt.
- Steve Sheary wanted to state that it was super nice to hear of someone asking for public opinion and listening to what people have to say.

The meeting adjourned at 7:20 p.m.

**PACIFIC COUNTY
PLANNING COMMISSION**

Eric deMontigny, Chair

Ken Osborne, Vice Chair

Jim Sayce, Member

Tim Crose

From: Kim Patten <pattenk.wsu@gmail.com>
Sent: Tuesday, October 08, 2013 11:29 AM
To: Tim Crose; Jim Sayce
Subject: Ordinance no 162 hearing

To: Tim Crose
From: Kim Patten, WSU Extension
Date: Tuesday, October 08, 2013
RE: Public hearing ordinance no. 162.

I would like to present my concern regarding short-term vacation rentals on agricultural district zoned land. Short-term rentals, although potentially providing an alternative income to farmers, could have a negative impact on their overall right to farm. Areas zoned for agriculture have practices that could be considered offensive to short-term renters. This includes applying pesticides or manure, or frequent load noise (like bird alarms). As a consequence, I foresee a lot of potential for litigation for farmers and Pacific County. In particular, the person with the vacation rentals is likely to file complaints with the county because existing and historic use of the land surrounding the rental is objectionable and prevents them from successfully renting out their newly re-furnished vacation rental. The Planning Commission should not compromise the growers' right to farm nor should it place Pacific County in a litigious situation.

determines whether the additional information satisfies the request for information or fourteen (14) calendar days after the date the information submitted by an applicant under this subsection is insufficient, the county shall notify the applicant of the deficiencies, and the procedures under this subsection shall apply as if a new request for additional required information had been made.

2. Any period of time during which an environmental impact statement is being prepared, which shall not exceed one year from the issuance of the Determination of Significance, unless the County and applicant have otherwise agreed in writing to a longer period of time. If no mutual written agreement is completed, then the application shall become null and void after the one year period, unless the review authority determines that delay in completion is due to factors beyond the control of the applicant.
3. Any period of time during which an administrative appeal is pending.

Section 12 Type IV Procedure – Legislative Decision

- A. Type IV procedure may require one or more hearings before the Planning Commission and does require one or more hearings before the Board of County Commissioners.
- B. At least fifteen (15) calendar days before the date of the first Planning Commission hearing for an application subject to Type IV review, the Director of Department of Community Development shall:
 1. Prepare a notice of application that includes the following information:
 - a. The case file number(s);
 - b. A description of the area that will be affected by the application, if approved, which is reasonably sufficient to inform the reader of its location;
 - c. A summary of the proposed application(s);
 - d. The place, days, and times where information about the application may be examined and the name and telephone number of the County representative to contact about the application;
 - e. A statement inviting interested parties to submit written comments or to testify orally at the hearing;
 - f. The designation of the review authority and the date, time, and place of the hearing; and
 - g. A statement that a staff report and, whenever possible, a consolidated SEPA review document will be available for inspection at no cost before the hearing and will be provided at reasonable cost.

2. Mail a copy of a notice prepared under subsection B.1 of this section to:

- a. Parties who request notice of such matters, based on a list kept by the Director of Department of Community Development for that purpose.
 - b. To other people that the Director of Department of Community Development believes may be significantly affected by the proposed action.
3. Publish in a newspaper of general circulation a summary of the notice, including the date, time and place of the hearing, and a summary of the proposal; and
 4. Provide other notice deemed appropriate and necessary by the Director of Department of Community Development based on the subject of the Type IV process.
- C. The Director of Department of Community Development shall issue a written staff report and consolidated SEPA evaluation before the date of the first hearing for an application(s) subject to Type IV review, shall make available to the public a copy of the staff report and consolidated SEPA evaluation for review and inspection, and shall provide a copy of the written analysis to the review authority. The Director of the Department of Community Development shall mail or provide a copy of the staff report and consolidated SEPA evaluation at reasonable charge to other parties who request it.
- D. Any public hearing shall be conducted in accordance with the rules of procedure adopted by the review authority, except to the extent waived by the review authority. A public hearing shall be recorded on audio or audiovisual tape.
- E. At the conclusion of the Planning Commission hearing on a Type IV application, the Planning Commission shall announce one of the following actions:
1. That the hearing is continued. If the hearing is continued to a place, date, and time certain, then additional notice of the continued hearing is not required to be mailed, published or posted. If the hearing is not continued to a place, date, and time certain, then notice of the continued hearing shall be given as though it were the initial hearing before the Planning Commission; or
 2. That the Planning Commission recommends against or in favor of approval of the application(s) with or without certain changes, or that the Planning Commission will recommend neither against nor for approval of the application(s). The Planning Commission shall justify its decision with findings of fact and conclusions of law that support the recommendation. Such findings and conclusions do not need to be adopted at the same time that the recommendation is made.
- F. Upon receipt of the recommendation of the Planning Commission, the Board of County Commissioners shall at its next public meeting set a date for a public hearing to consider the recommendation. At least fifteen (15) calendar days before the date of the first Board of County Commissioners hearing for an application subject to Type IV review, the Clerk of the Board of County Commissioners shall:

