

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

**Regular Meeting
Tuesday, April 8, 2014
9:00AM or shortly thereafter as possible**

AGENDA

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

Call to Order

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

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

CONSENT AGENDA (A)

- A) Minutes of regular meeting of March 25, 2014

ADJOURMENT

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

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

PROCEEDINGS

9:00 AM
Tuesday, March 11, 2014

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:01am

COUNTY COMMISSION and PERSONNEL PRESENT

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Amanda Bennett, Confidential Secretary
Paul Plakinger, Management & Fiscal Analyst
Faith Taylor-Eldred Community Development Director
Tim Crose, Community Development Asst. Director
Megan McNelly, Environmental Health Specialist
Mike Collins, Public Works Director/County Engineer
Stephanie Fritts, Emergency Management Director
Renee Goodin, Treasurer
Amy Lee, Junior Accountant
Denise Rowlett, Chief Civil Deputy
Pat Matlock, Chief Criminal Deputy
David Burke, Prosecuting Attorney

GENERAL PUBLIC IN ATTENDANCE

South Bend Mayor, Julie Struck
Mike Williams, Chinook Observer (recorded meeting)
Scot Pearson, Willapa Harbor Herald (recorded meeting)
Cheryl Heywood, Timberland Regional Library Director
Six representatives from TRL
Jerry Amacher

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

PUBLIC COMMENT - None

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #32

CONSENT AGENDA (A-B)

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

Minutes of regular meeting of March 11, 2014

**Rainbow Valley Landfill Claims Vouchers:
City of Raymond - \$2,530**

ADJOURNMENT – 9:01am

PACIFIC COUNTY
BOARD OF 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)

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

**Tuesday, April 8, 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.

WORKSHOPS/MEETINGS

- 10:15 AM Workshop w/ Treasurer re: budget supplemental request
(Commissioners Conference Room)
- 11:00 AM Workshop w/ Sheriff re: staffing
(Commissioners Conference Room)
- 12:00 PM Elected Officials Meeting (Elections Room)
- 6:00 PM Commissioners Community Forum
(Event Center at the Historic Chinook School)

PUBLIC HEARING

- 10:00 AM Public Hearing-Award of Call for Bids for Official Newspaper
(Commissioners Meeting Room)

Call to Order

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

CONSENT AGENDA (Items 1-6)

Boards and Commissions

- 1) Approve reappointment of Faith Taylor-Eldred to another two year term on the Solid Waste Advisory Committee
- 2) Approve the appointment of Nansen Malin to fill vacant position on the Planning Commission, effective immediately

General Business

- 3) Minutes of regular meeting of March 25, 2014
- 4) Confirm letter of support for Valley View Health Center
- 5) Approve Vendor Claims
Warrants Numbered 121440 through 121505 - \$111,652.73
- 6) Approve payroll of March, 2014; total # of employees: 186;
total payroll: \$733,314.97

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 7) Consider approval of the 2014 Chinook Park Maintenance and Operation Contract with Port of Chinook
- 8) Consider approval of Mining Permit and Planning Services for the Milne Pit; authorize chair to sign
- 9) Consider adoption of Resolution 2014-___ regarding County Road Project No. 1635 which was included in the adopted Six Year Transportation Program 2014-2019
- 10) Consider approval to authorize the County Engineer to sign the Interlocal Contract for Cooperative Purchasing from HGACBuy

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 11) Consider approval of advertising for the 2014 youth litter crew and crew lead
- 12) Consider approval of Waste Collection and Management Agreement with Royal Heights Transfer Station and Pacific Solid Waste Disposal for appliance recycling services
- 13) Consider approval of the promotion of Shawn Humphreys to Senior Environmental Health Specialist, effective April 1, 2014
- 14) Consider approval to advertise and hire a full time Administrative Assistant I for the Long Beach Office

ITEMS REGARDING VEGETATION MANAGEMENT

- 15) Consider approval to obtain a credit card to be used for purchasing supplies online, making hotel reservations and emergency uses

ITEMS REGARDING FAIR

- 16) Consider award of the printing of the 2014 Pacific County Fair Exhibitor's Guide to Flannery Publications

ITEMS REGARDING PROSECUTOR'S OFFICE

- 17) Accept Deputy Prosecutor Brent Bottoms resignation, effective April 30, 2014; consider approval of advertising for the vacant Senior Deputy position for Senior Deputy Prosecutor

ITEMS REGARDING GENERAL BUSINESS

- 18) Adopt Proclamation declaring April 13-19, 2014 as Washington State University Master Gardener Volunteer Week
- 19) Consider adoption of Resolution 2014- __ authorizing franchise extension with Falcon Community Ventures dba Charter Communications
- 20) Consider approval of Lease of Premises with PC Fire District No. 3 pertaining to Tax Parcel No. 13081133118
- 21) Consider approval of Community Room User's Agreement with PC Fire District No. 1 for Community Forum; authorize chair to sign

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

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

PUBLIC HEARING

- 23) **10:00 AM** Award of Call for Bids for Official Newspaper

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.



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:
 4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

RF

Assessor

DPW

PACCOM

Superior Court

CF

Auditor

EMA

PC Fair

Treasurer

SEA

Clerk

Health

Prosecutor

Vegetation Mgmt

Civil Service

Juvenile

SDC

WSU Coop. Ext.

DCD

NDC

Sheriff

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): Boards/Commissions

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board

PHONE / EXT:

SIGNATURE: 

DATE:

4/1/2014

NARRATIVE OF REQUEST

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

Approve the reappointment of Faith Taylor-Eldred to another two year term on the Solid Waste Advisory Committee



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:

4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

RF

Assessor

DPW

PACCOM

Superior Court

CF

Auditor

EMA

PC Fair

Treasurer

SEA

Clerk

Health

Prosecutor

Vegetation Mgmt

Civil Service

Juvenile

SDC

WSU Coop. Ext.

DCD

NDC

Sheriff

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): Boards/Commissions

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board

PHONE / EXT:

SIGNATURE:

DATE: 4/2/2014

NARRATIVE OF REQUEST

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

Approve the appointment of Nansen Malin to fill a vacant position on the Planning Commission, effective immediately

PLANNING COMMISSION (Meets 1st Thursday of each month, or as needed)

(4 year terms)

Pos.#	<u>BOCC DIST</u>	<u>TERM EXPIRES</u>	
1.	3	01/31/2016.....	Bill Kennedy (appt. 11/96, reappt. 1/01, 1/05, 1/09, 1/2012)
2.	2	01/31/2018.....	Mike Nichols (appt 11/2010, reappt 2/14)
3.	1	01/31/2014.....	<i>Vacant</i>
4.	1	01/31/2015.....	Eric de Montigny (Appt. 9/01, reappt. 1/03, 1/07, 2/11)
5.	3	01/31/2015.....	Scott Turnbull (appt 8/27/2013)
6.	2	01/31/2016.....	Jim Sayce (appt. 2/08, reappt 2/12)
7.	3	01/31/2016.....	Stan Smith (appt. 2/07, reappt 1/08, 2/12)

Kenneth Osborne (re-appointed 1/94, 1/98, 2/02, 2/06, 2/10; resigned 1/2014)

Beverly Olson (Appt 1/2013, resigned 4/13)

Clay Harwood (resigned 12/06; appt. 2/04)

Ray Millner (appt. 5/00, reappt. 2/04, resigned 1/08)

Rob Snow (re-appointed 1/94, reppt. 1/98, 2/02, 2/06, 2/10, resigned 7/10)

Marlene Martin (re-appointed 1/91, 1/95, 1/99, 1/03, 1/07, 2/11, resigned 10/2012)

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

PROCEEDINGS

9:00 AM
Tuesday, March 25, 2014

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01am

COUNTY COMMISSION and PERSONNEL PRESENT

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Amanda Bennett, Confidential Secretary
Paul Plakinger, Management & Fiscal Analyst
Faith Taylor-Eldred Community Development Director
Tim Crose, Community Development Asst. Director
Megan McNelly, Environmental Health Specialist
Mike Collins, Public Works Director/County Engineer
Stephanie Fritts, Emergency Management Director
Renee Goodin, Treasurer
Amy Lee, Junior Accountant
Denise Rowlett, Chief Civil Deputy
Pat Matlock, Chief Criminal Deputy
David Burke, Prosecuting Attorney

GENERAL PUBLIC IN ATTENDANCE

South Bend Mayor, Julie Struck
Mike Williams, Chinook Observer (recorded meeting)
Scot Pearson, Willapa Harbor Herald (recorded meeting)
Cheryl Heywood, Timberland Regional Library Director
Six representatives from TRL
Jerry Amacher

PUBLIC COMMENT

Cheryl Heywood, Director of the Timberland Regional Library introduced staff from the local libraries and presented a quarterly update and review of current programs that are available. The Board thanked her for coming and for providing the update.

