

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

**Tuesday, November 25, 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 (Item A-B)

- A)** Approve Rainbow Valley Landfill Voucher
Royal Heights Transfer Station Inc. - \$3,535.56
City of Raymond - \$2,315.00
- B)** Consider approval of the regular meeting minutes of October 14, 2014,
October 28, 2014 and November 10, 2014

CLOSE MEETING

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.

2014-037

Claims Voucher Rainbow Valley Landfill Trust Fund: Post-Closure Account

CITY OF RAYMOND
230 2ND STREET
RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
10/29/14		LEACHATE TREATMENT	660	000	537	10	41	235.00
11/5/14		" "	"	"	"	"	"	2080.00
							\$	2315.00

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Lambale PRES. 11/17/14
Signature Title Date

Reviewed by: [Signature] Nov 18 '14
Faith Taylor, Director Date
Department of Community Development

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT: The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

Chairman, Pacific County Board of Health Date

RECEIVED
PACIFIC COUNTY
NOV 19 2014
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Tuesday, October 14, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Faith Taylor-Eldred, Community Development Director
Scott McDougall, Emergency Management Deputy Director
David Burke, Prosecuting Attorney
Dotsi Graves, Fair/Parks Manager

GENERAL PUBLIC IN ATTENDANCE

Julie Struck, South Bend Mayor
Geri Amacher
Pat Meyers-Willapa Harbor Herald (*recorded meeting*)

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

PUBLIC COMMENT – None

CONSENT AGENDA (A)

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

Approve Rainbow Valley Landfill Voucher
Royal Heights Transfer Station Inc. - \$384.30

APPROVAL OF MINUTES

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

Approve regular meeting minutes of September 23, 2014

MEETING CLOSED – 9:02AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Tuesday, October 28, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Andree Harland, Public Works Accounting Manager
Faith Taylor-Eldred, Community Development Director
Megan McNelly, Executive Assistant
Will Hamlin, Code Enforcement Officer
Monte Givens, Building Inspector
Jeannie Briscoe, Administrative Asst. II
David Burke, Prosecuting Attorney

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (*recorded meeting*)
Pat Myers-Willapa Harbor Herald (*recorded meeting*)
Steven Clark, Valley View
Dr. Tre Normoyle, Valley View
Commission Shulte, Lewis County

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

PUBLIC COMMENT – None

MEETING CLOSED – 9:00AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Monday, November 10, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:03 AM

Steve Rogers, Chair
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Wayne Leonard, Juvenile Court Administrator
Mary Goelz, Health & Human Services Director

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Gerry Amacher

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

PUBLIC COMMENT – None

MEETING CLOSED – 9:04AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

(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, November 25, 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

AGENDA

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

PUBLIC HEARINGS *(held in the Commissioners Meeting Room unless otherwise noted)*

- 10:00 AM Certification of Levies
- 10:30 AM FY2014 Supplements

WORKSHOPS/MEETINGS *(held in the Commissioners Conference Room unless otherwise noted)*

- 10:00 AM Canvassing Election *(Auditor's Office)*
- 11:00 PM AWC Retro Pool Coverage with B. Bishop
- 1:00 PM FY2015 Budget Workshop
- 2:00 PM LSC Discussion re: marijuana revenue sharing proposal
- 4:30 PM Columbia River Crab Fisherman's Assoc Annual Meeting & Dinner *(Cove Restaurant- Long Beach)*

Call to Order

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

CONSENT AGENDA (Items 1-6)

Health and Human Services Department

- 1) Approve the disposal of three printer/scanners from the South County Health Department that are non-functional

Department of Public Works

- 2) Consider approval of the Amendment Fact Sheet Amendment "B" through the Washington State Public Works Board for the Joe Johns Vicinity Ocean Outfall Storm water Conveyance Project; authorize Chair to sign

Sheriff's Office

- 3) Confirm Sheriff's signature on FY2014 STOP Grant, Standard Assurances, Equal Employment Opportunity Plan Certification and Civil Rights Requirements Certifications

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

- 4) Vendor Claims:
Warrants Numbered 124750 thru 124840 - \$130,450.55
- 5) Approve amendment #1 to our contract with the Joint Pacific County Housing Authority
- 6) Approve the regular meeting minutes from October 14, 2014, October 28, 2014 and November 10, 2014

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of 6 month leave of absence requested by Matt Jordan effective May 1, 2015 through November 1, 2015
- 8) Consider approval of the NJPA bid proposal for Networkfleet Hardware and Services through Verizon; authorize Chair to sign
- 9) Consider adoption of Resolution 2014-_____ regarding the temporary closure of 245th Street from State Route 103 to P Street for construction
- 10) Consider approval of Communications Facility Use Agreement with Meredith Corporation for facility use at Megler site; authorize Chair to sign
- 11) Consider approval to execute the Quit Claim for Surfside Estates Accretions; authorize Chair to sign
- 12) Consider approval to purchase equipment with regard to improve County Parks in the amount of \$8,948.64 from Fund 125

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 13) Consider approval for out of class pay for two employees pertaining to Grade 10 Environmental Health Technician position

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 14) Consider approval to increase Lindsey Hylton, WellSpring Community Network Coordinator, from a .90 FTE to a 1.0 FTE

ITEMS REGARDING SHERIFF'S OFFICE

- 15) Consider award of bid for two commercial freezers to Smitty's Vending Inc. in the amount of \$6,780.62 with shipping and tax included

ITEMS REGARDING FAIR

- 16) Consider approval of the Pacific County fairgrounds winter storage rental agreements; authorize Chair to sign

ITEMS REGARDING GENERAL BUSINESS

- 17) Consider to approve request to issue request for proposal for Collection Services in accordance with Chapter 36.18.190 RCW for use by all county offices/departments

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.

EXECUTIVE SESSION

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

PUBLIC HEARINGS

- 19) Certification of Levies
- 20) FY2014 Supplements

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.



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

REQUESTED MEETING DATE:
November 25 2014

AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

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 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	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 11-12-14
NARRATIVE OF REQUEST	
Request the Board approve the disposal of three printer/scanners that are currently housed at the Long Beach Health Department. All have been offered to the county departments. None of the three are currently functional. They are as follows: 1. HP Scan Jet 5590 part 1 of 2, Inventory Tag number is 3209; 2. HP Office Jet L7590 All in One; 3. HP Deskjet 950 C. I have attached the Inventory Disposal form for each. These will not be replaced so no supplemental budget would be required.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3209	DEPT/OFFICE: Health
EQUIPMENT DESCRIPTION: HP Scan Jet 5590 part 1 of 2	LOCATION: Long Beach
MODEL NUMBER: FCLSD-0406	SERIAL NUMBER: US 78NTR02G

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

DISPOSAL

DISPOSAL DATE:	HOW DISPOSED:
REASON FOR DISPOSAL: <u>Not functional - Missing Part 2 of 2</u>	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

TRANSFER DATE:	
TRANSFERRED FROM (DEPT/OFFICE):	TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to <input type="checkbox"/> dispose <input type="checkbox"/> transfer the above referenced inventory item was <input type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on _____, 20__ in accordance with Pacific County Personal Property Inventory Procedures.
_____ Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: n/a	DEPT/OFFICE: Health
EQUIPMENT DESCRIPTION: HP Office Jet L7580 All in one	LOCATION: Long Beach
MODEL NUMBER: SNPRC-0602-01	SERIAL NUMBER: MY72L2308D

IS THIS EQUIPMENT STILL FUNCTIONING?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

DISPOSAL

DISPOSAL DATE:	HOW DISPOSED:
REASON FOR DISPOSAL: Cords to machine have been lost.	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

TRANSFER DATE:	
TRANSFERRED FROM (DEPT/OFFICE):	TO (DEPT/OFFICE):

To assist you in completing this form, the following is a breakdown of the information required in each section:

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplused property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on _____, 20__ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: n/a	DEPT/OFFICE: Health
EQUIPMENT DESCRIPTION: HP Deskjet 950c	LOCATION: Long Beach
MODEL NUMBER: C6428A	SERIAL NUMBER: CN1141N1QM

IS THIS EQUIPMENT STILL FUNCTIONING? YES NO

HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? YES NO

DISPOSAL

DISPOSAL DATE: _____ HOW DISPOSED: _____

REASON FOR DISPOSAL: Tag on machine indicates it is the Property of Pacific County Amateur Radio Club; non functioning

IF SOLD, AMOUNT RECEIVED: _____ NAME OF PURCHASER: _____

TRANSFER

TRANSFER DATE: _____

TRANSFERRED FROM (DEPT/OFFICE): _____ TO (DEPT/OFFICE): _____

To assist you in completing this form, the following is a breakdown of the information required in each section:

- Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form if equipment will no longer be considered property of the County.)
- Equipment: Describe the equipment as it is listed on your current inventory.
- Department: Name of your office/department.
- Location: List the building, office, etc, where this equipment is located.
- Model #: Complete this section for equipment having model numbers.
- Serial #: Complete this section for equipment having serial numbers.
- Functional: Is this equipment functioning well enough to be used?
- Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
- Date Disposed: The date the BOCC approved disposal of this equipment
- How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
- Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
- Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
- Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.

Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.



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

REQUESTED MEETING DATE:
November 25, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

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 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 on behalf of Flood Control Zone District No. 1	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 11-10-14
NARRATIVE OF REQUEST	
Attached for your review and execution are two (2) originals of the Amendment Fact Sheet Amendment "B" to Loan Number: PW-01-691-050 through the Washington State Public Works Board for the Joe Johns Vicinity Ocean Outfall Stormwater Conveyance Project.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

AMENDMENT FACE SHEET

Loan Number: PW-01-691-050
Amendment Number: B
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Pacific County Flood Control Zone District No 1 PO Box 66 South Bend, WA 98586		2. Contractor Doing Business As (optional) N/A		
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A		
5. Original Contract Amount \$ 615,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A		
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2021	
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.				
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date			FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Pacific County Flood Control Zone District No 1
Contract Number: PW-01-691-050
Amendment Number: B

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2021, of an amount sufficient to bring the loan balance to zero.

**AMENDMENT
PUBLIC WORKS TRUST FUND LOAN AGREEMENT NUMBER PW-01-691-050
BETWEEN
THE PUBLIC WORKS BOARD
AND
PACIFIC COUNTY FLOOD CONTROL ZONE DISTRICT NO 1**

The purpose of this amendment is to extend the time of performance of Public Works Trust Fund Loan Agreement Number PW-01-691-050.

The Public Works Board (hereinafter referred to as the BOARD) and PACIFIC COUNTY FLOOD CONTROL ZONE DISTRICT NO 1, (hereinafter referred to as the LOCAL GOVERNMENT) agree to amend the Public Works Trust Fund Loan Agreement Number PW-01-691-050 as described below.

Section 4.05 Time of Performance is amended to read as follows:

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three (3) months after the date of loan agreement execution and reach project completion no later than forty-eight (48) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement and require the immediate repayment of any loan funds disbursed. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

A copy of this amendment, consisting of one (1) page, shall be attached to and incorporated into the original agreement between the BOARD and the LOCAL GOVERNMENT. Any reference in such agreement to the "agreement" shall mean "agreement as amended." All other items and conditions of the original loan agreement or prior amendments shall remain in full force and effect.

IN WITNESS THEREOF, the BOARD and the LOCAL GOVERNMENT have executed this amendment as of the date and year last written below.

DEPARTMENT OF COMMUNITY, TRADE
AND ECONOMIC DEVELOPMENT

Steve Wells
Steve Wells

Director, Local Government Division

Title

Date

7-27-01

LOCAL GOVERNMENT

RB Cuffel
Name

Chairman
Title

May 22, 2001
Date

APPROVED AS TO FORM ONLY

14th Day of May, 2001

Christine O. Gregorie
Attorney General

Signature on File

Assistant Attorney General
Jeanne A. Cushman

PUBLIC WORKS TRUST FUND
CONSTRUCTION LOAN AGREEMENT

6011
NUMBER PW-01-791-050

PACIFIC COUNTY FLOOD CONTROL ZONE DISTRICT NO 1

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT and no other statements or representations written or oral, shall be deemed a part thereof. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY,
TRADE AND ECONOMIC
DEVELOPMENT

LOCAL GOVERNMENT

Steve Wells
Steve Wells

W.C. Cusper
Name

Director, Local Government Division
Title

Chairman, Board of
Title County Commissioners

5/4/01
Date

3-27-01
Date

APPROVED AS TO FORM ONLY
5th Day of February, 2001

Christine O. Gregorie
Attorney General

91-6001356
Federal Taxpayer Identification Number

By: Signature on File
Assistant Attorney General

Jeanne A. Cushman
(Print Name)

RECEIVED
APR 05 2001

PUBLIC WORKS BOARD

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, or its successor, (referred to as the "BOARD"), a department of the state of Washington, and PACIFIC COUNTY FLOOD CONTROL ZONE DISTRICT NO 1 (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$615,000.00. The interest rate shall be one percent (1%) per annum on the outstanding principal balance. The term of the loan shall not exceed 20 years, with the final payment due July 1, 2021.