1. Prepare a notice that includes the information listed in subsection B.1 of this section except the notice shall be modified as needed:
 - a. To reflect any changes made in the application(s) during the Planning Commission review;
 - b. To reflect that the Board of County Commissioners will conduct the hearing and the place, date and time of the Board of County Commissioners hearing; and
 - c. To state that the Planning Commission recommendation, staff report, and SEPA evaluation are available for inspection at no cost and will be provided at reasonable cost.
 2. Mail a copy of that notice to the parties identified in subsection B.2 of this section and to parties who request it in writing;
 3. Publish in a newspaper of general circulation a summary of the notice, including the date, time, and place of the hearing, and the actual text or summary of the proposal; and
 4. Provide other notice deemed appropriate and necessary by the Director of Department of Community Development based on the subject of the Type IV application.
- G. If the Planning Commission has conducted a hearing on a Type IV application, the Board of County Commissioners shall conduct a closed record hearing. The hearing shall be based exclusively on the record established at the Planning Commission hearing. If the Planning Commission has not conducted a hearing, the Board of County Commissioners shall conduct an open record hearing. At the conclusion of the initial hearing by the Board of County Commissioners regarding a Type IV application, the Board may continue the hearing or may adopt, modify, or give no further consideration to the application or recommendations. If the hearing is continued to a place, date and time certain, then additional notice of the continued hearing is not required. If the hearing is not continued to a place, date, and time certain, then notice of the continued hearing shall be given as though it were the initial hearing before the Board of County Commissioners. The Board of County Commissioners shall adopt findings of fact and conclusions of law to supports final decision. Such findings and conclusions do not need to be adopted at the same time that the decision is rendered.

Section 13 Appeal Procedures

- A. A final decision regarding an application subject to a Type I and Type II procedure may be appealed by an aggrieved party to the Board of County Commissioners if (1) a written appeal is filed with the Board of County Commissioners within fourteen (14) calendar days

RECEIVED
PACIFIC COUNTY

NOV - 5 2013

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

November 4, 2013

County Commissioners,

I would like to appeal the decision of the Pacific County Planning Department not to allow for an amendment to Section 7 of the Zoning Ordinance 7 to allow for vacation rentals in areas zoned agriculture.

I would like to base my appeal on the fact that adjacent lands to the agriculture lands allow for vacation rentals. Additionally, there will be no adverse environmental or agriculture impact to this property becoming a vacation rental, this property is located at 2604 Evergreen Park Road in Grayland. Furthermore, as I have spoken with the neighbors and farmers in the area about my intentions to make this property a vacation rental they have seemed supportive and voiced no concerns about the plan. Finally, the proposed amendment does not contradict but is consistent with the Comprehensive Plan.

Please contact me to schedule the hearing before the Board.

Thank you for your time and consideration in this matter.

Sincerely,



Heather S. Hamilton
360-515-6303
471 South Fork Road
Raymond, WA 98577



Pacific County
PLANNING COMMISSION

MEMO

TO: Board of County Commissioners
CC: Heather Hamilton

FROM: Tia Channell, Planning Commission Clerk

DATE: October 11, 2013

RE: Requested amendment to Section 7 of Ordinance No. 162. – DENIED

C: BOCC
KS

On October 10, 2013, the Pacific County Planning Commission moved to deny a request made by Heather Hamilton to amend Section 7 of the Zoning Ordinance No. 162.

Mrs. Hamilton's request was for a change to allow short term vacation rentals as a Special Use within an Agricultural Zoning District. The Planning Commission denied the request based on it being incompatible with the comprehensive plan.

Any appeal of the final decision of the Planning Commission must be filed with the Board of Pacific County Commissioners within twenty-one (21) calendar days from October 15, 2013.



Bruce Walker
County Assessor

Pacific County Assessor

300 Memorial Drive
PO Box 86
South Bend, WA 98586
Phone: (360)875-9301



Property Summary (Appraisal Details)

Parcel Information

Parcel Number: 15112022084
Map Number: 151120 084
Situs: 2604 EVERGREEN PARK RD
Legal:
Twp-Rge-Section: 15112022

Ownership Information

Current Owner: HAMILTON, HEATHER
Address: 471 SOUTH FORK RD
City, State: RAYMOND, WA
Zipcode: 98577-

Assessment Data

Tax District: 68
Land Use/DOR Code: 11
Open Space:
Open Space Date:
Senior Exemption:
Deeded Acres: 0.2
Last Revaluation for Tax Year: 2014

Market Value

Land: 35,000
Imp: 35,600
Perm Crop: 0
Total: 70,600

Taxable Value

Land: 35,000
Imp: 35,600
Perm Crop: 0
Total: 70,600

Sales History

Date	Book & Page	# Parcels	Grantor	Grantee	Price
05-02-2013	3145-216	1	FEDERAL HOME LOAN MORTGAGE CORP	HAMILTON, HEATHER	40,100
11-15-2010	3129-586	1	NORTHWEST TRUSTEE SERVICES INC	FEDERAL HOME LOAN MORTGAGE CORP	111,548
03-27-2009	3118-496	1	NEWLAND, ERNEST C JR	NEWLAND, PAULA	
07-26-2007	3104-897	1	NEWLAND, ERNEST & PAULA	NEWLAND, PAULA & ERNEST	

Building Permits
NO ACTIVE PERMITS

5 Year Valuation Information

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable	Taxes
2013	FEDERAL HOME LOAN MORTGAGE CORP	35,000	44,600	0	79,600	0	79,600	View Taxes
2012	FEDERAL HOME LOAN MORTGAGE CORP	45,000	50,500	0	95,500	0	95,500	View Taxes
2011	FEDERAL HOME LOAN MORTGAGE CORP	45,000	58,300	0	103,300	0	103,300	View Taxes
2010	NEWLAND, PAULA	45,000	58,300	0	103,300	0	103,300	View Taxes
2009	NEWLAND, PAULA & ERNEST	8,000	44,800	0	52,800	0	52,800	View Taxes
2008	NEWLAND, PAULA & ERNEST	8,000	44,800	0	52,800	0	52,800	View Taxes

Parcel Comments

Number	Comment
1	12

Photos/Sketches

Filedate: 11/5/2013 6:29:00 PM

Terra Scan