Chairman Rogers announced that members of the local media are recording the meeting.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

CONSENT AGENDA (Items 1-7)

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

Department of Public Works

Approve surplus of inventory items

Department of Community Development

**Approve Amendment #1 to the Interagency Agreement with Pacific
Conservation District**

Sheriff's Office

**Approve surplus of inventory items as provided on the list that was
submitted**

Confirm Chair's signature on AmeriCorp Individual Placement Application

Boards and Commissions

**Approve the reappointment of Dennis Hein and Peninsula Sanitation to
another two year term on the Solid Waste Advisory Committee**

General Business

**Minutes of regular meeting of March 11, 2014 and public hearing of
March 13, 2014**

**Approve Vendor Claims
Warrants Numbered 121266 through 121362 - \$183,650.96**

YEARS OF SERVICE AWARDS

5 Years	Nancy Jones (DPW)
15 Years	Amy Lee (TRSR)
30 Years	Jan Wilson (NDC)

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

Consider approval of 2014 Chinook Park Maintenance and Operation Contract with Port of Chinook-**DEFERRED**

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

Approve purchase of capital expenditure items from E.R.&R. Fund 502, not to exceed \$51,000, including sales tax and subject to adequate budget appropriations

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1

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

Approve the Perpetual Non-Exclusive Stormwater Easement from Luanne Wilson located on Tax Parcel No. 76019901300

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve Professional Services Agreement with Creative Community Solutions to assist with the Shoreline Master Program update, not to exceed \$81,000, and authorize the Chair to sign

Approve the issuance of a department credit card with a limit of \$250 (limit to be confirmed at the meeting of April 8, 2014)

ITEMS REGARDING SHERIFF'S OFFICE

Consider approval of Homeland Security Grant Contract for software for dispatch radios-**DEFERRED**

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

Approve Request for Proposals for a Distributed and Redundant VoIP Emergency Dispatch Radio Console System to Avtec, in the amount of \$284,684 and further authorize the purchase of eight additional logging channels in the amount of \$6,317.08 including sales tax

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

Adopt Order in the matter of the distribution of the 2013 PUD Excise Tax

Approve the Professional Services Agreement with Wilson Investigative Services, not to exceed \$15,000, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF'S OFFICE

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

Acknowledge the Sheriff's signature on Interagency Agreement with WA State Traffic Commission for the purchase of a motorcycle from King County

ITEMS REGARDING GENERAL BUSINESS

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

**Approve Vendor Claims
Warrants Numbered 121363 through 121439 - \$90,810.82**

EXECUTIVE SESSION-None

RECESS-9:23am

PUBLIC HEARING-10:00am

ATTENDANCE: Chair Steve Rogers, Commissioner Frank Wolfe, Commissioner Lisa Ayers, and Kathy Spoor, County Administrative Officer

OTHERS: Dan Gove, representative of the Beach Barons

Chairman Rogers opened the public hearing to consider the Assembly Permit Application as submitted by the Beach Barons. No one was sworn in to testify.

Chairman Rogers noted Department of Community Development and the Sheriff's Office have approved the application.

Chairman Rogers closed the public hearing.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #50

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

Assembly Permit Application submitted by the Beach Barons for their Rod Run to the End of the World to be held on September 6-7, 2014, subject to a \$2,000 contribution to Pacific County for law enforcement support, a current copy of Certificate of Insurance being submitted, and all food vendors obtaining food permits, all to be completed prior to the event

ADJOURNED – 10:01am

PACIFIC COUNTY
BOARD OF 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)

OTHER BUSINESS FOR FILING

Notice received from Olympic Area Agency on Aging of the appointment of Commissioner Rogers to Chair for March 2014 through February 2015.

Copy of letter to Melaine Mero regarding expiration of her FMLA and return to work.



REQUESTED MEETING DATE:
 4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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

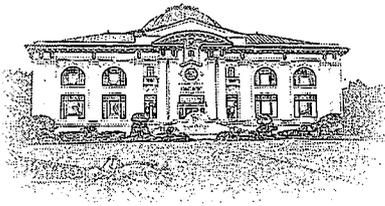
DISTRIBUTION LIST:

<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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <i>mg</i>	DATE: 4/2/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm letter of support regarding Valley View Health Center to add integrated behavioral health services at their primary care clinic in Raymond	



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

March 31, 2014

Mr. Steven Clark
Chief Executive Officer
2690 NE Kresky Ave
Chehalis, Wa 98532

Re: Affordable Care Act – Mental Health Service Expansion – Behavioral Health Integration (BHI)

Dear Mr. Steven Clark:

The Board of Pacific County would like to express their support for Valley View Health Center to add integrated behavioral health services at their primary care clinic in Raymond, WA. Pacific County is a rural area in Washington State that has significant deficits in adequate access to mental health care and the cost of untreated mental illness in our state is high.

Thousands of dollars are spent on emergency room visits, hospitalizations, and in lost productivity in the workplace related to mental illness. Primary care clinicians are not fully trained to diagnose or treat mental health problems, yet people with these conditions typically are seen in primary care more than any other setting. An integrated care program like the one that Valley View Health Center is proposing to offer would be a valuable addition to the mental health services offered in North Pacific County.

Thank you.

Sincerely,

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

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

As of this date, April 8, 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

121440 thru 121505 \$ 111,652.73

Warrants Dated: March 28, 2014

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

MAR 28 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

C: BOCC

COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: MARCH, YEAR OF 2014

TOTAL EMPLOYEES: 186

TOTAL PAYROLL: \$ 733,314.97

RECEIVED
PACIFIC COUNTY

MAR 27 2014

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___8th___day of April 2014

Chairperson

Commissioner

Commissioner

Attest:

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:
MARCH 25, 2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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"/> BF | <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"/> BCD | <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: PARKS	DIVISION (if applicable):
OFFICIAL NAME & TITLE: DOTSI GRAVES	PHONE / EXT: 2288
SIGNATURE:	DATE: MARCH 17, 2014
NARRATIVE OF REQUEST	
REQUEST APPROVAL OF 2014 CHINOOK PARK MAINTENANCE AND OPERATION CONTRACT WITH THE PORT OF CHINOOK.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

2014 CHINOOK PARK MAINTENANCE AND OPERATION CONTRACT

1.0 INTERGOVERNMENTAL AGREEMENT

This agreement is between The Port of Chinook ("Port"), a political subdivision of the State of Washington, and Pacific County ("County"), a political subdivision of the State of Washington.

WITNESSETH:

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

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and CHAPTER 39.34 of the Revised Code of Washington provides for intergovernmental services; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

- 1.1 **PURPOSE:** Pacific County owns Chinook Park and has typically solicited the public to find a qualified park host for park operation and maintenance during the fair weather months. This Agreement satisfies the need for Pacific County to find a qualified park host. The Port of Chinook has the need to hire temporary workers during the fair weather months to perform maintenance at their facilities. It would benefit the Port of Chinook to have additional work with compensation for these temporary workers. It would also benefit the Port of Chinook, as well as the Chinook community at large, to have a better-managed and well-maintained park in their area.
- 1.2 **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Port of Chinook Manager and the Pacific County Department of Public Works Director.

- 1.3 DURATION OF AGREEMENT – TERMINATION: This Agreement shall remain in force until terminated by either party by giving thirty (30) days written notice to the other. PROVIDED, that the termination shall not effect or impair joint purchases of the parties that are agreed to on or before the date of termination.
- 1.4 COMPLIANCE WITH LEGAL REQUIREMENTS: In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.
- 1.5 FINANCING: Financing is not address in this Agreement.
- 1.6 FILING: Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.
- 1.7 NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.
- 1.8 HOLD HARMLESS: Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission by any person, firm or corporation not a party to this Agreement.
- 1.9 SEVERABILITY: Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

2.0 MAINTENANCE AND OPERATION CONTRACT

- 2.1 The park maintenance and operation site shall be **CHINOOK PARK**.
- 2.2 The Port shall have the park available for day use only by the general public between the hours of 7:00 AM until dusk from May 1 through September 30. The park shall be open an additional thirty (30) days of consecutive operation, either prior to May 1 or after September 30 or a split combination thereof. The operation of the park can exceed 6 months, but must be consecutive with the regular operating period and at the Port's discretion, but the County will not provide compensation for the extended period.

- 2.3 The Port will provide the park user reasonable security from injury to themselves or damage to their possessions.
- 2.4 The Port shall not collect fees from persons or groups that use the park.
- 2.5 If a group requests permission for overnight camping for a special function, advance written authorization must be given by the County.
- 2.6 The County will pay a hosting fee of \$7,200.00 (seven thousand two hundred dollars) per year for the contract period to the Port in six \$1,200.00 (one thousand two hundred dollar) installments during the months of April, May, June, July, August and September.
- 2.7 No structures shall be erected on the premises and no residences will be permitted without prior approval of the County.
- 2.8 The storage of equipment or articles by the Port within the park shall be limited to equipment or articles that are used for the park's maintenance and that fit into the park storage shed.
- 2.9 The Port shall provide the proper janitorial/custodial service for the park restrooms.
- 2.10 The County agrees to allow the Port to use their riding lawn mower (John Deere S/N Mol 277H073604) with no usage fee, for the purpose of park mowing and for park maintenance within the boundaries of Chinook Park. The Port agrees to maintain the mower at their cost for the duration of this contract. At the conclusion of this contract, the mower shall be returned to the County.
- 2.11 The Port shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, all to be completed with their own equipment.
- 2.12 The County shall be responsible for repairs and maintenance to existing road, seawall and major buildings and will provide tree and brush maintenance when necessary. The County reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the County will be performed at the convenience of the County and the County shall not be held liable for any losses of any nature by the Port or other affected parties.
- 2.13 The Port will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.