4.02 Local Project Share

The LOCAL GOVERNMENT pledges an amount of locally-generated revenue not less than ten percent (10%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close-out. Any change in the percentage of locally-generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Local project share must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. These expenditures may be made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close-out.

PUBLIC WORKS TRUST FUND MONIES MAY NOT BE USED TO REIMBURSE THE LOCAL GOVERNMENT FOR ANY COSTS INCURRED PRIOR TO EXECUTION OF THIS LOAN AGREEMENT.

4.03 Disbursement of Loan Proceeds

Warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed ninety percent (90%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed fifteen percent (15%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

Within thirty (30) days of the execution of a Notice to Proceed which follows the formal award of a construction contract, a sum not to exceed eighty percent (80%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT, except in the case of engineering services contracts. If the approved project described in ATTACHMENT I: SCOPE OF WORK is solely for the completion of engineering studies, a sum not to exceed eighty percent (80%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT within thirty (30) days of the execution of a Notice to Proceed following the formal award of a contract for engineering services.

At the time of project completion, a Close-out Report, (refer to Section 4.19 for Close-out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of ninety percent (90%) of the eligible project costs or the total of \$615,000.00 whichever is less. The Close-out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of ninety percent (90%) of eligible costs, all funds in excess of ninety percent (90%) shall be repaid to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan

agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three months after loan agreement execution, and reach project completion no later than thirty-six (36) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement and require the immediate repayment of any loan funds disbursed. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

The first loan repayment under this agreement is due July 1, 2002, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one percent (1%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date each warrant is issued to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the principal amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Department of Community, Trade and Economic Development, or its successor, and sent to:

Department of Community, Trade and Economic Development
Administrative Services Division/Fiscal Unit
906 Columbia Street S.W.
P.O. Box 48300
Olympia, Washington 98504-8300

4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan solely from utility revenues, general obligation revenues, or a combination thereof. The name of the fund, account, or sub-account shall be Pacific County Flood Control Zone District #1

4.08 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year.

Upon default in the payment of any annual installment, the BOARD may declare the entire remaining balance of the loan, together with interest accrued, immediately due and payable. Failure to exercise its option with respect to any such repayment in default shall not constitute a waiver by the BOARD to exercise such option for any succeeding installment payment which may then be in default. The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

The same penalty terms shall apply to delinquent repayment of funds paid in excess of eligible costs as provided for in Section 4.03.

4.09 Loan Security

The LOCAL GOVERNMENT must select one of the following options for securing repayment of the loan. Please initial the appropriate option.

1. **General Obligation:** This loan is a general obligation of the LOCAL GOVERNMENT.

OR

2. **Revenue Obligation:** This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

Please choose and initial one of the following utility systems:

- Water
- Sanitary Sewer (Wastewater)
- Stormwater
- Water/Sanitary Sewer
- Stormwater/Sanitary Sewer
- Solid Waste

OR

3. **Local Improvement District:** Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is _____

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.10 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project close-out.

4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment to this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the BOARD in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Upon termination of the loan agreement, the BOARD may declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable.

4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT.

4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW)

4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.

4.19 Project Close-Out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close-out Report, a request for a sum not to exceed the final five percent (5%) of the loan amount. This disbursement shall not occur prior to the completion of all project activities. The LOCAL GOVERNMENT shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.22 Utilization of Minority and Women's Business Enterprises (MWBE)

In accordance with legislative findings and policies set forth in Chapter 39.19 RCW, the BOARD encourages participation by Minority and Women's Business Enterprise firms certified by OMWBE. Voluntary goals for participation are:

Construction/Public Works	10% MBE	6% WBE
Architect/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

4.23 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT 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).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

4.24 Historical and Cultural Artifacts

The LOCAL GOVERNMENT agrees that if historical or cultural artifacts are discovered during construction, the LOCAL GOVERNMENT shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Office of Archeology and Historic Preservation.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT ONE: SCOPE OF WORK.

PART V: SPECIAL ASSURANCES

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

PUBLIC WORKS TRUST FUND

ATTACHMENT 1: SCOPE OF WORK

PW-01-791-050
(Enter Loan Number)

(Enter Jurisdiction Name) - PACIFIC COUNTY FLOOD CONTROL
ZONE DISTRICT NO. 1 OF THE LONG
BEACH PENINSULA

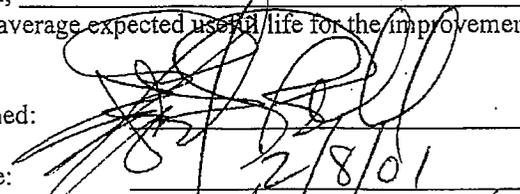
(Enter Project Title) JOE JOHNS ROAD VICINITY OCEAN
OUTFALL PROJECT

1. Provide a clear description of the project to be financed in part by a Public Works Trust Fund loan. (Attach additional sheets if necessary):

THE JOE JOHNS VICINITY OCEAN OUTFALL PROJECT WILL CONSIST OF A STORMWATER CONVEYANCE SYSTEM FROM VERNON AVENUE TO THE PACIFIC OCEAN, AND A NEW OCEAN OUTFALL LOCATED NORTH OF OCEAN PARK, WASHINGTON. CONSTRUCTION WILL GENERALLY INCLUDE THE INSTALLATION OF APPROXIMATELY 2,700 LINEAL FEET OF STORMWATER PIPE AND APPROXIMATELY 20 CATCHBASINS, AS WELL AS THE RESTORATION OF ASPHALT AND GRAVEL ROADWAYS.

2. The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the local government prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated: N/A years.

3. I, EDWARD ESCO BELL, licensed engineer, certify that the average expected useful life for the improvements described above is 50+ years.

Signed: 

Date: 2/8/01

Telephone: 360/875-9368

Scope of Work

Page Two

(Enter Loan Number)

AW-01-791-050

Estimated Project Costs:

	Total Costs
Preliminary Engineering	\$ <u>5,000</u>
Environmental Review	\$ <u>20,000</u>
Design Engineering	\$ <u>15,000</u>
Land/R-O-W Acquisition	\$ _____
Sales or Use Taxes	\$ <u>40,000</u>
Other Fees	\$ _____
Construction Inspection	\$ <u>10,250</u>
Start-Up Costs	\$ _____
Relocation Costs	\$ _____
Financing Costs	\$ _____
Contingency (25%)	\$ <u>118,750</u>
Construction	\$ <u>475,000</u>
1. Other (Specify)	\$ _____
2. Other (Specify)	\$ _____
TOTAL ESTIMATED COSTS	\$ <u>684,000</u>

Anticipated Fund Sources:

A. Federal Grants	\$ _____
State Grants	\$ _____
B. Locally Generated Revenue	
General Funds	\$ _____
Capital Reserves	\$ _____
Other Fund	\$ _____
Rates	\$ _____
Assessments	\$ _____
(LID, RID, ULID)	\$ _____
Special Levies	\$ _____
Federal Loan(s) from: (identify all)	\$ _____
_____	\$ _____
_____	\$ _____
State Loan(s) from: (identify all)	\$ _____
_____	\$ _____
_____	\$ _____
Other: (identify sources)	\$ _____
Local Generated Annual Service Charge	\$ <u>69,000</u>
_____	\$ _____
TOTAL LOCAL REVENUE	\$ <u>69,000</u>
C. PUBLIC WORKS TRUST FUND LOAN	\$ <u>615,000</u>

Scope of Work

Page 3

(Enter Loan Number)

PW-01-791-050

Calculating Local Percentage:

Notes: 1. Grant funds can not be counted as local match.

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage} \quad \underline{10}$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of 2%
Ten percent (10%)	for a loan interest rate of 1%
Fifteen percent (15%)	for a loan interest rate of .5%

Public Works Trust Fund

ATTACHMENT II: ATTORNEY'S CERTIFICATION

I, Michael D. Smith, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Pacific County

(the LOCAL GOVERNMENT); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.

Michael D. Smith
Signature of Attorney

3/23/01
Date

MICHAEL D. SMITH
Name

PO Box 45, South Bend, WA 98586
Address

PUBLIC WORKS TRUST FUND
PW-01-191-050
ATTACHMENT 1: SCOPE OF WORK
~~PW-01-791-050~~
(Enter Loan Number)

(Enter Jurisdiction Name) - PACIFIC COUNTY FLOOD CONTROL
ZONE DISTRICT NO. 1 OF THE LONG
BEACH PENINSULA

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Signed: [Signature]

Date: 2/8/01

Telephone: 360/875-9368

Scope of Work

Page Two

(Enter Loan Number)

AW-01-791-050

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(LID, RID, ULID)	
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_____	\$ _____
Other: (identify sources)	
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TOTAL LOCAL REVENUE	\$ <u>69,000</u>
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Scope of Work

Page 3

(Enter Loan Number)

PW-01-791-050

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Five percent (5%)	for a loan interest rate of 2%
Ten percent (10%)	for a loan interest rate of 1%
Fifteen percent (15%)	for a loan interest rate of .5%



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:
 11/25/2014

AGENDA REQUEST FORM

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

Agenda Item #: 3

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

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 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: Sheriff's Office	DIVISION (if applicable): Patrol
OFFICIAL NAME & TITLE: Denise Rowlett, Chief Deputy	PHONE / EXT: 2293
SIGNATURE: <i>Denise Rowlett</i>	DATE: 11/19/2014
NARRATIVE OF REQUEST	
Request BOCC confirm Sheriff's signature on FFY 2014 STOP Violence Against Women Formula Grant Program grant agreement, Standard Assurances, Equal Employment Opportunity Plan Certification, and Civil Rights Requirements Certifications.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)
- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

COMMERCE, WASHINGTON STATE DEPARTMENT OF 1011 PLUM ST
 DUNS: 808882302 CAGE Code: 3MGT1 OLYMPIA, WA, 98504-0001,
 Status: Active UNITED STATES

Expiration Date: 10/15/2015
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: COMMERCE, WASHINGTON STATE DEPARTMENT OF
Business Type: US Local Government
POC Name: Melanie Anderson
Registration Status: Active
Activation Date: 10/15/2014
Expiration Date: 10/15/2015

Exclusions

Active Exclusion Records? No



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, November 25, 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

124750 thru 124840 \$ 130,450.55

Warrants Dated: November 14, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

NOV 18 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE JOINT PACIFIC COUNTY HOUSING AUTHORITY
AMENDMENT #1

WHEREAS, the Contract for Services between Pacific County and the Joint Pacific County Housing Authority, entered into the 1st day of January, 2014, allows for contract modifications;
AND

WHEREAS, there is a need to amend sections of the contract to reflect adjustments in the funding available; AND

WHEREAS, there is mutual agreement to transfer the balance the remaining funds designated for emergency housing to Crisis Support Network; AND

WHEREAS, there is a need to amend the total amount of funding available to reflect a reduction of \$24,500 in emergency housing funds;

NOW, THEREFORE, Section 1, "FUNDING", and Section 2, "USE OF FUNDS AND SCOPE OF WORK", TABLE 1, columns "ALLOCATION" and "Recording Fee and Revenue Source", are hereby amended as follows:

Section 1. FUNDING:

Two Hundred Fifteen Thousand Five Hundred Dollars (\$215,500) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with the provision of services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness.

Section 2. USE OF FUNDS AND SCOPE OF WORK

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source
Emergency Shelter and Low and Moderate Income Housing Assistance	\$5,500	Homeless
TOTAL	\$215,500	\$118,000 Homeless \$97,500 Affordable

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____ 2014.