- 2.14 The Port agrees to provide all necessary operating supplies for the restrooms, supplied at the Port's sole cost and expense.
- 2.15 Electric power, water, sewerage, garbage disposal services and local phone service shall be provided by the County for park operations. No other utility services shall be provided.
- 2.16 The parties mutually understand and agree that the County shall make no deductions on account of taxes and the Port further understands and agrees that the responsibility for payment of taxes remains with the Port. It is further understood that the Port is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the County because no employee/employer relationship exist.
- 2.17 This contract shall commence on April 1, 2014 and terminate December 31, 2014. Either party shall have the right of cancellation or termination of this contract, with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least sixty (60) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse, except for any sums owing to either party at the end of cancellation or termination. The Port shall be solely responsible for removing all their property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said property has not been removed within the time specified, the County shall have said property removed and the Port shall be solely responsible for bearing all costs involved.
- 2.18 It is mutually understood and agreed between the parties hereto that this contract does not create an employer/employee relationship and that the County assumes no liability to the Port.
- 2.19 The Port shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the County.
- 2.20 The currently occupied mobile home at the Northwest corner of the park, and the lot on which it sets, is excluded by the terms of this Agreement.
- 2.21 It is understood that the Port shall not allow property owned by Pacific County to be removed from premises.

2.21 LIBABILITY

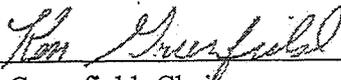
- (a) Indemnification: In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue 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 the CONTRACTOR 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, the CONTRACTOR, 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.
- (b) Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the Port.
- (c) Adjustment of Claims: The Port shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Port under this Agreement. The Port agrees that all such claims, whether processed by the Port or Port's insurer, either directly or by means of an agent, will be handled by one key person.

2.22 INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, 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. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR 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.

DATED THIS _____ of _____, 2014

BOARD OF COMMISSIONERS
THE PORT OF CHINOOK
PO BOX 185
CHINOOK, WA 98614



Ken Greenfield, Chairperson

ATTEST:



Ashley Davis
Manager of Port of Chinook

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairperson

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
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:
 April 8, 2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

RF

Assessor

DPW

PACCOM

Superior Court

CF

Auditor

EMA

PC Fair

Treasurer

SEA

Clerk

Health

Prosecutor

Vegetation Mgmt

Civil Service

Juvenile

SDC

WSU Coop. Ext.

DCD

NDC

Sheriff

Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

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

PHONE / EXT: 3368

SIGNATURE: _____

DATE: 3-28-14

NARRATIVE OF REQUEST

GeoDesign, Inc. from Longview has submitted a Proposal and Fee Estimate for obtaining a Mining Permit and Planning Services for the Milne Pit.

Work would include the following: (1) DNR revised/expanded reclamation plan and (2) DOE Site Management Plan. GeoDesign was selected to perform these services due to their involvement with the permitting process at this site with the past operator, Harbor Rock, Inc.

Please approve execution of the Estimate by this office so work can proceed.

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

Name of Contractor: GeoDesign, Inc.

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

Proposal and Fee Estimate Mine Permitting and Planning Services

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

To be located at: Milne Pt

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: _____ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:



March 13, 2014

Pacific County Department of Public Works
300 Memorial Drive
P.O. Box 66
South Bend, WA 98586

Attention: Mr. Mike Collins

Proposal and Fee Estimate
Mine Permitting and Planning Services
Milne Quarry
Pacific County, Washington
GeoDesign Project: PacificCo-1-01

INTRODUCTION

GeoDesign, Inc. is pleased to provide you with this proposal and fee estimate for mine permitting and planning services for the Milne Quarry located southwest of South Bend in Pacific County, Washington. The Milne Quarry (Washington Department of Natural Resources [DNR] # 70-010231) permit boundary is known to be 44.4 acres, inactive, and comprised of several parcels with different property ownership. GeoDesign was requested to develop a scope and fee estimate to revise the reclamation plan for the existing mine.

This proposal is based on conversations with you, a site visit on March 6, 2014, our previous working history on the site, and recent correspondence with Mr. Rian Skov at DNR. We asked Mr. Skov if it would be possible to reposition the existing permit boundary to exclude the City of South Bend parcels and a portion of the Willapa Rock & Supply Inc. (Karnas) parcel. He indicated that would be acceptable, provided a new SM-6 Form and revised reclamation plan are included. Mr. Skov also said he would accept the slope waiver for slopes into native materials that was previously approved on the existing SM-6 (April 24, 2003).

SCOPE OF SERVICES

GeoDesign will revise and expand the outdated reclamation plan, which will include the following:

- DNR Forms SM-6 and SM-8A
- State Environmental Policy Act (DNR will take lead if the Pacific County [County] does not have a permit to issue)

- Figure set, including Vicinity Map, Property Ownership Map with Aerial, Existing Topography, Reclamation Sequence Map, Post Mining Topography, two Cross Sections
- Aggregate volume (in situ cubic yards)
- Reclamation Plan narrative
- Submit and Review application package with DNR (including one meeting at DNR's office in Olympia)

GeoDesign will develop a Site Management Plan (SMP) and revise the Sand and Gravel General Permit (WAG# 50-1113). This requirement is based on correspondence with Washington State Department of Ecology (DOE) inspectors (Mr. Chris Johnson and Mr. Scott Morrison) on November 22, 2011. DOE has fined Harbor Rock for turbid discharge in the past. This permit has been notified as inactive with DOE and will need to be reactivated 10 days prior to mine operations. The SMP includes the following:

- Erosion and Sediment Control Plan
- Monitoring Plan
- Stormwater Pollution Prevention Plan (SWPPP)
- Spill Control Plan
- Vicinity Map, SWPPP Site Map, SWPPP Cross Section, SWPPP Detail Sections
- Receiving Water Flow Report
- Monitoring and Reporting Forms
- Application for Permit Renewal (assume no permit renewal was filed after October 1, 2010)
- Submit revised SMP to DOE

ASSUMPTIONS

The County will provide a digital copy of surveyed property boundaries with corners marked in the field with metal posts. If available, we anticipate the County can provide a digital copy of topography, LiDAR-elevation data preferred. GeoDesign assumes no County permits or public hearings are required. There would be no engineering services beyond the DOE stormwater pond design requirements.

FEE ESTIMATE

GeoDesign will conduct work on a time-and-materials basis in accordance with the attached Schedule of Charges and General Conditions. Our estimate is broken into two parts: one being the DNR revised/expanded reclamation plan and the second is the DOE Site Management Plan. Although these two tasks are separated they will be developed simultaneously. The DNR Expanded Reclamation Plan is estimated to cost \$21,000 and the DOE Site Management Plan is estimated to cost \$7,000. Combined, the total estimated cost for both tasks is \$28,000. Should these tasks not require the level of effort anticipated, the total cost may be less than estimated. Should there be out of scope services required, GeoDesign will not proceed without written permission from the County.

◆ ◆ ◆

We appreciate the opportunity to be of continued service to you on this project. Please call if you have questions concerning the information provided.

Sincerely,

GeoDesign, Inc.



Erick J. Staley, L.G.
Senior Mining and Engineering Geologist



Roy Garrison
Principal

RLG:kt

Attachments

One copy submitted (via email only)

Document ID: PacificCo-1-01-031314-minp.docx

© 2014 GeoDesign, Inc. All rights reserved.

The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

_____	by	_____
Organization		Signature*
_____		_____
Date		Name Printed

		Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

MINE CONSULTING SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at one and one-half times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

	Hourly Rate
Personnel	
Support Staff	\$ 66
Project Assistant	\$ 78
Senior Project Assistant	\$ 84
Technician I	\$ 71
Technician II	\$ 82
Senior Technician	\$ 88
CAD	\$ 88
Staff I	\$ 91
Staff II	\$ 105
Staff III	\$ 115
Project Manager I	\$ 133
Project Manager II	\$ 142
Senior Project Manager	\$ 151
Associate	\$ 166
Senior Associate	\$ 176
Principal	\$ 184

	Rate
Equipment	
Digital camera (per day)	\$ 10
Flag tape rolls (each)	\$ 5
Global positioning system (GPS) - differential (per day)	\$ 75
Global positioning system (GPS) - hand-held (per day)	\$ 25
Hand auger (per day)	\$ 35
Low-flow sampling kit (per day)	\$ 210
Metal T-post (5 feet to 6 feet) (each)	\$ 5
Miscellaneous field Equipment (per item, per day)	\$ 20
pH/conductivity/temperature meter (per day)	\$ 42
Post pounder (per day)	\$ 10
Range finder (per day)	\$ 10
Satellite Phone (per day)	\$ 20
Total Station - Survey Equipment (Precision Geomorphic Surveys) (per hour, maximum \$400/day)	\$ 50
Vehicle (personal) usage (per mile)	\$ 0.70
Video camera (per day)	\$ 15
Water level meter (per day)	\$ 42

	Black/White	Color
Reproduction		
8 1/2 x 11 (per finished page)	\$ 0.12	\$ 1.15
11 x 17 (per finished page)	\$ 0.30	\$ 1.50
C- or D-size plots (black/white and color - per finished plot)		\$ 25
D-size scan		\$ 12

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

GENERAL CONDITIONS

GeoDesign, Inc. strives to meet the needs of each client and to develop and maintain long-term relationships based on open communication, mutual trust, and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is necessary toward that end. Ultimately, this provides a significant level of protection for each client. The following General Conditions have been developed with this in mind.

INTEGRATION

The Agreement letter together with the General Conditions comprise the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties to the Agreement. There are no terms or conditions that are not expressed in this Agreement.

STANDARD OF CARE

GeoDesign, Inc. will perform its professional services in accordance with that degree of care and skill ordinarily exercised by similarly qualified geoscience professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

THIRD PARTY INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any third party claims for injury or losses allegedly arising out of or related to GeoDesign, Inc.'s services under this Agreement, to the extent such claims arise out of the gross negligence or willful misconduct of Client or its employees.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

The Client is responsible to provide to GeoDesign, Inc. a description of the property, its location, the locations of any underground utilities, facilities, or structures on or adjacent to the property that could impact our work, as well as the nature and location of any known or suspected hazardous materials that may exist on the property. The Client agrees to defend and hold GeoDesign, Inc., its owners, employees, subcontractors, and agents harmless from any damage to subterranean structures known by Client to exist that are not specifically identified to GeoDesign, Inc. Client agrees that any hazardous materials, including asbestos, present at the work site prior to and during the performance of this Agreement were not generated, transported, stored, or disposed by GeoDesign, Inc.

SITE ACCESS/RIGHT-OF-ENTRY

The Client must advise GeoDesign, Inc., prior to commencement of our services, of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain written permission for right-of-entry for the purpose of accomplishing our services.

SURFACE AND SUBSURFACE DISTURBANCE

GeoDesign, Inc. will take reasonable precautions to minimize surface and subsurface disturbance. In the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement, unless specifically provided in the scope of services and budget.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS

Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoDesign, Inc. Because the data, interpretations, and recommendations of GeoDesign, Inc. are based solely on the information available to GeoDesign, Inc., limitations on available data will result in some level of uncertainty and, therefore, risk, with respect to the interpretation of environmental, geological, and geotechnical conditions, despite the use of due professional care. The discovery of unanticipated conditions or hazardous materials constitutes a changed condition mandating an appropriate re-negotiation of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoDesign, Inc. to take immediate measures to address health and safety. GeoDesign, Inc. shall notify Client as soon as practically possible should hazardous materials be encountered. Client agrees to compensate GeoDesign, Inc. for the additional cost of services necessary to protect the health and safety of the public and GeoDesign, Inc.'s employees.

INDEMNIFICATION

Client and GeoDesign, Inc. each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and GeoDesign, Inc., they shall be borne by each party in proportion to its negligence.

The Client agrees that GeoDesign, Inc. will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. Client further agrees to indemnify and hold GeoDesign, Inc. harmless from third party claims for damages arising from the presence of or exposure to any Biological Pollutants, except for damages arising from or caused by GeoDesign Inc.'s sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES

The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend and hold GeoDesign, Inc. harmless for government or other third party action taken from Client's failure to comply with hazardous substance release reporting requirements.

JOB SITE CONDUCT AND SAFETY

GeoDesign, Inc. will be responsible for its professional activities on the job site. This will not relieve the Client, Owner, or construction contractors of their obligation to maintain a safe job site. Neither GeoDesign, Inc.'s professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

CONSTRUCTION AND REMEDIATION MONITORING

The Client understands that the recommendations for construction or remediation presented in GeoDesign, Inc.'s reports are based on interpretations of variable subsurface conditions. In order to validate its assumptions, GeoDesign, Inc. needs to be present during construction or remediation. Therefore, this Agreement should include pre-construction plan review and construction observation/remediation monitoring services by GeoDesign, Inc. If construction will be part of the project. If not allowed to provide pre-construction plan review and construction observation/remediation monitoring services, GeoDesign, Inc. will assume no liability for the accuracy of its preliminary assumptions and recommendations. GeoDesign, Inc.'s actions shall not be construed as altering any Agreement between the Client and others. Only the Client has the right to reject or stop work of any of the Client's agents. GeoDesign, Inc.'s presence on site does not in any way guarantee the completion,

quality, or performance of the work of any party retained by the Client to provide field or construction/remediation-related services. GeoDesign, Inc. will not be responsible for, and will not have control or charge of, specific means, methods, techniques, sequences, or procedures of construction or remediation selected by any agent or agreement of the Client, or safety precautions and programs incident thereto.

SAMPLE RETENTION AND DISPOSAL

Non-hazardous samples will be discarded sixty (60) days after they are obtained unless prior arrangements are made to store or deliver the samples. Samples containing hazardous materials that are regulated under federal, state, or local environmental laws will be returned to the Client, at the Client's expense, unless other written arrangements have been made.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs, and other documents prepared by GeoDesign, Inc. as instruments of service shall remain the property of GeoDesign, Inc. GeoDesign, Inc. will retain pertinent records relating to the services performed for a period of ten (10) years following submission of the report. Copies of the instruments of service will be made available to the Client on request for a reasonable fee. Reuse of any instruments of service by the Client on extensions of this project, or on other projects, or otherwise outside the scope of this Agreement, without GeoDesign, Inc.'s written permission will be at the Client's risk. Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any claims, damages, and expenses arising out of such reuse.

BILLING AND PAYMENT

Billing for services will be submitted monthly. Payment is due on receipt of the invoice unless otherwise agreed in writing. A service charge of one and one-half percent (1-1/2%) per month will be added to unpaid accounts due over thirty (30) days. Expenses incurred for liening or collecting delinquent amounts, including, but not limited to, attorneys' fees, legal costs, and charges for GeoDesign, Inc.'s staff time shall be paid in addition to the delinquent amount.

TERMINATION OF SERVICES

This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms and conditions through no fault of the terminating party. Such termination shall not be effective if the failure has been remedied before expiration of the period specified in the written notice. In the event that the Client requests early termination of our services, GeoDesign, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and to complete a report on the services performed to date. Charges for these termination activities shall be in addition to all charges incurred up to the date of termination.

INSURANCE

GeoDesign, Inc. maintains Worker's Compensation and Employer's Liability Insurance as required by state laws. GeoDesign, Inc. also maintains comprehensive general, auto, professional, and environmental impairment liability insurance, certificates of which are available on request.

LIMITATION OF REMEDIES

General: The parties agree that GeoDesign's limit of liability applies to all of its work on this project that is the subject of this Agreement. All prior and subsequent phases of work completed by GeoDesign for this project will be executed under the terms of these General Conditions, and the aggregate liability for all phases of this project, including any indemnity obligation, will be the limits identified below.

Non-Professional Liability Claims: In the performance of this Agreement and subject to the limits, terms, and conditions of property damage and public liability coverage, GeoDesign, Inc. agrees to indemnify and hold Client harmless from GeoDesign, Inc.'s proportional share of liability resulting from its negligence or breach of contract compared to that of other persons or entities which results in damage to Client. GeoDesign, Inc. shall not be responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of its insurance coverage on the date the claim is made. GeoDesign shall not be responsible for Client's negligence nor the negligence of third parties.

Professional Liability Claims: In consideration of relative opportunities for financial reward from this project for the parties to this Agreement, Client agrees that the maximum aggregate amount of its recovery from GeoDesign, Inc. or its employees due to any and all claims of professional negligence and breach of contract arising out of any incident on non-residential projects shall be limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement or \$50,000, whichever is the greater, unless a higher limit with commensurate compensation is specifically negotiated. Professional liability on residential projects is limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement. GeoDesign shall not be responsible for Client's negligence, breach of contract, willful misconduct or other fault, or that of its contractors, agents, other consultants or third parties.

CONSEQUENTIAL DAMAGES

Neither Client nor GeoDesign, Inc. shall be liable for consequential damages, including loss of use or loss of profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty or negligent act, error or omission, whether professional or nonprofessional.

DISPUTES

Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof, shall be referred to mediation before litigation may be pursued, unless the parties mutually agree otherwise. The law of the State of Oregon will govern the validity and execution of this Agreement and the disposition of any claims related to this Agreement.

TIME BAR TO LEGAL ACTION

Legal actions by either party against the other for breach of this Agreement, failure to perform in accordance with the applicable standard of care, claims of misrepresentation, or any other tort claim shall be barred two (2) years after the date Claimant knew or should have known of any damage or injury as a result of the services provided under this Agreement or six (6) years after termination of GeoDesign's services, whichever is earlier.

ASSIGNS

Neither the Client nor GeoDesign, Inc. may delegate, assign, sublet, or transfer the duties, interests, or responsibilities set forth in this Agreement to other entities without the written consent of the other party.

SURVIVAL

These terms and conditions shall survive the completion of the services under the Agreement and the termination of the Agreement for any cause.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoDesign, Inc. shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.



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:
 April 8, 2014

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____

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: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 3-21-14
NARRATIVE OF REQUEST	
Attached is County Road Project No. 1635 identified as Item No. 39 in the adopted Six Year Transportation Program 2014-2019 for miscellaneous cross culvert replacements.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

IN THE MATTER OF INITIATING COUNTY ROAD PROJECT NO. 1635
RESOLUTION NO. _____

IT IS HEREBY RESOLVED by the Board of County Commissioners that **MISCELLANEOUS CULVERT**,
State Road Log Number **MISC.**, to be improved as follows:

**REPLACEMENT OF MISCELLANEOUS CROSS CULVERTS LOCATED IN COUNTY RIGHT
OF WAY ITEM NO. 39 ON SIX YEAR TRANSPORTATION PROGRAM 2014-2019**

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and
authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS STILL FURTHER RESOLVED that an appropriation from the officially adopted Road Fund Budget and
based on the County Engineer's Estimate is hereby made in the amounts for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	\$
Right of Way	\$
Administration	\$
SUBTOTAL	\$
Construction	\$
TOTAL	\$ 50,000

[XX] This project is part to the adopted Six Year Transportation Improvement Program 2014-2019 as Item No.
39.