RECIPIENT (Joint Pacific County Housing Authority)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Christina M. Pegg Exec Dir
(Name, Title)

Steve Rogers, Chair

ATTEST:

Don Freedman
(Name, Title)

Lisa Ayers, Member

Housing Developer
MANAGER

Frank Wolfe, Member

APPROVED AS TO FORM:

David J. Burke
Pacific County Prosecuting Attorney

ATTEST:

Clerk of the Board

By: _____

Date:

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PROCEEDINGS

9:00 AM
Tuesday, October 14, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER –10:00AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Faith Taylor-Eldred, Community Development Director
Scott McDougall, Emergency Management Deputy Director
David Burke, Prosecuting Attorney
Dotsi Graves, Fair/Parks Manager

GENERAL PUBLIC IN ATTENDANCE

Julie Struck, South Bend Mayor
Geri Amacher
Pat Meyers-Willapa Harbor Herald (*recorded meeting*)

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1--3, 5-10)

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

Department of Public Works

Approve removal of equipment from inventory

Department of Community Development

Notice of probation completion for Will Hamlin, Code Enforcement Officer

**Notice of resignation received from Matt Reider, Planner; effective
October 31, 2014**

Health & Human Services Department

**Approve Amendment #2 to Contract #DFC EUDL 2013 LBPD with the
Long Beach Police Department**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

Sheriff's Office

Notice of retirement received from Deputy Scott Hamilton; effective November 1, 2014

Notice of resignation received from Telecommunicator Karl Johnson; effective October 17, 2014

General Business

Approve minutes of August 12, 2014 (amended) and October 6, 2014 (public hearing)

Approve payroll for September 2014; total number of employees: 211; total payroll: \$792,246.81

Vendor Claims:

Warrants Numbered 124042 thru 124123 - \$285,752.30

Warrants Numbered 124124 thru 124194 - \$318,508.25

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Amendment #2 to Contract #2013-15 with the Boys & Girls Club of the Long Beach Peninsula

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Adopt Resolution 2014-040 amending Resolution 2012-011 regarding setting weight limits on bridges

Approve payment for improvements at Bush Pioneer and Bruceport Parks, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve the appointment of Megan McNelly to Executive Assistant, Grade 14 Step 6, effective October 1, 2014, subject to adequate budget appropriations

Approve purchase of Microsoft Surface, keyboard and docking stations in an amount not to exceed \$2,000, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Client Service Contract #1412-23677 with Department of Social & Health Services for parenting instruction and authorize Chair to sign

Approve reduction of Melissa Sexton, Human Services Program Specialist to 0.75 FTE, effective October 1, 2014

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve Homeland Security Grant Agreement #E15-096 with WA State Military Department and authorize Chair to sign

Approve Intergovernmental Agreement #E15-008 with WA Military Department and authorize Chair to sign

Approve Emergency Management Performance Grant Contract #E15-134 with the Washington State Emergency Management Division and authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve appointment of Lenora Tanaka, to the vacant position on the Fair Board, effective immediately

Approve the appointment of Frank Glenn, IV to the vacant position on the Flood Control Advisory Board, effective immediately

ITEMS REGARDING GENERAL BUSINESS

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

Approve regular meeting minutes of September 23, 2014

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

Adopt Resolution 2014-041 authorizing budget category appropriation transfer

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

**Approve Vendor Claims, subject to adequate budget appropriations
Warrants Numbered 124195 thru 124304 - \$225,174.13**

**Adopt Resolution 2014-042 amending the budget calendar for fiscal year
2015 and rescinding Resolution 2014-030**

RECESS – 9:17AM

EXECUTIVE SESSION

9:20am-9:35am

RCW 42.30.11 (1)(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to [RCW 42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(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 – 9:46AM

Chairman Rogers announced that no decision was made from the Executive Session.

RECESS – 9:46AM

BACK IN SESSION – 10:15AM

PUBLIC DE NOVO APPEAL HEARING

ATTENDANCE: Commissioner Rogers, Commissioner Wolfe, Community Development Director Faith Taylor-Eldred, Planner Matt Reider, Code Enforcement Officer Will Hamlin, Curt & Melissa Burch-Hutton, Ann LeFors, Nan Malin, Sydney Stevens, and Greg Rogers

Hearings Examiner Mike Turner opened the public de novo appeal hearing pertaining to the Short Term Vacation Rental Administrative Decision No. PL140130LB. Mr. Turner announced that due to conflicts that the County Commissioners have, he would be hearing the appeal as filed by Sydney Stevens. No objections were expressed.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

Matt Reider was sworn in and provided an overview of the application submitted by the Hutton's. The Hearings Examiner asked if he would like his staff report to be adopted into the record and he indicated yes.

Curt & Melissa Burch-Hutton were sworn in and indicated they would like to have their previous testimony adopted into the record. They provided an overview of their history and involvement in the community. Ms. Burch-Hutton read a letter into the record. Mr. Hutton provided a map/diagram of those in opposition and those in favor of their application.

Nan Malin was sworn in. Ms. Malin noted she lives in Seaview and is opposed to the granting the application. She read a letter into the record and provided a copy to the Hearings Examiner.

The Hearings Examiner swore in Sydney Stevens, Appellant. Ms. Stevens indicated she is a full time resident on Oysterville and read a letter into the record. She provided the letter to the Hearings Examiner.

Ann LeFors was sworn in and she read a letter into the record. The letter was provided to the Hearings Examiner.

Mr. Hutton addressed concerns that were raised by the appellant. He also provided a copy of the Oysterville Church guest book, there were approximately 2,300 signatures. He provided copies to the Hearings Examiner.

Ms. Burch-Hutton read e-mails into the record from a historic preservation employee and also from Chris Moore. Mr. Hutton read an e-mail into the record from Ann Kepner, which granted the Oysterville Design Review Board approval.

The Hearings Examiner closed the public input portion of the hearing. He then continued the hearing to November 10, 2014 at 10:30am at which time a decision would be rendered. Any written testimony would be received until 4:00pm on October 31, 2014.

CONTINUED PUBLIC HEARING – 11:00 AM *(or as soon thereafter as possible)*

At approximately 11:37AM, Chairman Rogers opened the continued the public de novo appeal hearing regarding the Bogar/Mayko variance appeal.

Chairman Rogers announced the hearing would be continued until 10:00AM on Monday, November 10, 2014.

MEETING CLOSED – 11:38 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PROCEEDINGS

9:00 AM
Tuesday, October 28, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER –10:00AM

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Andree Harland, Public Works Accounting Manager
Faith Taylor-Eldred, Community Development Director
Megan McNelly, Executive Assistant
Will Hamlin, Code Enforcement Officer
Monte Givens, Building Inspector
Jeannie Briscoe, Administrative Asst. II
David Burke, Prosecuting Attorney

GENERAL PUBLIC IN ATTENDANCE

Mike Williams, Chinook Observer (*recorded meeting*)
Pat Myers-Willapa Harbor Herald (*recorded meeting*)
Steven Clark, Valley View
Dr. Tre Normoyle, Valley View
Commission Shulte, Lewis County

PRESENTATION

Commissioner Lisa Ayers presented the Environmental Health Director of the Year to Faith Taylor-Eldred, Community Development Director. The award is recognized statewide.

PUBLIC COMMENT

Steven Clark and Dr. Tre Normoyle introduced themselves and presented information on their preventative program on depression. They were seeking matching funds in the amount of \$50,000 to get the program started in Pacific County.

Commissioner Shulte stated Lewis County has this program and implemented the 1/10th of 1% tax to help with the funding.

The Commissioner thanked them for coming and presenting the information and would have Kathy Spoor, County Administrative Officer meet with them to discuss further.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

CONSENT AGENDA (Items 1-6)

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

Health & Human Services Department

**Approve Amendment #17 to Consolidated Contract #C16896 with WA State
Department of Health**

**Approve Amendment #1 to Contract #1363-90025-01 with DSHS Division
of Behavioral Health & Recovery**

General Business

**Approve the 27th Annual Derald D. Robertson Safety Awards to be presented
at the October 29, 2014 ceremony**

**Approve Amendment #1 to Contract for Services with Crisis Support
Network**

**Acknowledge receipt of Claim for Damages #2014-10-01; refer to Risk
Manager**

**Vendor Claims:
Warrants Numbered 124305 thru 124396 - \$627,977.81**

YEARS OF SERVICE

15 Years
Denise Rowlett (Sheriff's Office)
Heidi Harvill (Sheriff's Office/Dispatch)

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

**Approve Lease Agreement with Olympic Region Clean Air Agency
(ORCAA) and authorize Chair to sign**

ITEMS REGARDING COUNTY FAIR

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

**Approve Winter Storage Rental Agreements and authorize Chair to
sign**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve Notice of Intent for membership in the Regional On-Site Sewage System Repair/Replace Loan Program and authorize Chair to sign

Approve issuance of Request for Proposal for installation of an emergency eye wash/shower for the Household Hazardous Waste facility

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve School Nurse Services Contract with Ocean Beach School District for school year 2014-15

Approve request for exception to Travel Expense Policy and authorize the purchase of 25 lunches not to exceed \$250, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve re-appointment of Bob Hall to another seven year term on the Timberland Regional Library Board of Trustees

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2014-043 authorizing budget category appropriation transfer

Approve authorization to reconvene the 2014 Session of Board of Equalization to hear property tax appeals

ITEMS REGARDING AUDITOR'S OFFICE

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

Approve exception to Personnel Policy and authorize Leave Credit Transfers and assign expiration date of January 31, 2015

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

**Vendor Claims, subject to adequate budget appropriations
Warrants Numbered 124397 thru 124498 - \$280,379.85**

EXECUTIVE SESSION - None

MEETING CLOSED – 9:30AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PROCEEDINGS

9:00 AM
Monday, November 10, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:04AM

Steve Rogers, Chair
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Wayne Leonard, Juvenile Court Administrator
Mary Goelz, Health & Human Services Director

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Gerry Amacher

PUBLIC COMMENT - None

Chairman Rogers indicated that due to the absence of Commissioner Ayers, he will be seconding motions out of necessity

CONSENT AGENDA (Items 2-3)

Commissioner Wolfe requested Consent Agenda Item #1 be removed from the Consent Agenda

It was moved by Wolfe, seconded by Rogers and carried by a vote of 2-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

General Business

Approve payroll of October, 2014; total # of employees: 192; total payroll: \$771,087.11

Vendor Claims

Warrants Numbered 124499 thru 124637 - \$238,540.54

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

Approve Amendment #1 to the 2014 Maintenance and Operation Contracts pertaining to Bruceport Park and Bush Pioneer Park - **DEFERRED**

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

Acknowledged notice of probation completion for Kurt Clements and approve monthly stipend in the amount of \$400 for additional responsibilities

Approve request from Alliance for a Better Community for surplus desktop computer workstations in accordance with Personal Property Inventory Procedures

Award roof projects at the Long Beach and North Cove radio sites to Dr. Roof, Inc., as the best and most responsive bidder for the roof replacement project in the amount of \$15,472.54, including WA State sales tax, subject to adequate budget appropriations *(One other bid was received from Coastline Roofing, of Raymond in the amount of \$21,500)*

Approve Communications Facility Use Agreement with Columbia River Bar Pilots for use of the Megler Site

Adopt Resolution 2014-044 establishing department Organization Chart in accordance with WAC 136-50-051

Approve set up of government purchasing account with Apple Inc. and authorize Computer Services Supervisor to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve County Program Agreement #1463-23730 with Department of Social and Health Services to provide parenting classes and authorize Chair to sign

ITEMS REGARDING JUVENILE COURT SERVICES

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

Authorize advertising of vacant Probation Officer position if resignation is received within 30 days from Paul Wirkkala and return with request for hire (Paul Wirkkala's resignation was submitted on November 14, 2014, effective November 30, 2014)

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2014-045 authorizing budget category appropriation transfer

Accept fy2015 funding recommendations from Lodging Tax Advisory Committee

Adopt Resolution 2014- 046 establishing the Public Records Coordinator job description and appoint Sarah Bottoms to position, Grade 10 Step 3, effective January 1, 2015 at 0.8 FTE, subject to adequate budget appropriations

**Vendor Claims, subject to adequate budget appropriations
Warrants Numbered 124638 thru 124749 - \$309,660.76**

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Award call for bids for the Exterior Wall Siding Replacement Project of the Courthouse Annex to John Lupo Construction as the best and most responsive bidder in the amount of \$14,445.20 including WA State sales tax and acknowledge the possible need for a supplemental if a change order is required, price does not include painting (*Other bids received from Coastline Roofing in the amount of \$14,738.96 and from Dr. Roof Inc. in the amount of \$22,298.43*)

EXECUTIVE SESSION

9:20AM for 30 minutes

RCW 42.30.11(1) (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

(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 – 10:09AM

Chairman Rogers reconvened the meeting and announced that no decision was made in the Executive Session.

CONTINUED DE NOVO APPEAL HEARING – Bogar/Mayko

ATTEND: Chairman Rogers, Commissioner Wolfe, and Commissioner Ayers (via telephone) **OTHERS:** Bob Bogar, Mark and Patricia Mayko, Sydney Stevens, Ann LeFors/Skelton, Dick Sheldon

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

Chairman Rogers opened the continued de novo appeal hearing as filed by Bob Bogar on behalf of Mark and Patricia Mayko.

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

Adopt Findings of Fact #1-22, Conclusions of Law #1-7, and the Decision that the applicants have failed to meet their burden of proving that all six of the required variance criteria have been met as set forth in Section 3.J of Critical Areas and Resource Lands Ordinance No. 147 and deny the proposed variance.

Chairman Rogers closed the continued hearing.

CONTINUED DE NOVO APPEAL HEARING – Stevens

ATTEND: Hearings Examiner-Mike Turner, Chairman Rogers, Commissioner Wolfe, And Community Development Director-Faith Taylor-Eldred **OTHERS:** Kurt and Melissa Burch-Hutton, Sydney Stevens, Ann LeFors/Skelton, and two other members of the general public

Hearings Examiner, Mike Turner opened the continued de novo appeal hearing as filed by Sydney Stevens.

Approved the special use permit for short term vacation rental as applied for by Kurt and Melissa-Burch Hutton; adopt Findings of Fact #1-24, Conclusions of Law #1-9, with Conditions #a-i

MEETING CLOSED – 10:32AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

OTHER BUSINESS FOR FILING

Notes from Tokeland Community Forum held on November 10, 2014

Notice of marijuana retailer license approval from WA State Liquor Control Board for Mr. Doobees, Raymond

Copy of Release and Hold Harmless Agreement with Northwest Surety LLC filed this date

DRAFT



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:
 11/25/14

AGENDA REQUEST FORM

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

Agenda Item #: 7

BOCC ACTION: APPROVED DENIED Initial: _____ Date: _____

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 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):
OFFICIAL NAME & TITLE: Mike Collins, Director of Public Works/Engineer	PHONE / EXT:
SIGNATURE: <i>Michael Collins</i>	DATE: 11/18/14
NARRATIVE OF REQUEST	
Please consider request by Matt Jordan for a 6 month leave of absence for the approximate dates of May 1, 2015 through November 1, 2015, as stated in attached letter.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

November 3rd 2014

To Whom It May Concern:

The purpose of this letter is to formally request a leave of absence from Pacific County DPW per section 26 of collective bargaining agreement.

In an attempt to make my general contracting and forestry business more viable and possible full time employment I would like 6 months leave of absence from approx. dates May 1st 2015 to November 1st 2015.

Thank you for your consideration,

Matt T. Jordan
Road Maintenance Technician II
Raymond Shop Facility



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

REQUESTED MEETING DATE:

AGENDA REQUEST FORM

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

Agenda Item #: 8

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

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 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): ER&R
OFFICIAL NAME & TITLE: Mike Collins	PHONE / EXT:
SIGNATURE: <i>Michael Collins</i>	DATE: 11-19-14
NARRATIVE OF REQUEST	
<p>For the Boards consideration, please approve the attached quote for Networkfleet Hardware and Service (GPS system) through Verizon. This is a NJPA bid proposal. This is a one year (12 month) contract providing GPS hardware and monitoring for 75 units to include DPW, Health, Assessor and DCD vehicles. A one time installation cost of \$24,000 will be paid out of Fund 502 and allocated proportionately to each vehicle and the monthly monitoring cost of \$19.95 or \$23.95 will be assessed to the vehicle. Both these expenditures were considered when setting the proposed flat rates and will be absorbed by the ER&R rates proposed for 2015 budget.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Networkfleet NJPA Hardware & Service Order

Networkfleet's NJPA Contract #051613-NWF

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Order Information			
Date	October 21, 2014	Order Type	New Business
Purchased Type	Purchase	Pricing Set-Up	Account Level
Term	12 Months	Customer #	PACI014
Contract Type	NJPA Contract #051613-NWF	Account Sub Type	PUBLIC SECTOR
PO #		Sales Contact	Nicholas Tsaloufis 408 402 2209 ntsaloufis@verizon.com

Company Information		Accounts Payable	
Company Name	Pacific County Public Works	Name	
DBA		Phone	
Address		Email	
City		Fleet Website User	
State		Main User Name	
Zip		Main User Email	
Country			
Time Zone			

Products & Services				
Item Description	Code	Qty	Unit Price	One Time Total/ Monthly Recurring Total
5500N3VD GPS Diagnostics	5500N3V D	49	\$255.00	\$12,495.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	Parts047	42	\$35.00	\$1,470.00
6-pin Heavy Duty Harness (5500/5200)	Parts043	5	\$35.00	\$175.00
9-pin Heavy Duty Harness with Square Flange (5500/5200)	Parts044	2	\$35.00	\$70.00
5200N3VD GPS	5200N3V D	26	\$175.00	\$4,550.00
Universal Harness (5200)	Parts046	26	\$10.00	\$260.00
Base Installation - Plug/Play or 3 Wire	I- INSTALL- UNIT	75	\$65.00	\$4,875.00
5500 monthly service fees	5500MS	49	\$23.95	\$1,173.55
5200 monthly service fees	5200MS	26	\$19.95	\$518.70

Total One Time Purchase	\$23,895.00
Total Monthly Recurring	\$1,692.25

Additional Terms & Conditions

Shipping Procedures	
UPS Shipping Method	

Notes:
 Shipping and/or applicable taxes are not included in the above pricing. Any applicable shipping and taxes will be applied to your invoice. If Purchase Type above is Bundled, ground shipping is included in the above Unit Price and applicable taxes for any Hardware items in the Bundle will be applied on the first invoice. Applicable Taxes for service items will be billed monthly.
 Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their Self Service Portal (SSP) after device activation and registration.

Ship to Address #1	
Company	
Contact	
Street Address	
City	
State	
Zip	
Country	
Phone	
Items to ship to this address:	

Payments Information		Tax Information	
Credit Card Type		Tax ID	
Credit Card #		If Tax Exempt check box and provide State Tax Exempt form to: nwftaxexempt@verizon.com	
Credit Card Expiration mm/yy			
Cardholder Name			
Request for Credit Terms			

Terms and Conditions
<p>This order is pursuant to the Terms and Conditions of Networkfleet's NJPA Contract #051613-NWF and the attached Participation Agreement. No other terms and conditions apply. If provides a Purchase Order, the Purchase Order number will be used for reference purposes only on any invoice from Networkfleet and any terms and conditions contained on the Purchase Order are reject, void and of no force and effect. By providing your electronic signature that Networkfleet is authorized to charge the credit/debit card provided on this order form, or to charge the credit/debit card already on file, on a periodic basis for the amount due under Pacific County Public Works's account with Networkfleet. For existing Networkfleet Customers, the credit/debit card number provided on this order form will replace any previously provided credit/debit card. You acknowledge, guarantee, and warrant that you are the legal card holder for the credit/debit card provided and that you are legally authorized to enter into a recurring billing arrangement with Networkfleet. If no credit card/debit card is provided on this order form or has been previously provided, then subject to a credit review, Networkfleet may grant credit terms. You will be notified separately by Networkfleet of your credit terms if granted. You understand that in order to make any alternate payment arrangements, you will contact Networkfleet in writing at accountsreceivable@networkfleet.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require Networkfleet's written consent. This order is subject to acceptance by Networkfleet and is not binding on Networkfleet until it has been accepted by Networkfleet by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Pacific County Public Works has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Pacific County Public Works has authority to do so, and that Pacific County Public Works agrees to all of the terms and conditions Networkfleet's NJPA Contract #051613-NWF and the attached Participation Agreement and agrees that this order is subject solely to the terms and conditions of Networkfleet's NJPA Contract #051613-NWF and the attached Participation Agreement.</p>

Customer Signature	
Name	
Sign Here	
Title	
Email	
Date	



NETWORKFLEET NJPA PARTICIPATION AGREEMENT

This NJPA Participation Agreement (hereinafter referred to as the "Agreement" or the "Terms and Conditions") governs the purchase and use by Customer ("Customer" or "You") of the Networkfleet products and services purchased under NJPA Contract No. 051613-NWF ("NJPA Contract"). You will be required to agree to these Terms and Conditions by either providing an electronic signature as part of completing an electronic Order Form or by signing an Order Form for Networkfleet products and services. If you do not agree to these Terms and Conditions you may not order Networkfleet products or services.

ARTICLE 1: THE COMPLETE AGREEMENT

This Agreement shall consist of the documents listed below in order of precedence:

1. The text of this NJPA Participation Agreement.
2. The terms of an Accepted Order Form
3. The terms and Conditions as stated in the contract between the National Joint Powers Alliance and Networkfleet, Inc. (Contract No. 051613-NWF).

ARTICLE 2: DEFINITIONS

When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"*Accepted Order Form*" means an Order Form which has been executed by Customer and accepted by Networkfleet.

"*Confidential Information*" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"*Customer Website Pages*" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"*Devices*" means the Networkfleet wireless device or devices identified on an Accepted Order Form.

"*Fees*" mean the Device and accessory purchase prices, Device and accessory shipping fees, Device installation fees, the Networkfleet Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.

"*Order Form*" means the order form provided by Networkfleet to Customer, pursuant to which Customer orders Devices, and/or Networkfleet Services.

"*Networkfleet Services*" means the services offered hereunder by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; and (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form.

"*Networkfleet Website*" means the Networkfleet website currently located at www.networkfleet.com.

"*Service Partners*" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"*Vehicle*" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

ARTICLE 3: ORDERS, DELIVERY AND ACCEPTANCE

Customer may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without Networkfleet's written consent and any such actions by Customer will be of no effect. The delivery by Networkfleet to Customer of an Order Form does not constitute an offer and all orders are subject to acceptance by Networkfleet either in writing, electronically or by shipping the Devices. Networkfleet will deliver to Customer the Devices FOB delivery point through a common carrier, and the risk of loss for such Devices will pass upon delivery to the common carrier. Devices will be deemed accepted by Customer upon delivery to the common carrier.

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Customer will be responsible for any claims against the carrier arising from or relating to shipment. Networkfleet will provide reasonable assistance to Customer in connection with any such claims.

ARTICLE 4: NETWORKFLEET LICENSE

During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non-exclusive, non-transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions.

ARTICLE 5: INSTALLATION SERVICES

If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device.

ARTICLE 6: TRAINING AND SUPPORT

(a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the Networkfleet Services and will require such coordinator(s) to participate in the Device and Networkfleet Services training provided from time to time by Networkfleet. (b) During the time Customer is entitled to receive Networkfleet Services, and subject to Article 9 (Exclusions), Networkfleet or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Networkfleet Services during Networkfleet's regular working hours. Customer may call Networkfleet or its designee at (866) 227-7323 or e-mail inquiries to care@networkfleet.com for support services.

ARTICLE 7: CUSTOMER OBLIGATIONS

Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website.

ARTICLE 8: LIMITED WARRANTY

(a) Networkfleet warrants to Customer that, for a period following the initial activation of a Device which has been purchased new from Networkfleet by Customer on or after April 1 2013, which is the greater of either: (i) three (3) years; or (ii) such period of time as the Customer has continuously paid (without any late or missed payments) for Networkfleet Services for the Device; the Device (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications.

(b) For an Asset Tracker Device, Networkfleet warrants to Customer that for a period of three (3) years from initial activation, and excluding the battery, that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications.

(c) Networkfleet warrants to Customer that for a period of one (1) year from the date of shipment, all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications.

(d) Networkfleet warrants to Customer that for a period of one (1) year (unless Customer has purchased an extended installation warranty) from completion of any installation services that are provided by Networkfleet, such installation services will be free from defects in workmanship. Networkfleet warrants to Customer that, for a period following the completion of any extended warranty installation services that are provided by Networkfleet, which is the greater of either: (i) one (1) year; or (ii) such period of time as the Customer has continuously paid (without any late or missed payments) for the extended warranty installation service, such extended warranty installation services will be free from defects in workmanship.

(e) Networkfleet warrants to Customer that, for a period of three (3) years following the initial activation of a Device which has been purchased new from Networkfleet by Customer between May 1, 2010 and March 31, 2013, the Device will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications.

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(f) Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. The warranty policies can be found at <http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf>. Subject to Article 9 (Exclusions), and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.

(g) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

ARTICLE 9: EXCLUSIONS

The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet or a Service Partner); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

ARTICLE 10: DISCLAIMER OF WARRANTIES

Except for the limited device and installation warranty set forth in Article 8 (Limited Warranty), Networkfleet and the Service Partners make no warranty or guarantee of any kind with respect to the devices and the Networkfleet services. To the fullest extent permissible by applicable law, Networkfleet and the Service Partners disclaim all representation and warranties of any kind, express or implied, including, but not limited to: implied warranties of noninfringement, merchantability, and fitness for a particular purpose; and any implied warranty arising from course of performance, course of dealing or usage of trade. Networkfleet and the Service Partners do not warrant that the receipt of data mapping information, and other content from the devices will be available at all times, at all geographic locations, uninterrupted or error-free, or that the transmission of data, mapping information, and other content from Networkfleet to Customer or to the Customer website pages will always be accurate, timely or complete.