[] This project is hereby made a part of the officially adopted Annual Road Program in accordance with
R.C.W. 36.81.130.

IT IS STILL FURTHER RESOLVED THAT:

[XX] The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

[XX] The construction is to be accomplished by County Forces in accordance with R.C.W. 36.77.065
and W.A.C. 136.18.

ADOPTED THIS _____ DAY OF _____, _____.

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

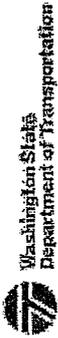
Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner



Six Year Transportation Improvement Program From 2014 to 2019

Agency: Pacific Co.

County: Pacific

MPOR/TPO: SWW RTPO

N Inside

Y Outside

Functional Class	00	Priority Number	39	B. STIP ID		Hearing	10/22/13	Adopted	10/22/13	Amendment		Resolution No.	2013-066	Improvement Type	04	Utility Codes		Total Length		Environmental Type	CE	RW Required	No
				G. Structure ID	WA-03266																		
				F. Project Description	Miscellaneous Culvert Replacement to Culvert replacements																		

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2014		0		0	50,000	50,000
S	CN	2015		0		0	25,000	25,000
S	CN	2016		0		0	25,000	25,000
S	CN	2017		0		0	25,000	25,000
S	CN	2018		0		0	25,000	25,000
S	CN	2019		0		0	25,000	25,000
		Totals		0		0	175,000	175,000

Expenditure Schedule Phase	Grand Totals for Pacific Co.				
	1st	2nd	3rd	4th	5th & 6th
CN	50,000	25,000	25,000	25,000	50,000
Totals	50,000	25,000	25,000	25,000	50,000

Grand Totals for Pacific Co.			Federal Funds	State Funds	Local Funds	Total Funds
			12,614,000	8,598,200	7,452,800	28,665,000



AGENDA REQUEST FORM

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

Agenda Item #: _____

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: Dept of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: 4-02-14
NARRATIVE OF REQUEST	
<p>Department of Public Works is requesting the authorization of the County Engineer to sign the Interlocal Contract for Cooperative Purchasing from HGACBuy</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: _____

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

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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

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

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

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH: _____

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS: _____

Interlocal Contract

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps For Completion And Processing: Step 1: Fill in all required information, including the date your governing body authorized and print two copies of the appropriate **HGACBuy ILC Form**.

Step 2: Secure signature by an individual with authority to contractually bind your entity.

Step 3: Send both documents with original signatures to HGACBuy at the address indicated on the ILC Form.

Step 4: HGACBuy will execute both copies of the contract and return one to you. **Special Requirements For Non-Profit Corporations:**

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services).

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

*

Mailing Address

By: _____
Executive Director

*

City State ZIP Code

Attest: _____
Manager

*By: _____
Signature of chief elected or appointed official

Date: _____

*

Typed Name & Title of Signatory Date

**Denotes required fields*

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

* denotes required fields


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ENERGY
PURCHASING](#)

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INFORMATION ABOUT THE PROGRAM

USING THE PROGRAM

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of

Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

Steps To Placing Purchase Orders Through HGACBuy

Step 1: (first time only)

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under [Program Info](#), and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

Step 2:

Obtain specific [product details](#) from the HGACBuy website, www.HGACBuy.org. Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contracts web page under Products Available.

Step 3:

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation which is then sent to the Member and the Contractor - authorizing the Contractor to proceed with the order. This Order Confirmation indicates that the Contractor does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of products/services to an End User.

Ownership Passes Directly From Contractors to End Users

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.

Reimbursement of HGACBuy's Operational Costs

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

End Users Invited to Attend Pre-Bid Conferences

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with

manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

3-Way Partnership At Work

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

H-GAC's Role: HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

The End User's Role: End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

The Contractor's Role: HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractors' representatives work closely with each End User to meet specific constituent needs.

H-GAC's Bid Notices

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

Distribution of H-GAC Product Specifications

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

End User Benefits

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

H-GAC Web Site

Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

Contacting HGACBuy

3555 Timmons Ln, Suite 120
Houston, TX 77027

Phone: 800-926-0234

Fax: 713-993-4548

Web: www.HGACBuy.org

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

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LOGIN

- GENERAL PURPOSE
& EMERGENCY
VEHICLES
- INFRASTRUCTURE
EQUIPMENT &
SERVICES
- COMMUNICATIONS
EQUIPMENT &
SERVICES
- GROUNDS
FACILITIES &
PARKS EQUIPMENT
- PUBLIC
WORKS
EQUIPMENT
- EMERGENCY
EQUIPMENT &
SUPPLIES
- CONSULTING
LEASING & STAFFING
SERVICES
- EMERGENCY
PREPAREDNESS &
DISASTER RECOVERY
- COOPERATIVE
ENERGY
PURCHASING

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INFORMATION ABOUT THE PROGRAM

LIST OF END USERS

[Alaska](#) | [Alabama](#) | [Arkansas](#) | [Arizona](#) | [California](#) | [Colorado](#) | [Connecticut](#) | [Delaware](#) | [Florida](#) | [Georgia](#) | [Idaho](#) | [Illinois](#) | [Iowa](#) | [Indiana](#) | [Kansas](#) | [Kentucky](#) | [Louisiana](#) | [Maryland](#) | [Maine](#) | [Massachusetts](#) | [Michigan](#) | [Minnesota](#) | [Missouri](#) | [Mississippi](#) | [Montana](#) | [North Carolina](#) | [North Dakota](#) | [Nebraska](#) | [New Jersey](#) | [New Mexico](#) | [Nevada](#) | [New York](#) | [Ohio](#) | [Oklahoma](#) | [Oregon](#) | [Pennsylvania](#) | [Rhode Island](#) | [South Carolina](#) | [South Dakota](#) | [Tennessee](#) | [Texas](#) | [Utah](#) | [Vermont](#) | [Virginia](#) | [Washington](#) | [West Virginia](#) | [Wisconsin](#) | [Wyoming](#)

End User	City
Washington	
Battle Ground School District #119 (WA)	Brush Prairie
Bethel School District (WA)	Spanaway
Chelan County (WA)	Wenatchee
City of Anacortes (WA)	Anacortes
City of Auburn (WA)	Auburn
City of Bellevue Washington (WA)	Bellevue
City of Bellingham (WA)	Bellingham
City of Buckley (WA)	Buckley
City of Clarkston (WA)	Clarkston
City of DuPont (WA)	DuPont
City of Edmonds (WA)	Edmonds
City of Ephrata (WA)	Ephrata
City of Everett (WA)	Everett
City of Granite Falls (WA)	Granite Falls
City of Hoquiam (WA)	Hoquiam
City of Kenmore (WA)	Kenmore
City of Kennewick (WA)	Kennewick
City of Kirkland (WA)	Kirkland
City of Lacey (WA)	Lacey
City of Longview (WA)	Longview
City of Lynnwood (WA)	Lynnwood
City of Marysville (WA)	Marysville
City of Mercer Island (WA)	Mercer Island
City of Monroe (WA)	Monroe
City of Mount Vernon (WA)	Mount Vernon
City of Mukilteo (WA)	Mukilteo
City of Normandy Park (WA)	Normandy Park
City of Okanogan (WA)	Okanogan
City of Olympia (WA)	Olympia
City of Port Angeles (WA)	Port Angeles
City of Port Townsend (WA)	Port Townsend
City of Puyallup (WA)	Puyallup
City of Pullman (WA)	Pullman
City of Puyallup (WA)	Puyallup
City of Quincy (WA)	Quincy
City of Renton (WA)	Renton
City of Richland (WA)	Richland
City of Ritzville (WA)	Ritzville
City of SeaTac (WA)	SeaTac
City of Seattle (WA)	Seattle
City of Sequim (WA)	Sequim
City of Spokane (WA)	Spokane
City of Tukwila (WA)	Tukwila
City of Union Gap (WA)	Union Gap
City of Vancouver (WA)	Vancouver
City of Walla Walla (WA)	Walla Walla
City of Washougal (WA)	Washougal
City of Yakima (WA)	Yakima
City of Yelm (WA)	Yelm
Clark County (WA)	Vancouver
Clark Public Utilities (WA)	Vancouver
Community College of Spokane (WA)	Spokane
Cowlitz County (WA)	Kelso
Edmonds School District #15 (WA)	Lynnwood
Enumclaw School District (WA)	Enumclaw
Eureka Fire Protection District No. 3 (WA)	Prescott
Family Services of Grant County (WA)	Moses Lake
Franklin Pierce School District (WA)	Takoma
Green River Community College (WA)	Anuburn
Island County Emergency Services Communications Center (I-COM), WA	Oak Harbor
Kennewick Irrigation District (WA)	Kennewick
Kennewick School District (WA)	Kennewick
Kent Fire Department RFA (WA)	Kent
Key Peninsula Metropolitan Park District dba: Key Pen Parks (WA)	Lakebay
King County (WA)	Seattle
King County Fire District 45 (WA)	Duval
Kitsap County (WA)	Port Orchard
Klickitat County (WA)	Goldendale
La Center School District (WA)	La Center
Lakehaven Utility District (WA)	Federal Way
Mason County (WA)	Shelton
Midway Sewer District (WA)	Kent
Nine Mile Falls School District (WA)	Nine Mile Falls
Okanogan County (WA)	Okanogan
Pierce County (WA)	Tacoma
Pierce County Fire District 6 (WA)	Tacoma
Pierce County Fire Protection District No. 2 (WA)	Lakewood
Port Authority of Longview (WA)	Longview
Port of Everett (WA)	Everett
Port of Seattle (WA)	Seattle
Port of Vancouver (WA)	Vancouver