ARTICLE 11: FEES AND PAYMENT TERMS

(a) Unless otherwise provided in an Accepted Order Form, or by written agreement between Networkfleet and Customer: (i) Device and accessory purchase prices and shipping fees are invoiced upon delivery of the Device and/or accessory, as applicable, to the common carrier for shipment to Customer; (ii) the Device installation fee is invoiced upon completion of installation; (iii) the Network Services fee for a Device (including additional extended installation warranty fee) begins at the time of activation of the Device and is invoiced monthly in advance; and (iv) the monthly bundled rate for a Device is invoiced monthly in advance on the first of the month following the month the Devices are shipped ("*Bundled Billing Start Date*") (b) Unless otherwise provided in an Accepted Order Form, or by written notice by Networkfleet to Customer (which notice cannot provide for a payment date prior to the invoice date), payment of all fees must be made automatically via credit or debit card or ACH on the invoice date. Customer is responsible for providing updated payment authorizations if payment information changes and failure to do so may result in a suspension or termination of Networkfleet Services. (c) All other fees are due and payable as set forth in the Accepted Order Form. (d) Fees do not include applicable taxes and surcharges. Networkfleet may charge, and Customer agrees to be responsible for, and pay at the same time as Fees are paid, applicable state and local sales taxes and other government mandated fees in connection with the sale of the Devices and Networkfleet Services, unless Customer has provided satisfactory certificates or other evidence of exemption. (e) In addition to Networkfleet's other rights and remedies, Networkfleet shall have the right to charge interest on all delinquent Fees from the due date at the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law. Networkfleet may accept any payment in any amount without prejudice to its right to recover the balance of the amount due.

ARTICLE 12: TERM, SUSPENSION AND TERMINATION

(a) The term is identified on the Accepted Order Form. If the term identified on the Accepted Order Form expires prior to the expiration or termination of Networkfleet's NJPA Contract, then upon expiration of the term identified on the Accepted Order Form, Networkfleet shall continue to provide the Service on a month-to-month basis until either party elects to terminate, or the Agreement is otherwise terminated, as set forth herein. However, in no event shall the term of this Agreement exceed the expiration or termination of Networkfleet's NJPA Contract. If the term identified on the Accepted Order Form expires after the expiration or termination of Networkfleet's NJPA Contract, this Agreement will expire at the end of the term identified on the Accepted Order Form. (b) Either party may terminate its obligations pursuant to an Accepted Order Form by giving written notice to the other party: (i) immediately if the other party breaches its obligations under an Accepted Order Form or these Terms and Conditions and fails to cure such breach within ten (10) days after receipt of notice for payment breach or within thirty (30) days after receipt of notice for all other types of breaches (or such later date as may be specified in the notice); or (ii) without cause with sixty (60) days' advance written



notice. If notice of breach is sent by Networkfleet, during the notice or cure period Networkfleet may suspend Customer's access to and use of the Customer Website Pages and/or Networkfleet Services with respect to all Customer Devices, without incurring any liability whatsoever, until the breach is cured, and Customer shall remain liable for all applicable Fees while access and use are suspended. (c) Networkfleet may terminate its obligations pursuant to an Accepted Order Form immediately and without limiting its other rights or remedies available at law or in equity if Customer breaches its obligations under an Accepted Order Form or these Terms and Conditions and was sent a prior notice of breach during the preceding twelve (12) months, such termination to be effective on the date specified in the notice or the date of the notice, if no effective date is specified. (d) In the event that Networkfleet terminates its obligations under an Accepted Order Form pursuant to (b)(i) above or (c) above, or Customer terminates its obligations under an Accepted Order Form pursuant to (b)(ii) above with respect to a bundled Device prior to the term identified on the Accepted Order Form with the start of the term being equal to the Bundled Billing Start Date as defined in Article 11(iv) (Fees & Payments), with respect to such Device, Customer shall pay to Networkfleet as liquidated damages, and not a penalty, a fee equal to the Service Fees that Customer would have paid with respect to such Device absent such termination for the remainder of the term identified in an Accepted Order Form, or seventy-five dollars (\$75.00), whichever is greater. (e) If the obligations of either party pursuant to an Accepted Order Form are terminated for any reason in accordance with this Article 12, the Networkfleet Services will terminate effective as of the date of the termination; Customer will pay to Networkfleet any Fees for Devices received or Networkfleet Services provided prior to the effective date of the termination; and the parties' respective rights and obligations under Article 10 (with respect to payment obligations), 11, 13, 14, 15, 16, 18, 19, 20 and 21 of these Terms and Conditions will survive.

ARTICLE 13: INDEMNIFICATION

To the extent permitted by State law, Customer will defend, indemnify and hold Networkfleet and the Service Partners, and their respective affiliates, officers, employees and agents, harmless from and against any and all third party claims and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses (including reasonable attorneys' fees) resulting from (i) Customer's breach of its obligations under an Accepted Order Form or these Terms and Conditions; (ii) a claim that Customer or its personnel violated applicable state or federal laws or regulations in its possession, distribution, installation or use of the Devices, the Networkfleet Services or the Networkfleet Website; or (iii) a claim for libel, slander or any property damage, personal injury or death arising in any way from, directly or indirectly, Customer's use, failure to use, or inability to use the Devices, the Networkfleet Services or the Networkfleet Website except to the extent such claim was caused by Networkfleet's gross negligence or willful misconduct. Customer must consult with and get prior written consent from Networkfleet prior to settling any such claim which would bind Networkfleet to pay unreimbursed monies, admit guilt or wrongdoing on the part of Networkfleet, or which would otherwise materially prejudice Networkfleet. Networkfleet shall also have the right to participate in the investigation, defense and settlement negotiations of any such claim with separate counsel chosen and paid for Networkfleet. If, in Networkfleet's determination, Customer fails to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim and Customer shall reimburse Networkfleet for all associated costs, expense, awards, and/or amount of settlements.

ARTICLE 14: LIMITATION OF LIABILITY

(a) Neither Party, nor the Service Partners will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that Party is informed that those damages may occur. Networkfleet's and the Service Partners' cumulative liability under any legal theory shall not exceed the amount paid to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim. The foregoing limitations shall not apply to liability of either Party arising under Article 13 (Indemnification), Article 15 (Confidentiality) and/or Article 16 (Proprietary Rights). Some states do not allow the exclusion or limitation of incidental or consequential damages, so those particular limitations may not apply to you. (b) Without limiting the foregoing, Networkfleet and the Service Partners are not responsible for liabilities of any kind resulting from delays in delivery, installation or providing Networkfleet or other services, regardless of the cause of the delay. Customer understands and agrees that Networkfleet and the Service Partners cannot guarantee the security of wireless transmissions, and they shall not be liable for any damages of any kind resulting from an alleged or actual lack of security relating to Customer's use of the Networkfleet services. (c) Customer understands and agrees that (i) the device is a wireless device and that the Networkfleet services work by using wireless communications networks to connect the devices with Networkfleet's data center and by using GPS (Global Positioning System) to determine a vehicle's location; (ii) the Networkfleet services will not operate unless a vehicle is in an area that has adequate wireless communications coverage and, even if a vehicle is in such area, the Networkfleet service is subject to wireless service network and transmission limitations and may be adversely affected by terrain, signal strength, weather and atmospheric conditions, or other thing that Networkfleet and the Service Partners do not control; and (iii) information about a vehicle's location will not be available unless the device in the vehicle is able to receive GPS signals.

ARTICLE 15: CONFIDENTIALITY

Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against

unauthorized use or disclosure, but in no event will the Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; or (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Article 15 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

ARTICLE 16: PROPRIETARY RIGHTS

Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at <http://www.globexplorer.com/legal-notices.shtml>.

ARTICLE 17: MODIFICATIONS; WEBSITE MAINTENANCE

Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability. Customer understands and agrees that the Networkfleet Website contains functionality permitting changes to Customer's account, including changes which may affect the monthly charges for the Service or other fees payable to Networkfleet. Customer shall be responsible for all charges resulting from actions initiated through its access to the Networkfleet Website.

ARTICLE 18: DATA

Customer represents and warrants that it has all rights and authority with respect to the data Networkfleet and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("**Business Data**") necessary to grant the rights and approvals set forth in this Agreement and that Customer approves and grants to Networkfleet, its affiliates and the Service Partners the nonexclusive, perpetual license and right to collect, access and use Business Data from Customer and its Vehicles and Devices, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties; provided, however, that except as may be required under applicable law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

ARTICLE 19: SERVICE PARTNERS

Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and, the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are third party beneficiaries of

Proposal Opening Witness

Date of opening: May 16, 2013

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #051613 for the procurement of FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS by NJPA and NJPA Members.

Proposals are evaluated first on responsiveness then on the other criteria included in the RFP. Responsiveness consists of the following criteria:

1. Was the response received prior to the deadline of submission?
2. Was the response properly packaged and addressed?
3. Did the response contain the proper bid bond?
4. Did the response include documents with original signatures that were required?

Responses were received from the following:

Agile Access Control Inc. – received 5/13/13 at 11:39am
Bidder deemed responsive

Assetworks, Inc. – received 5/14/13 at 12:03pm
Bidder deemed responsive

Cal Amp Wireless Networks – received 5/14/13 at 10:36am
Bidder deemed responsive

Invers Mobility Solutions Inc. – received 5/13/13 at 11:39am
Bidder deemed responsive

LHP Telematics LLC – received 5/15/13 at 12:20pm
Bidder deemed responsive

Multi Force Systems Corporation – received 5/14/13 at 12:03pm
Flash Drive empty
Certificate of Insurance missing

National Products, Inc. – received 5/15/13 at 12:20pm
Bidder deemed responsive

Networkfleet – received 5/15/13 at 11:07am
Bidder deemed responsive

RouteMatch Software, Inc. – received 5/15/13 at 11:07am
Bidder deemed responsive

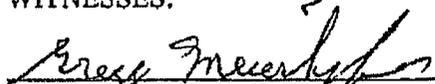
Syn-Tech Systems, Inc. FuelMaser – received 5/14/13 at 10:36am
Bidder deemed responsive

TeMcDa LLC – received 5/15/13 at 12:20pm
Bidder deemed responsive

Utilimarc, Inc. – received 5/15/13 at 12:21pm
Bidder deemed responsive

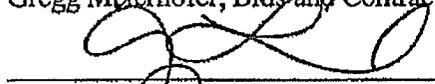
Zonar Systems, Inc. – received 5/7/13 at 11:27am
Bidder deemed responsive

WITNESSES:



Gregg Meyerhofer, Bids and Contracts Officer, NJPA

5/16/13



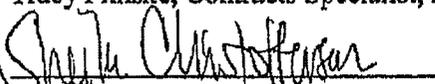
Ginger Line, Contracts Specialist, NJPA

5/16/13



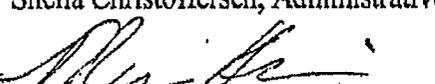
Tracy Plinske, Contracts Specialist, NJPA

5/16/13



Sheila Christoffersen, Administrative Specialist, NJPA

5/16/13



Maureen Knight, Contracts and Compliance Manager, NJPA

5/16/13



Paul Anderson, Contract Manager, NJPA

5/16/13





Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 051613 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

Network Fleet

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be July 16, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Chad Coquette
(Name printed or typed)

Awarded this July 16 day of 2013 NJPA Contract Number # 051613-NWF

NJPA Authorized signature:

NJPA Board Member

Scott Verone
(Name printed or typed)

Executed this July 16 day of 2013 NJPA Contract Number # 051613-NWF

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____

(Name printed or typed)

Title: _____

Executed this _____ day of 20 _____ NJPA Contract Number # 051613-NWF

Formal Offering of Proposal
(To be completed Only by Proposer)



FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS,

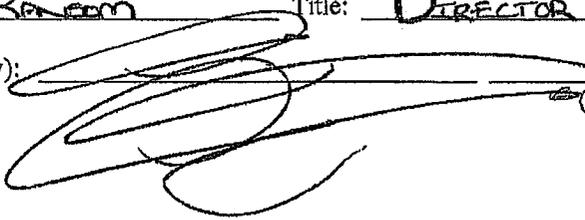
In compliance with the Request for proposal (RFP) for "FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: NETWORKEEET Date: 5/13/13

Company Address: 6363 GREENWICH DR.