Public Utility District No. 1 of Chelan County (WA)
Public Utility District No. 1 of Snohomish County (WA)
Puget Sound Residential Services (WA)
Renton School District No. 403 (WA)
Skagit County Fire Protection District No. 5 (WA)
Skagit County Public Utility District No.1 (WA)
Skagit Transit (WA)
Snohomish County Fire District #5 (WA)
Snohomish County Fire Protection District #3 (WA)
Snohomish County Public Transportation (WA)
South Kitsap Fire & Rescue (WA)
Spokane Airport Board (WA)
Spokane County (WA)
Spokane County Fire Protection District #9 (WA)
Spokane Valley Fire Department (WA)
Union Gap School District #2 (WA)
Whitman County (WA)
Yakima County (WA)

Wenatchee
Everett
Renton
Renton
Bow
Mount Vernon
Burlington
Sultan
Monroe
Everett
Port Orchard
Spokane
Spokane
Mead
Spokane Valley
Union Gap
Colfax
Yakima

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AGENDA REQUEST FORM

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

Agenda Item #: _____

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: Community Development	DIVISION (if applicable): Litter
OFFICIAL NAME & TITLE: Faith Taylor-Eldred	PHONE / EXT: 875.9356
SIGNATURE:	DATE: March 27, 2014
NARRATIVE OF REQUEST	
<p>The Department is requesting permission to advertise for the 2014 youth litter crew and crew lead. This program is funded through the Department of Ecology Community Litter Clean-Up Program and Department of Community Development tipping fees. The crew will consist of three (3) youth, one (1) college-aged crew lead, and the supervisor. Our Code Enforcement Officer, Will Hamlin, will be the crew supervisor this year so it will not be necessary to hire an additional staff member.</p> <p>The crew will work 8 weeks, 4 days per week, for 8 hours a day. They will clean-up roads and highways in Pacific County as well as some illegal dumpsites in the County.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
RECEIVED PACIFIC COUNTY MAR 27 2014 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS	

Name of Contractor: Washington State Department of Ecology

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

Contract/Agreement/Grant/Amendment #: G1400181

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

TOTAL COST/AMOUNT (include sales & use tax): \$24,340.04 TOTAL TAX: n/a

TOTAL SHIPPING/HANDLING: n/a EXPENDITURE FUND #: 116 .XXX.XXX.XX.XX

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

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS:



DEPARTMENT OF
ECOLOGY
State of Washington

RECEIVED

OCT 28 2013
WA State Department
of Ecology (SWRO)

COMMUNITY LITTER CLEANUP PROGRAM (CLCP) GRANT AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
PACIFIC COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as the DEPARTMENT, and Pacific County Department of Community Development, hereinafter referred to as the RECIPIENT. The purpose of this agreement is to provide funding for the RECIPIENT's Community Litter Cleanup Program.

RECIPIENT ADDRESS	Pacific County Department of Community Development PO Box 68 South Bend, WA 98586
RECIPIENT REPRESENTATIVE	Faith Taylor-Eldred
TELEPHONE	360-875-9356
FAX	360-875-9304
E-MAIL	ftaylor@co.pacific.wa.us
RECIPIENT FINANCIAL CONTACT	Megan McNelly
TELEPHONE	360-875-9356
FAX	360-875-9304
E-MAIL	mmcnelly@co.pacific.wa.us
ECOLOGY GRANT MANAGER	Ariona
TELEPHONE	360-407-6351
FAX	360-407-6305
E-MAIL	ario461@ecy.wa.gov
FUNDING SOURCE	Waste Reduction, Recycling, & Litter Control Account
ESTIMATED COMMUNITY INVESTMENT	\$ 11,401
STATE SHARE	\$ 37,092
FEDERAL TAX IDENTIFICATION NO.	91-6001356
EFFECTIVE DATE OF THE AGREEMENT	July 1, 2013
EXPIRATION DATE OF THE AGREEMENT	June 30, 2015



AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: _____

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: Community Development	DIVISION (if applicable): EH - Solid Waste
OFFICIAL NAME & TITLE: Faith Taylor-Eldred	PHONE / EXT: 875.9356
SIGNATURE:	DATE: March 27 '14
NARRATIVE OF REQUEST	
<p>Royal Heights Transfer Station and Pacific Solid Waste Disposal will be providing the County with appliance recycling services. The contract is for two (2) events, May and September 2014, in north and south County. The events are funded by Coordinated Prevention Grant (CPG) from the Washington State Department of Ecology and Pacific County tipping fees.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	<p>PACIFIC COUNTY</p> <p>MAR 27 2014</p> <p>GENERAL REGISTRATION BOARD OF COMMISSIONERS</p>

Name of Contractor: _____

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

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

Please attach the following:

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

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

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 116 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

WASTE COLLECTION AND MANAGEMENT AGREEMENT

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Pacific Solid Waste Disposal, Inc., a Washington Corporation hereinafter referred to as the "CONTRACTOR".

1. **Purposes.** The parties agree to participate in three one-day Household Appliance Collection Event during which the public will be permitted to deliver Waste Materials, at the solid waste transfer station located near Long Beach, Washington, that is operated by the CONTRACTOR.
2. **Date.** The parties agree that the first Household Appliance Collection Day will occur on the 17th day of May 2014 and the 20th of September 2014.
3. **Duties of Parties.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Day.
 - (A) Pacific County agrees to provide public announcements of the event and to advise the public regarding the types of waste materials that may be deposited at the transfer station on the Collection Day.
 - (B) The CONTRACTOR agrees that it will provide sufficient staff to oversee the delivery of waste materials to the transfer site by members of the public on the Collection Day and that it will be solely responsible for directing all activities relating to the delivery and storage of waste materials at the transfer station on that date.
 - (C) The CONTRACTOR agrees to take possession of all waste materials delivered to the transfer site by the public on the Collection Day, without any charges other than those set forth in this agreement.
 - (D) The CONTRACTOR further agrees that it will store, handle, transfer and recycle all the waste materials delivered to the transfer site on the Collection Day.
4. **Fees and Billings.**
 - (A) Pacific County agrees to pay the CONTRACTOR a base rate of \$500.00 plus an additional \$20.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) which is delivered to the transfer site on the Collection Day and \$2.00 for all other appliance units.
 - (B) Upon completion of the Collection Day, the parties shall jointly calculate the number of refrigeration devices collected and determine the amount owed by Pacific County for these items.
 - (C) Invoices submitted by the CONTRACTOR shall be paid no later than thirty days from the date of invoice.
5. **Waste Materials.** The materials that are the subject of this agreement are set forth in the Material Profile Sheet attached hereto as *Exhibit A* and incorporated herein by reference. The materials described in the Materials Profile Sheet are referred to in this Agreement as the "Waste Materials".
6. **Transfer of Wastes and Title.**

- (A) Waste Materials tendered to the CONTRACTOR during the Collection Day(s) shall be tendered subject to Pacific County's warranties, indemnifications and obligations, as set forth in Section Eight & Nine of this agreement.
- (B) At the time the CONTRACTOR signs a standard form of manifest indicating acceptance of delivery of Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred to the CONTRACTOR.
- (C) If, following signature of a manifest pertaining to the Waste Materials, such Waste Materials are discovered to be "nonconforming" in whole or in part, the CONTRACTOR, may revoke in writing its acceptance of all such nonconforming Waste Materials. A revocation of acceptance shall operate to revert title, risk of loss, and other incidents of ownership in Pacific County at the time revocation is communicated in writing to Pacific County.
- (D) Waste Materials shall be considered "nonconforming" for purpose of this agreement if they are not in accordance with the descriptions or specifications state in the Material Profile Sheet.
- (E) Pacific County shall remove nonconforming Waste Materials from the possession of CONTRACTOR, within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to CONTRACTOR,

7. Pacific Solid Waste Disposal, Inc., Warranties. CONTRACTOR warrants that:

- (A) It understands the currently known hazards, which are presented to persons, property, and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage, and recycling of the Waste Materials.
- (B) It will transport, store, and recycle the waste Materials in full compliance with all governmental laws, regulations, and orders.
- (C) The waste management facilities described in paragraph one of this agreement are now licensed and permitted to store and recycle waste materials within the description of the Waste Materials; and
- (D) In the event such waste management facility loses its permitted status during the term of this agreement, the CONTRACTOR, will promptly notify Pacific County of such loss.

8. Pacific County Warranties. Pacific County warrants that:

- (A) The description of Waste Materials made pursuant to the Waste Materials Profile Sheet is accurate and correct.
- (B) All waste materials tendered by the public during the collection day shall conform to such description.
- (C) It has and will, during the term of this agreement, continue to communicate to the CONTRACTOR, those hazards and risks known to or learned by Pacific County to be incident to the handling, transportation, storage, treatment, and recycling of the Waste Materials.

- 9. Indemnification.** In accepting this Agreement, the CONTRACTOR, 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 be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from

intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, 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.