City: SAN DIEGO State: CA Zip: 92122

Contact Person: CHRIS RANCOM Title: DIRECTOR OF SALES ENGINEERING

Authorized Signature (ink only):  CHRIS RANCOM
(Name printed or typed)



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:
November 25, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCCA ACTION: APPROVED DENIED

Initial: _____ Date: _____

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 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: <i>Michael Collins</i>	DATE: 11-18-14
NARRATIVE OF REQUEST	
Attached for your review and execution is a resolution approving temporary closure of 245th Street from State Route 103 to P Street for construction of watermain intertie for North Beach Water District.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. _____

IN THE MATTER OF TEMPORARY CLOSURE OF 245TH STREET – ROAD NUMBER 24340 FROM MP 0.00 (STATE ROUTE 103) TO MP 0.04 (P STREET) FOR CONSTRUCTION OF WATERMAIN INTERTIE FOR NORTH BEACH WATER DISTRICT

WHEREAS, North Beach Water District has requested a temporary road closure for construction of the water main intertie; and

WHEREAS, closure of 245th Street from State Route 103 to P Street would allow additional room for the boring machine for this construction; and

WHEREAS, alternate accesses are available from the North/South/East to 245th Street; and

WHEREAS, the closure is expected to begin Monday, December 1st and conclude Friday, December 5th and will not be open to traffic at the conclusion of each work day; and

WHEREAS, the contractor will provide advance notice to the traveling public of the closure and temporary access to the one residence in the vicinity; now therefore

BE IT HEREBY RESOLVED the temporary closure of 245th Street from State Route 103 east to P Street is approved from December 1st to December 5th for construction of watermain intertie for North Beach Water District; and

BE IT FURTHER RESOLVED that advanced notice will be posted in the vicinity of the project.

PASSED by the following vote this _____ date of _____, 20_____ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner



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

REQUESTED MEETING DATE:
 11/25/2014

Res. 2010-013 EXHIBIT A

Agenda Item #: 10

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]				
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Initial: _____		Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS				Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN		<input type="checkbox"/> DEFERRED TO: _____		<input type="checkbox"/> Risk Management
<input type="checkbox"/> CONTINUED TO DATE: _____		TIME: _____		<input type="checkbox"/> Legal
<input type="checkbox"/> 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: DEPARTMENT OF PUBLIC WORKS	DIVISION (if applicable): TELECOMMUNICATIONS
OFFICIAL NAME & TITLE: NICK MILTON, ASSISTANT TELECOM ENGINEER	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 11-25-2014
NARRATIVE OF REQUEST	
<p>Attached for the Board's consideration is renewed lease agreement with Meredith Corporation for facility use at Megler site. This agreement is for five years and is renewable at the end of five years. The new rate is \$7133 annually which represents a ten percent increase from the previous agreement.</p>	
RECOMMENDED MOTION	

**PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT**

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities throughout the COUNTY for the usage by municipal, local, and county government, and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **MEREDITH CORP**, (hereinafter called **MEREDITH**), this 1st day of January, 2015.

WITNESSETH: The parties hereto for consideration hereinafter mentioned, covenant and agree as follows:

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this agreement and is renewable, upon agreement by both parties at the end of this term.

2. **TERMINATION**: The Use Agreement may be cancelled by either party if the other party fails to timely cure an Event of Default under Section 3. In addition, either party may unilaterally terminate this agreement by giving the other party sixty (60) days prior notice of termination.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE**: If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if **MEREDITH** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within ten (10) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such ten day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such ten day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within thirty (30) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** **MEREDITH** shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be prepaid by the date of January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.

5. **RATES:** At the end of the first five years of this Use Agreement, the COUNTY shall review the rates and make adjustments as appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty-five (25%) percent.

6. **INDEMNIFICATION:** In accepting this Agreement, **MEREDITH**, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of **MEREDITH** or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, **MEREDITH**, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

7. **INSURANCE:** **MEREDITH** shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. **MEREDITH** must name the COUNTY as an additional insured. **MEREDITH** shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. **MEREDITH** agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that

MEREDITH's liability insurance policy shall so state. **MEREDITH** 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.

8. **PREMISES:** The COUNTY shall provide **MEREDITH** tower and shelter space, environmental control, HVAC and electrical service equipment, in addition to fenced security and access to the facility. **MEREDITH** shall establish an account with Pacific County Public Utility District #2 for delivery and metering of electric energy at the Megler Site. Facilities covered by this Use Agreement, and reserved for **MEREDITH's** exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude (Megler Site).
9. **EQUIPMENT:** **MEREDITH** shall install and maintain equipment using good communication practices and in accordance with all applicable codes. **MEREDITH** shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement.
10. **INTERFERENCE:** **MEREDITH** shall provide all necessary equipment to eliminate any interference to existing site users from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on **MEREDITH's** equipment, **MEREDITH** shall cooperate; however, **MEREDITH** shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment first installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference

mitigating methods must be employed. The COUNTY has approved the equipment described in Exhibit A attached hereto. The COUNTY retains the right to terminate transmissions by **MEREDITH** should its equipment cause interference. **MEREDITH** agrees to correct any such malfunctions or interference causing problems prior to resuming transmissions as described above.

11. **SECURITY AND MAINTENANACE**: The COUNTY shall provide reasonable security for the premises throughout the term of the Use Agreement at no additional charge to **MEREDITH**. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. **MEREDITH** shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, **MEREDITH** shall notify the COUNTY of such default and request cure within ten (10) days.
12. **IMPROVEMENTS**: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of **MEREDITH** and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then **MEREDITH** shall be entitled to terminate the Use Agreement according to Paragraph 2.
14. **TAXES**: **MEREDITH** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.
15. **OWNERSHIP OF EQUIPMENT**: All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by **MEREDITH** shall be and remain the property of **MEREDITH** and may be

removed or replaced by **MEREDITH** at any time from time to time, provided that **MEREDITH** repairs any damage caused in conjunction with such removal and replacement.

16. **ASSIGNMENTS AND SUBLETTING**: It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.
17. **ATTORNEY'S FEES**: Should any litigation be commenced by a party concerning this Use Agreement, the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party.
18. **AUTHORITY**: Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN**: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
____ day of _____, 20__.

MEREDITH CORPORATION

Signature

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586

Chairperson

APPROVED AS TO FORM:

Vice Chairman

Commissioner

ATTEST:

Clerk of the Board

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	UHF Translator Its – 1230A	\$4040.00
2	1	Transmit Antenna	\$934.00
3	1	Microwave Receiver MRC-6	\$682.00
4	1	Microwave Antenna Andrew P6-65D	\$1,288.00
5	1	Satellite Rx and Antenna	\$189.00
TOTAL ANNUAL RATE			\$7,133.00

EXHIBIT A AGREED TO:

MEREDITH INITIALS _____ DATE _____

COUNTY INITIALS _____ DATE _____

EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

The following minimum standards have been adopted for Pacific County's Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

GENERAL

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.
2. Where applicable, personnel entering a facility building shall use the security access device before entering.
3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.
4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

TOWERS

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.
2. Tower structural members shall not be drilled or punched.
3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.
4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.
5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping is not allowed.
6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.
7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.
2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.
3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.
4. Lighting arrestors are recommended at the building entrance.
5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.
6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.
7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.
8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

MEREDITH INITIALS _____ DATE _____

COUNTY INITIALS _____ DATE _____

Filed for Record at Request of:

DPW

Name Eleanor Joan Wilson

Address PO Box 1403

City and State Ocean Park, WA 98640

QUIT CLAIM DEED with COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor: Pacific County, Washington

Grantee: Eleanor Joan Wilson

Legal Description: Accretions abutting Lot 2, Block 1, Division 9, Plat of
Surfside Estates

Tax Identification No.: To be assigned

For and in consideration of the settlement of a dispute regarding the ownership of certain accreted lands, Pacific County, a Washington political subdivision, Grantor, hereby conveys and quit claims to Eleanor Joan Wilson, Grantee, subject to the covenants, conditions and restrictions contained herein, the following described real property, situated in Pacific County Washington, along with all after acquired title therein, to wit:

All those accreted lands adjacent to and abutting upon Lot 2, of Block 1, of Division 9, of the Plat of Surfside Estates, as recorded in Volume H of Plats at pages 52-54, records of Pacific County, Washington, lying west of the Line of Upland Ownership as shown on said Plat and east of the line of ordinary high tide of the Pacific Ocean (the Property”).

This conveyance and the Property is subject to the following covenants, conditions and restrictions which shall run with the Property and shall bind Grantee and Grantee's heirs, successors and assigns:

1. The Property is hereby merged with and becomes part of Lot 2, Block 1, Division A of the plat of Surfside Estates as recorded in Volume H of Plats, page 525 records of Pacific County, Washington (the "Lot") as fully and to all extent as if the Property had been included as part of the Lot when the Lot was platted without limiting the generality of the foregoing statement, the Property and the Lot will be treated as one lot for land use purposes.
2. No house or other structure may be built on the Property. No development of any kind, other than dune modification after obtaining all required permits and complying with all applicable laws, shall be permitted on the Property.
3. The Property shall never, in any way or for any purpose, be separated from the Lot. Neither the Lot nor the Property may be conveyed, transferred or encumbered unless the other is also conveyed, transferred or encumbered, as the case may be, by the same instrument, to the same grantee and under identical terms. Any conveyance, transfer or encumbrance of the Property or the Lot shall equally apply to the other, regardless of whether the other is described in the instrument.
4. All covenants, conditions, restrictions, restrictive covenants and similar requirements that apply to the Lot shall also and identically apply to the Property. Without in any way limiting the generality of the foregoing sentence, the Restrictive Covenants of Surfside Estates and similar requirements applicable to the Lot, as the same exists from time to time, apply to the Property to the full extent and identically as they apply to the Lot.
5. Each easement or other right, regardless of how created, that grants to the public, to any person or entity and/or to any other property rights over, under, in, through, upon, to, to use and/or with respect to any portion or strip of the Lot that extends to the western boundary of the Lot shall apply to the contiguous portion of the Property (for the full north to south dimension of said easement or other rights) from the east boundary of the Property to the west boundary of the Property, as the same may exist from time to time, as if said easement or other right had, when granted or created, included said portion on the Property, and the Property is hereby burdened with said easement or other rights.
6. Any deed of trust, mortgage or other instrument that encumbers the Lot shall also and identically encumber the Property. In the event of any foreclosure or a deed-in-lieu of foreclosure of the Lot, the Property shall, whether it is foreclosed upon and/or described in the instrument or not, be foreclosed upon and/or conveyed by such conveyance, as the case may be.



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:
NOVEMBER 25, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review: Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Management

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 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: DEPARTMENT OF PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: <i>Dotsi Graves</i>	DATE: <i>11-18-14</i>
NARRATIVE OF REQUEST	
<p>The Parks Department requests permission to purchase the attached list of items (see attached spreadsheet). Total request is for \$8,948.64 and funds would come from Fund 125, with regard to improvement of County Parks.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

ITEMS REQUESTED FOR PURCHASE FOR PARKS DEPARTMENT
ATTACHMENT TO AGENDA REQUEST FOR NOVEMBER 25, 2014 MEETING AGENDA

ALL PARKS

John Deere Riding Lawn Mower X300 \$2,684.49
Purchased from Washington Tractor under Washington State Contract

BUSH PIONEER PARK

Two-bay swingset \$2,529.07
Purchased from Allplay Styems under Washington State Contract
plus cost of installation \$554.09

(3) Aluminum Park Road Signs \$360.00
Symbols or signs \$154.00
plus use tax 40.09
Purchased from Oregon Corrections under Washington State Contract
plus cost of installation

BRUCEPORT PARK

(2) Aluminum Park Road Signs \$2,014.00
Symbols for signs \$117.00
plus use tax \$166.22
plus cost of installation
Purchased from Oregon Corrections under Washington State Contract

MOREHEAD PARK

36x22 Stainless Steel Flat Top Griddle /triple burner stove \$340.63
6 Burner Stainless Steel Gas Grill with Storage \$543.14
Purchased from Sears

TOTAL REQUEST BY PARKS DEPARTMENT

\$8,948.64



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Washington Tractor, Inc.
5015 Olympic Highway
Aberdeen, WA 98520
360-533-6393

Quote Summary

Prepared For:
County Of Pacific
Po Box 66
South Bend, WA 98586
Home : 360-875-9300
Business: 360-875-9368
MCOLLINS@CO.PACIFIC.WA.US

Delivering Dealer:
Washington Tractor, Inc.
Kevin Hochstetler
5015 Olympic Highway
Aberdeen, WA 98520
Phone: 360-533-6393
khochstetler@washingtontractor.com

Quote ID: 10437483
Created On: 14 October 2014
Last Modified On: 14 October 2014
Expiration Date: 14 November 2014

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Select Series X300 Tractor with 42X Edge Xtra Deck Contract: State of WA Lawn and Grounds 10212 Price Effective Date: October 14, 2014	\$ 2,474.18 X	1 =	\$ 2,474.18

Equipment Total **\$ 2,474.18**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 2,474.18
Trade In	
SubTotal	\$ 2,474.18
Sales Tax - (8.50%)	\$ 210.31
Total	\$ 2,684.49
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 2,684.49

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 10437483

Customer Name: COUNTY OF PACIFIC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Washington Tractor, Inc.
5015 Olympic Highway
Aberdeen, WA 98520
360-533-6393

JOHN DEERE Select Series X300 Tractor with 42X Edge Xtra Deck

Hours:

Stock Number:

Contract: State of WA Lawn and Grounds 10212

Selling Price *

Price Effective Date: October 14, 2014

\$ 2,474.18

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
470KM	Select Series X300 Tractor with 42X Edge Xtra Deck	1	\$ 2,999.00	17.50	\$ 524.82	\$ 2,474.18	\$ 2,474.18
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 2,474.18
Total Selling Price			\$ 2,999.00		\$ 524.82	\$ 2,474.18	\$ 2,474.18



AllPlay Systems, LLC
 P.O. Box 1886
 Sequim, WA 98382

Quotation

Toll Free: 888.531.4881
 Fax: 888.655.6412
 Email: danielle@allplaysystems.com

Danielle Patterson
 (360) 808-5925

Project: Pacific County Swings
 Quote Date: 9/25/2014

Bill To:

Contact:
 Phone:
 Email:

Ship To:

Contact:
 Phone:
 Email:

Payment terms: 50% down, balance due Net 15 upon delivery. The customer is responsible for final quantity count and the unloading of freight at site. The customer must report all freight damage and missing items within 2 business days of delivery of items.

Vendor	Item Description	Model	Qty	Unit Price	Total Price
Playcraft	Arch Swing, R-3.5	PC2123	1	\$1,529.00	\$1,529.00
	Arch Swing, R-3.5, add a bay	PC2123-AB	1	\$1,137.00	\$1,137.00
	Freight		1		
	WA State Contract #03110 Discount - 12%		1	-\$319.92	-\$319.92

Additional Info:

No freight will be charged to the customer per the terms of the State Contract.	Subtotal	\$2,346.08
	Tax 7.8%	\$182.99
	Total	\$2,529.07

Sincerely,

Danielle Patterson
 (360) 808-5925
 danielle@allplaysystems.com

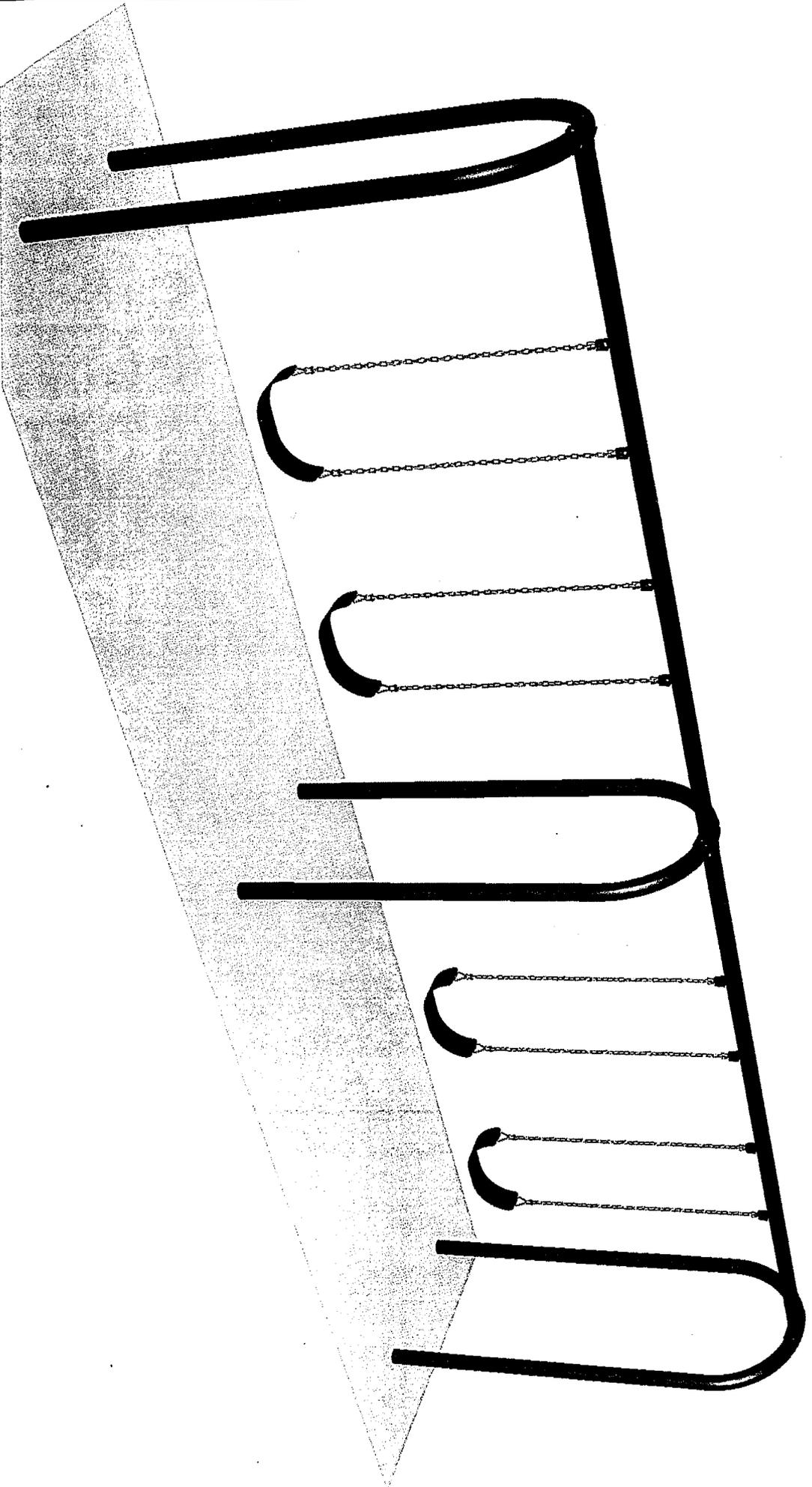
Accepted By: _____

Date: _____

Pacific County Swings
SW VIEW

R35

FOR KIDS
AGES
5-12



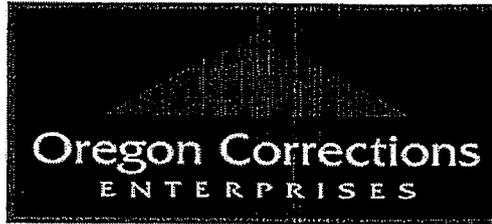
STRUCTURE#: PacCo2014
PROJECT#:
DATE: 9/18/2014

PLAYCRAFT REP:



QUOTE

OREGON CORRECTIONS
 ENTERPRISES
 PO BOX 12849
 SALEM, OR 97309
 (503) 428-5500



ORDER NUMBER: 0087046
 ORDER DATE: 8/6/2014

SALESPERSON: 1007
 CUSTOMER NO: 0081102

SOLD TO:
 DEPARTMENT OF PUBLIC WORKS
 ATTN: KAREN BANNISH
 PO BOX 66
 SOUTH BEND, WA 98586

SHIP TO:
 PACIFIC COUNTY
 DEPT. OF PUBLIC WORKS
 108 2ND STREET
 RAYMOND, WA 98577

CONFIRM TO:
 KAREN BANNISH 360-875-9368

Fax#

Comments:

CUSTOMER P.O.	SHIP VIA UPS	F.O.B.	TERMS DUE UPON RECEIPT	Ship Week of:		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
800.08	EA	2.00	0.00	0.00	180.00	360.00
Bush Pioneer County Park 51x39x125 Aluminum - Bush Pioneer County Park w/12" Symbols - Hi-Intenisty - White Legend/Brown Bkgd						
800.08	EA	2.00	0.00	0.00	1,007.00	2,014.00
EXTRUDED-Bruceport County Park 90x66 - Extruded Aluminum - Bruceport County Park - Hi-Intenisty - White Legend/Brown Bkgd						
800.08	EA	3.00	0.00	0.00	39.00	117.00
Symbols for Extruded Sign 24x24x040 Aluminum - Tent (RS-038), Restrooms (RS-104), Beach (RS-022), [Symbols for Bruceport County Park Extruded Sign] - Hi-Intenisty - White Legend/Brown Bkgd						
800.08	EA	1.00	0.00	0.00	154.00	154.00
Bush Pioneer County Park 51x33x125 Aluminum - Bush Pioneer County Park w/Right Arrow - Hi-Intenisty - White Legend/Brown Bkgd						
800.05	EA	1.00	0.00	0.00	0.00	0.00

FREIGHT CHARGES

TO BE DETERMINED

Admin. Approval *Ramon E...* Date 8/6/14

Continued

QUOTE

OREGON CORRECTIONS
ENTERPRISES
PO BOX 12849
SALEM, OR 97309
(503) 428-5500



ORDER NUMBER: 0087046
ORDER DATE: 8/6/2014

SALESPERSON: 1007
CUSTOMER NO: 0081102

SOLD TO:
DEPARTMENT OF PUBLIC WORKS
ATTN: KAREN BANNISH
PO BOX 66
SOUTH BEND, WA 98586

SHIP TO:
PACIFIC COUNTY
DEPT. OF PUBLIC WORKS
108 2ND STREET
RAYMOND, WA 98577

CONFIRM TO:
KAREN BANNISH 360-875-9368

Fax#

Comments:

CUSTOMER P.O.	SHIP VIA UPS	F.O.B.	TERMS DUE UPON RECEIPT	Ship Week of:		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

Customer Approval _____ Date _____

Your signature above authorizes Oregon Corrections Enterprises to produce the above products for you. You have committed to pay OCE for the above items. This quote is valid for **** 15 DAYS****. Fax 541-881-5494. SHIPPING & HANDLING CHARGES ARE ESTIMATES ONLY.

Net Order:	2,645.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	2,645.00

Option 2



4.959

4.959

RM-010, RS-022, RS-145

SIGN DESCRIPTION: Bush Pioneer County Park w 12 in Symbols INSET/BORDER WIDTH 1"
SIGN SIZE: 51" x 39"
LETTER FONT/HT: 24" / 6"
SIGN COLOR: White Letters / Black Background

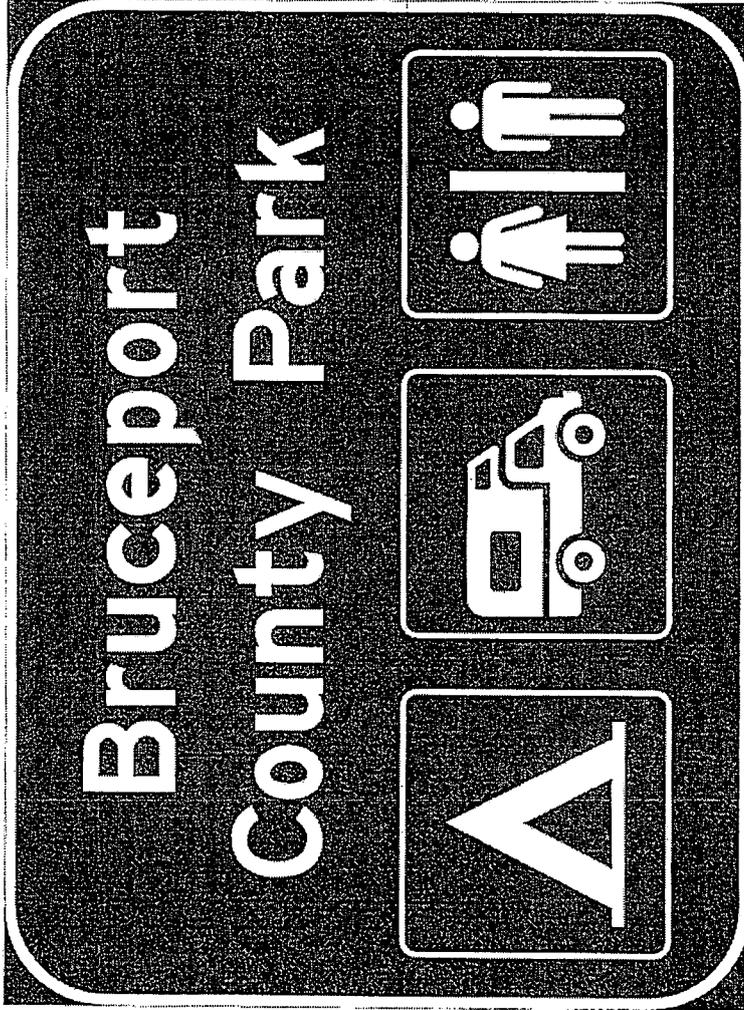
Style / Type: H-Intensity / 50
Backing: 125" Aluminum
Corner Radius: 3"