10. **Insurance.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000.00 or greater per occurrence and \$2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
11. **Work on Transfer Site Premises.** The CONTRACTOR agrees to provide Pacific County, its employees, delegates and invitees a safe working environment for any work in performance of this Agreement that must be undertaken on premises owned or operated by CONTRACTOR. Pacific County and employees shall comply with the safety procedures of CONTRACTOR, while on Pacific Solid Waste Disposal's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered in writing to Pacific County prior to the commencement of work on Pacific Solid Waste Disposal's premises.
12. **No Waiver.** Any failure of a party to enforce any provisions of this agreement shall not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time.
13. **Enforcement.** If a suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge as reasonable attorney's fees.
14. **Law to Apply.** The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the laws of the State of Washington.
15. **Savings and Severability.** If any provision thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
16. **Non-delegation.** The services to be furnished under the terms of this agreement shall be performed by CONTRACTOR personally and shall not be delegated or subcontracted in whole or in part without the express consent of Pacific County.
17. **Entire Agreement.** This agreement incorporates the entire understanding and agreement of the parties regarding the delivery, transportation, sale, disposal, storage and use of the Waste Materials and any modification hereto must be in writing.

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

In witness thereof the parties have caused this agreement to be executed by their duly authorized representative on the day and year first above written.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Pacific Solid Waste Disposal, Inc.

Steve Rogers, Chair



Jay Alexander, Owner

Lisa Ayers, Commissioner

3-11-2014

Date

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney

**SIGN
HERE**

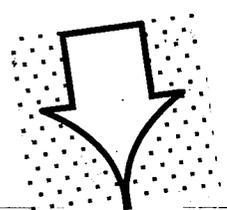


EXHIBIT A

MATERIAL PROFILE SHEET

Materials to be collected during the two events will include:

- Refrigerators
- Freezers
- Washing Machines
- Dryers
- Dishwashers
- Hot Water Heaters
- Stove/Ovens (including microwave and toaster ovens)

All items must be of household origin.

WASTE COLLECTION AND MANAGEMENT AGREEMENT

This Agreement is made by and between Pacific County, a municipal corporation hereinafter referred to as the "COUNTY", and Royal Heights Transfer Station, a Washington Corporation hereinafter referred to as the "CONTRACTOR".

1. **Purposes.** The parties agree to participate in three one-day Household Appliance Collection Event during which the public will be permitted to deliver Waste Materials, at the solid waste transfer station located near Raymond, Washington, that is operated by the CONTRACTOR.
2. **Date.** The parties agree that the first Household Appliance Collection Day will occur on the 17th day of May 2014 and 20th day of September 2014.
3. **Duties of Parties.** The parties agree that the following will be their duties in relation to the Household Appliance Collection Day.
 - (A) Pacific County agrees to provide public announcements of the event and to advise the public regarding the types of waste materials that may be deposited at the transfer station on the Collection Day.
 - (B) The CONTRACTOR agrees that it will provide sufficient staff to oversee the delivery of waste materials to the transfer site by members of the public on the Collection Day and that it will be solely responsible for directing all activities relating to the delivery and storage of waste materials at the transfer station on that date.
 - (C) The CONTRACTOR agrees to take possession of all waste materials delivered to the transfer site by the public on the Collection Day, without any charges other than those set forth in this agreement.
 - (D) The CONTRACTOR further agrees that it will store, handle, transfer and recycle all the waste materials delivered to the transfer site on the Collection Day.
4. **Fees and Billings.**
 - (A) Pacific County agrees to pay the CONTRACTOR \$25.00 for every refrigeration device requiring the removal of chlorofluorocarbons (CFC's) which is delivered to the transfer site on the Collection Day.
 - (B) Upon completion of the Collection Day, the parties shall jointly calculate the number of refrigeration devices collected and determine the amount owed by Pacific County for these items.
 - (C) Invoices submitted by the CONTRACTOR shall be paid no later than thirty days from the date of invoice.
5. **Waste Materials.** The materials that are the subject of this agreement are set forth in the Material Profile Sheet attached hereto as *Exhibit A* and incorporated herein by reference. The materials described in the Materials Profile Sheet are referred to in this Agreement as the "Waste Materials".

6. Transfer of Wastes and Title.

- (A) Waste Materials tendered to the CONTRACTOR during the Collection Day(s) shall be tendered subject to Pacific County's warranties, indemnifications and obligations, as set forth in Section Eight & Nine of this agreement.
- (B) At the time the CONTRACTOR signs a standard form of manifest indicating acceptance of delivery of Waste Materials, title, risk of loss and all other incidents of ownership with respect to those Waste Materials shall be transferred to the CONTRACTOR.
- (C) If, following signature of a manifest pertaining to the Waste Materials, such Waste Materials are discovered to be "nonconforming" in whole or in part, the CONTRACTOR, may revoke in writing its acceptance of all such nonconforming Waste Materials. A revocation of acceptance shall operate to re-vest title, risk of loss, and other incidents of ownership in Pacific County at the time revocation is communicated in writing to Pacific County.
- (D) Waste Materials shall be considered "nonconforming" for purpose of this agreement if they are not in accordance with the descriptions or specifications state in the Material Profile Sheet.
- (E) Pacific County shall remove nonconforming Waste Materials from the possession of CONTRACTOR, within a reasonable time, not to exceed seven (7) days after revocation of acceptance has been communicated to CONTRACTOR,

7. Royal Heights Transfer Station, Inc., Warranties. CONTRACTOR warrants that:

- (A) It understands the currently known hazards, which are presented to persons, property, and the environment in the transportation, reclamation, recovery, sale, treatment, distribution, storage, and recycling of the Waste Materials.
- (B) It will transport, store, and recycle the waste Materials in full compliance with all governmental laws, regulations, and orders.
- (C) The waste management facilities described in paragraph one of this agreement are now licensed and permitted to store and recycle waste materials within the description of the Waste Materials; and
- (D) In the event such waste management facility loses its permitted status during the term of this agreement, the CONTRACTOR, will promptly notify Pacific County of such loss.

8. Pacific County Warranties. Pacific County warrants that:

- (A) The description of Waste Materials made pursuant to the Waste Materials Profile Sheet is accurate and correct.
- (B) All waste materials tendered by the public during the collection day shall conform to such description.
- (C) It has and will, during the term of this agreement, continue to communicate to the CONTRACTOR, those hazards and risks known to or learned by Pacific County to be incident to the handling, transportation, storage, treatment, and recycling of the Waste Materials.

- 9. Indemnification.** In accepting this Agreement, the CONTRACTOR, 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 be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, 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.

10. **Insurance.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000.00 or greater per occurrence and \$2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
11. **Work on Transfer Site Premises.** The CONTRACTOR agrees to provide Pacific County, its employees, delegates and invitees a safe working environment for any work in performance of this Agreement that must be undertaken on premises owned or operated by CONTRACTOR. Pacific County and employees shall comply with the safety procedures of CONTRACTOR, while on Pacific Solid Waste Disposal's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered in writing to Pacific County prior to the commencement of work on Pacific Solid Waste Disposal's premises.
12. **No Waiver.** Any failure of a party to enforce any provisions of this agreement shall not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time.
13. **Enforcement.** If a suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge as reasonable attorney's fees.
14. **Law to Apply.** The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the laws of the State of Washington.
15. **Savings and Severability.** If any provision thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.
16. **Non-delegation.** The services to be furnished under the terms of this agreement shall be performed by CONTRACTOR personally and shall not be delegated or subcontracted in whole or in part without the express consent of Pacific County.
17. **Entire Agreement.** This agreement incorporates the entire understanding and agreement of the parties regarding the delivery, transportation, sale, disposal, storage and use of the Waste Materials and any modification hereto must be in writing.

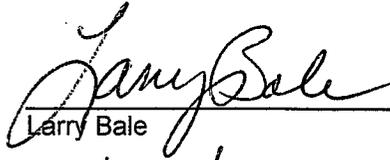
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

In witness thereof the parties have caused this agreement to be executed by their duly authorized representative on the day and year first above written.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Royal Heights Transfer Station

Steve Rogers, Chair



Larry Bale

Lisa Ayers, Commissioner

3/17/14

Date

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney

EXHIBIT A

MATERIAL PROFILE SHEET

Materials to be collected during the two events will include:

- Refrigerators
- Freezers
- Washing Machines
- Dryers
- Dishwashers
- Hot Water Heaters
- Stove/Ovens (including microwave and toaster ovens)

All items must be of household origin.