OCE • SRCI SIGN SHOP
10000 W. 14th Street, Suite 100, Hayward, CA 94541 • Tel: (510) 581-5894

OCE • SRCI SIGN SHOP
10000 W. 14th Street, Suite 100, Hayward, CA 94541 • Tel: (510) 581-5894

Scale: 3/32"

000000 1.000



1.000

3.000

5.000

7.000

9.000

11.000

21.000

66.000

4.500

4.500

RS-038, RS-104, RS-022 - 24" Symbols on .040" Alum w/Hi-Intensity / EC

SIGN DESCRIPTION: Bruceport County Park

SIGN SIZE: 24" x 66"

LETTER FONT/HT: 2" / 5"

SIGN COLOR: White Legend / Brown Sign

INSET/BORDER WIDTH: 1"

STYLE / TYPE: Hi-Intensity

BACKING: Extruded Aluminum

CORNER RADIUS: 3"

OCE • SRCI SIGN SHOP
1111 111th Ave. Orem, UT 84058

Scale: 1/16"

OCE • SRCI SIGN SHOP
PO BOX 387-050 • Orem, UT 84058

50,000

1000

33,000

4000

6000

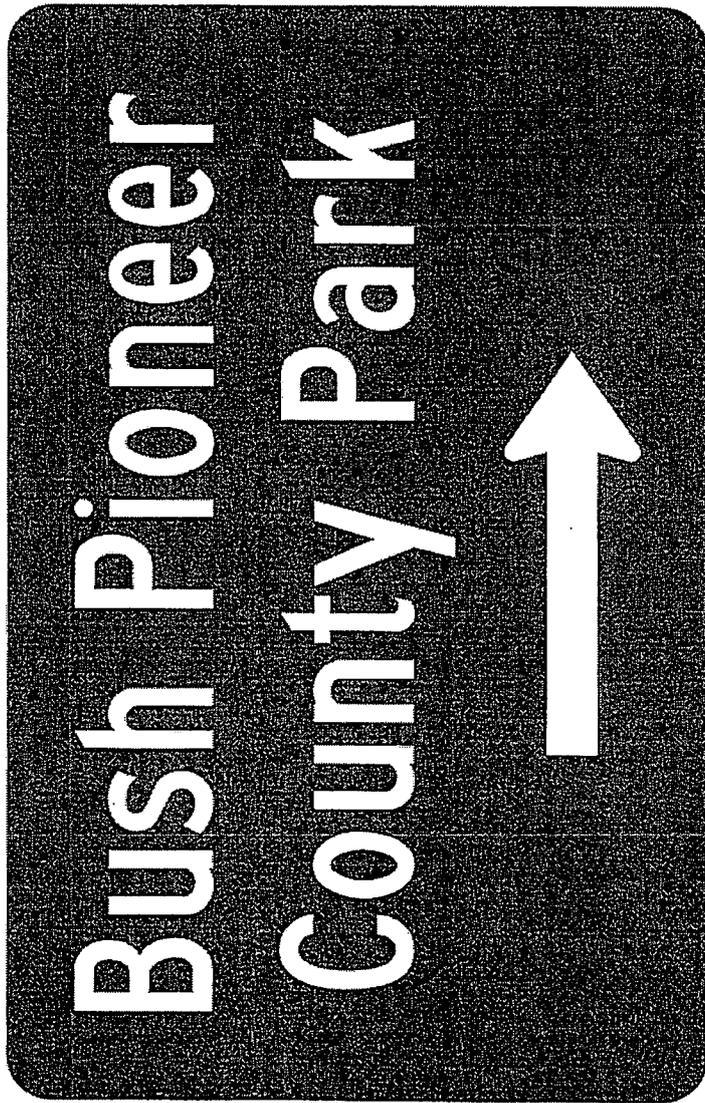
8000

10000

12000

14000

16000



33,000

4,998

4,998

RM-010, RS-022, RS-145

SIGN DESCRIPTION: Bush Pioneer County Park w Right Arrow
 SIGN SIZE: 5'0" x 3'0"
 LETTER FONT/HT: 3" / 3"
 SIGN COLOR: White Legend Black Sign

INSET/BORDER WIDTH: 1"
 STYLE / TYPE: 18-Intensity 20
 BACKING: .025" Aluminum
 CORNER RADIUS: 5"

OCE • SRDI SIGN SHOP
 10000 501-1000 • Fax: 1000 501-1000

Scale: 1/8"

OCE • SRDI SIGN SHOP
 10000 501-1000 • Fax: 1000 501-1000



Secure Checkout

Need help? visit customer service FAQs



Cart

Shipping

Payment & Billing

Review

Shipping

Enter Your Contact Information

Send my items to:

Dotsi Graves 300 Memorial Dr, SOUTH BEND, WA 98586

Price Summary [view less](#)

Item(s) Subtotal	\$315.98
Shipping	
Shipping Charge	FREE
Sales Tax	\$24.65

Order Total **\$340.63**

Shipping Items

Shipping 1 item(s) to:
 Dotsi Graves 300 Memorial Dr, SOUTH BEND, WA 98586 [edit](#)

Shipping [view details](#)

1 item(s) being sent to:
 300 Memorial Dr
 South Bend , WA 98586

Arrives By Sun, Nov 21 | 1 item(s) being shipped by Concord Cookware Inc.

Shipping total may change based on selections



CONCORD 36 x 22
 Stainless Steel Flat Top
 Griddle Grill w/ Triple
 Burner Stove
 By : Concord
 Qty : 1

Arrives by
 Sun, Nov 21
 FREE shipping

Shipping Total 1 item(s) Shipping Total: FREE



Cart

Pickup

Payment & Billing

Review

Store Pickup

Your store pickup selections are listed below

Sears | 1 items scheduled for store pickup
South Shore Mall 1219 S Boone St Aberdeen, WA 98520-6738 (360) 538-6800



6 Burner Stainless Steel Front Gas Grill With Storage

By : Kenmore
17-19 Bus. Days
Pending e-mail confirmation
Qty : 1

FREE Store Pickup change store or see details

1 total items being picked up Store Pickup Charge: FREE

Price Summary [view details](#)

Item(s) Subtotal \$499.99
Sales Tax \$43.15

Order Total \$543.14

Store Pickup [view details](#)

1 item(s) for store pickup at:
South Shore Mall
1219 S Boone St
Aberdeen , WA 98520-6738

Pickup Contact & Notification

Who will pickup these items? If it's not you, please enter another person's information.

Name *optional*

eg: John Doe

Email *optional*

Send a text when this order is ready for pickup



AGENDA REQUEST FORM

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

Agenda Item #: 13

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: Clerk of the Board

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

Risk Management

CONTINUED TO DATE: _____ TIME: _____

Legal

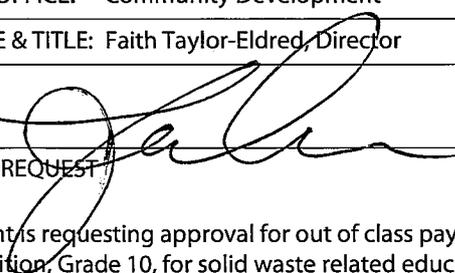
OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input 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: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: <u>Nov 17 '14</u>
NARRATIVE OF REQUEST: <p>The Department is requesting approval for out of class pay for two employees. The duties are listed under the Environmental Health Technician position, Grade 10, for solid waste related education and enforcement. This would be effective November 1 and terminate December 31, 2014.</p> <p>Tia Channell, Grade 9, approximately 128 hours Anna Miller, Grade 7, approximately 64 hours</p> <p>The work is funded through grants and tipping fees. The funds were approved in the 2014 budget.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

RECEIVED
 PACIFIC COUNTY

NOV 17 2014

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS



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:
11/25/14

AGENDA REQUEST FORM

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

Agenda Item #: 14

BOCC ACTION: APPROVED DENIED Initial: _____ Date: _____

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 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:	DATE: 11-13-2014
NARRATIVE OF REQUEST	
<p>Requesting authorization to increase Lindsey Hylton, WellSpring Community Network Coordinator, from a .90 fte to a 1.0 fte. The additional .1 fte is paid for with funds that was^{were} previously contracted out (to Charlotte Kelley), so no additional funding is required, however, a small transfer between contract and personnel will need to be made on our budget. Lindsey will be coordinating the WellSpring youth coalition with her additional time and the time is grant funded through the DFC grant. 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)	



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:

11/25/2014

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: APPROVED DENIED Initial: _____ Date: _____

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 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: Sheriff's Office	DIVISION (if applicable): Jail
OFFICIAL NAME & TITLE: Pat Matlock, Chief Deputy	PHONE / EXT: 3398
SIGNATURE:	DATE: 11-19-14
NARRATIVE OF REQUEST Request approval to purchase two commercial freezers from Smitty's Vending Inc. for the jail kitchen. Prices were obtained from three vendors as follows: Smitty's Vending Inc. - \$2995 each plus shipping & tax Cooks Correctional - \$3357 each plus shipping & tax Central Restaurant - \$4319 each plus shipping & tax The total purchase price including shipping & tax is estimated to be \$6780.62. This was included in the 2014 budget & will not require a supplement.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

REQUESTED MEETING DATE:
NOVEMBER 25, 2014

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

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:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <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 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: DEPARTMENT OF PUBLIC WORKS DIVISION (if applicable): FAIR

OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER PHONE / EXT: EXT 2288

SIGNATURE: *alatsi sh* DATE: *11-25-14*

NARRATIVE OF REQUEST

Fair requests Board consideration, approval and signature of the attached Pacific County Fairgrounds Winter Storage Rental Agreements.

RECEIVED
 PACIFIC COUNTY

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

NOV 07 2014
 GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

**2014-15 PACIFIC COUNTY FAIRGROUNDS WINTER STORAGE
FOR BOARD APPROVAL 11-28-2014**

LAST NAME	MAILING ADDRESS	CONTACT PHONE NO.	WHAT IS STORED	PD	INS RCVD
Buchanan, Robbie	1317 Axford St, Raymond, WA 98577	360-942-7394	98 Motorhome & 93 Sea Ray Boat	X	X
Buys, Ryan	3611 135th Pl NW, Gig Harbor, WA 98332	253-278-7398	03 Sea Ray Boat	X	X
Nelson, Mike	104 Stoddard Rd, Chehalis, WA 98532	360-291-3134	07 Weekend Warrior Toy Hauler	X	X
Scavone, William	207 NE 14th Ave, Battle Ground, WA 98604	360-520-2727	02 Master Craft	X	X
Spray, Gary	2203 - 34th Ave SE, Puyallup, WA 98374	503-209-3540		X	X
Struck, Ron	PO Box 304, South Bend, WA 98586	253-588-0100	08 Bayliner Boat	X	X
Williams, John & Connie	139 Overmeyer Rd, Raymond, WA 98577	253-845-6917	Trailer	X	X
Wilson, Gary	1041 Summit Ave, Raymond, WA 98577	360-875-6372	Trailer	X	X
		360-942-7759	Trailer	X	X
			91 Miata	X	X
LAST NAME	MAILING ADDRESS	CONTACT PHONE NO.	WHAT IS STORED	PD	INS RCVD
<i>(Insurance cards to be sent when received)</i>					
Allen, Robert	1984 SR 4, Raymond, WA 98577	360-942-7865	94 Bayliner Boat	X	
Basil, Joe	PO Box 888, South Bend, WA 98586	360-942-8131	12 Coleman Trailer	X	
Fauver, Chris	PO Box 284, Naselle, WA 98638	360-484-3709			
		360-590-0750	01 Fleetwood Camper	X	
		253-840-8084			
Moffitt, Steven	3405 22nd St SE, Puyallup, WA 98374	253-347-9309	99 Stingrey Boat	X	
Nissell, Chris	32 Viking Way, Raymond, WA 98577	360-942-7775	98 Terry 5th Wheel	X	
Robinson, Gary	81 Rue Creek Rd, Raymond, WA 98577	360-431-2220	66 Peterbuilt	X	
Virgin, Othell	PO Box 774, Ocean Park, WA 98640		90 Alpenlite Trailer	X	



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:

11/25/2014

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

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 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: 11/18/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve request to issue RFP for Collection Services in accordance with Chapter 36.18.190 RCW for use by all county offices/departments	

RCW 42.30.110
Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in [RCW 41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.