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

REQUESTED MEETING DATE:
 04.08.2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

Review: Clerk of the Board
 Risk Management
 Legal

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input 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): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: 04.02.2014
NARRATIVE OF REQUEST	
<p>The Department of Community Development requests the Board's approval to promote Shawn Humphreys to Senior Environmental Health Specialist - Grade 14 Step 9. Shawn will oversee and manage the Environmental Health Programs, as well as the Household Hazardous Waste Facility, which is a huge responsibility.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



AGENDA REQUEST FORM

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

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

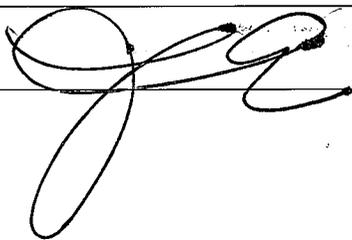
Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
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	<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): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred, Director	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 04.02.2014
NARRATIVE OF REQUEST	
<p>The Department of Community Development would like to move forward with advertising and hiring an Administrative Assistant I for our Long Beach Office. The position is full time and will start at a Grade 7 Step 1.</p>	
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:
 4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

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| | <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 |

RECEIVED
 PACIFIC COUNTY
 MAR 20 2014

AGENDA ITEM REQUEST

GENERAL ADMINISTRATION
 COMMUNICATIONS

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

DEPARTMENT/OFFICE: Vegetation Management	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Jeff Nesbitt- Director	PHONE / EXT: (360) 942-7758
SIGNATURE:	DATE: 3/27/2014
NARRATIVE OF REQUEST	
I am request approval from the BOCC to obtain a credit card to be used for purchasing supplies online, making hotel reservations, and emergencies.	
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:
 April 8, 2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

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| <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: Fair	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Dotsi Graves, Fair Manager	PHONE / EXT: Ext 2288
SIGNATURE:	DATE: April 1, 2014
NARRATIVE OF REQUEST	
Pacific County Fair solicited bids for the 2014 Pacific County Fair Exhibitor's Guide. Two bids were received from the solicitation. Fair recommends awarding the contract to Flannery Publications in the amount of \$4,223.20.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: _____

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

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

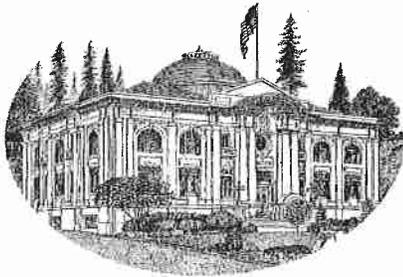
TOTAL COST/AMOUNT (include sales & use tax): _____ TOTAL TAX: _____

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

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

IN-KIND MATCH REQUIRED? Yes No DESCRIBE MATCH: _____

MATCHING FUNDS REQUIRED? Yes No AMOUNT OF MATCHING FUNDS: _____



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

P.O. Box 66, South Bend, WA 98586-0066

Email: pw@co.pacific.wa.us Web: www.co.pacific.wa.us

Pacific County is an Equal Opportunity Employer

Willapa Harbor Area
(360) 875-9368
FAX 875-9377

Peninsula Area
(360) 642-9368
FAX 642-9377

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

Memorandum

DATE: April 8, 2014

TO: Board of County Commissioners

FROM: Dotsi Graves, Fair/Parks Manager *DG*

RE: **Award of 2014 Pacific County Fair Exhibitor's Guide**

Pacific County Fair solicited bids for the 2014 Pacific County Fair Exhibitor's Guide. Two bids were received from the solicitation. Please find copies of bids attached.

This office recommends awarding the contract to Flannery Publications in the amount of \$4,223.20.

Thank you for your time and consideration.

Flannery Publications

Bid to Build, Print and Ship 2014 Pacific County Fair Premium Book

Specs:

Copies: 4,000

Page Count: 64

Color Pages: 32
1,2,3,4,13,14,15,16,17,18,19,20,29,30,31,32,33,
34,35,36,45,46,47,48,49,50,51,52,61,62,63,64

Bundles Size: 100

Ship To: Pacific County Fair Grounds or Customer's Choosing

Description of Job:

We will provide all graphic design work using copy and graphic assets provided by the fair board. We will build ads and provide proofs to the fair customers and/or board members as needed. We will print and ship the books as per the specs designated above.

Charges:

Setup, Design & Pagination Services:	\$640.00
Ad Building, Proof Processing	\$1,600.00
Printing, Stitching, Trimming <u>and Shipping</u>	<u>\$1983.20</u>
Total	\$4223.20

Thank you for giving us the opportunity to serve your prepress and printing needs.

Sincerely,

Pat Myers
Flannery Publications
POB 706
Raymond, WA 98577
360-942-3466
pscotmyers@aol.com

Pacific Co. Fair Booklet

John Bruijn [jbruijn@dailyastorian.com]

Sent: Monday, March 31, 2014 4:07 PM

To: Dotsi Graves

Hi Dotsi,

Below is my bid for the 2014 Pacific County Far Booklet:

64 page booklet

NorBrite Plus paper

4,000 Copies

Full color on pages

1,2,3,4 13,14,15,16,17,18,19,20 29,20,31,32,33,34,35,36 45,46,47,48,49,50,51,52 61,62,63,64

Stitched and Trimmed

Booklet Layout & Design

Ad Creation/Building

\$4490.16

Thank you, John

John D. Bruijn
Production Director
The Daily Astorian

jbruijn@dailyastorian.com

503.325.3211 x210 | 800.781.3211 x210 | 503-791-3180 Cell

P.O. Box 210 • 949 Exchange Street
Astoria, Oregon 97103
www.dailyastorian.com



REQUESTED MEETING DATE:
4/8/2014

AGENDA REQUEST FORM

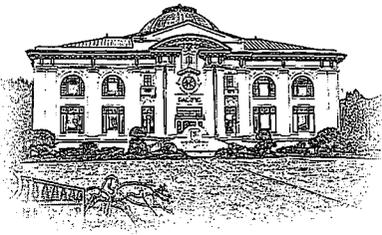
[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #	Initial	Date
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS	<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO:		Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE:	TIME:			<input type="checkbox"/> Risk Management
<input type="checkbox"/> OTHER:				<input type="checkbox"/> 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: <u>Prosecutor</u>	DIVISION (if applicable):
OFFICIAL NAME & TITLE:	PHONE / EXT: <u>875-9361</u>
SIGNATURE: <u>David Burke</u>	DATE: <u>4/3/14</u>
NARRATIVE OF REQUEST <u>Brent Bottoms is leaving. We need to replace him</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Pacific County
PROSECUTING ATTORNEY

David Burke, Prosecutor

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: DAVID J. BURKE, PACIFIC COUNTY PROSECUTOR DTB
DATE: APRIL 1, 2014
RE: SENIOR DEPUTY PROSECUTOR POSITION

I am asking you to allow me to advertise for a new Senior Deputy Prosecutor to replace Brent Bottoms. Mr. Bottoms will be leaving our office at the end of April. This position is a Management Grade 18, with a salary range of \$5,056 - \$6,473 per month.

Thank you for your consideration.

RECEIVED
PACIFIC COUNTY

APR - 1 2014

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:

4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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: _____

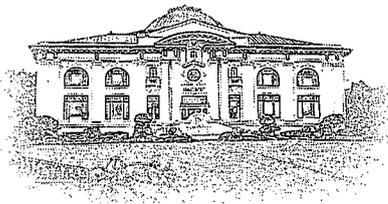
DISTRIBUTION LIST:

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| | <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: 3/31/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Proclamation declaring April 13-19, 2014 as Washington State University Master Gardener Volunteer Week	



Pacific County COMMISSIONERS

Steve Rogers, District #1

Frank Wolfe, District #2

Lisa Ayers, District #3

PROCLAMATION

WHEREAS, The Washington State University Master Gardener Volunteer Program is celebrating 41 years of service to the citizens of our state and 32 years to the citizens of Pacific County; and

WHEREAS, this model of volunteer service has been emulated in all fifty states and numerous foreign countries and was founded by Washington State University in 1973; and

WHEREAS, there are approximately 3,600 WSU Master Gardener volunteers who served more than 150,000 Washington State residents in 2013; and

WHEREAS, these dedicated volunteer educators use their love of gardening to enhance natural resources and environmental stewardship, improve health and wellness of Washington residents, and create and sustain vibrant communities and urban neighborhoods; and

WHEREAS, the Master Gardener program sets a remarkable example of voluntary community service by returning to Washington citizens over 10 times the funds expended on the program's maintenance; and

NOW THEREFORE, the Board of Commissioners for Pacific County does hereby proclaim:

**WASHINGTON STATE UNIVERSITY
MASTER GARDENER VOLUNTEER WEEK
April 13 through 19, 2014**

in Pacific County, and urge all citizens to join in this special observance.

DATED this 8th day of April, 2014.

BOARD OF COMMISSIONERS
PACIFIC COUNTY

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner



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:

4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

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| | <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): Franchises
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 3/26/2014
NARRATIVE OF REQUEST	
<p>We have received a request from Charter Communications to extend their franchise through December 31, 2014. This will allow us time to update our Franchise Ordinance No. 30A.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Adopt Resolution 2014-_____ authorizing a franchise extension with Falcon Community Ventures I, L.P. I/k/a Charter Communications through December 31, 2014, or until the franchise ordinance is amended, whichever may come first</p>	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-_____

IN THE MATTER OF ADOPTING A FRANCHISE EXTENSION FOR FALCON
COMMUNITY VENTURES I, L.P. 1/k/a CHARTER COMMUNICATIONS

WHEREAS, Franchise #2002-01 was approved January 21, 2003 with Falcon
Community Ventures I, L.P. 1/k/a Charter Communications for a period of ten years; and

WHEREAS, Charter's Franchise with Pacific County expired on March 2, 2013; and

WHEREAS Charter timely filed its request for renewal of the Franchise in accordance
with Pacific County Ordinance No. 30A; and

WHEREAS, it is in the public interest to extend the current Franchise for an additional
period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Franchise with Falcon
Community Ventures I, L.P. 1/k/a Charter Communications shall be extended through
December 31, 2014 or until Pacific County Franchise Ordinance is amended and an
agreement is negotiated, whichever comes first. All other term and conditions of
Franchise #2002-01 remains in effect.

PASSED by the Board of Pacific County Commissioners meeting in regular session this
8th day of April, 2014 at South Bend, Washington, by the following vote 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

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board



AGENDA REQUEST FORM

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

Agenda Item #: _____

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): Leases
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 3/26/2014
NARRATIVE OF REQUEST	
<p>On May 27, 2008 we entered into an Intergovernmental Agreement with Fire District No. 3 for construction of a fire department/fair office in Menlo. Recently, we were informed by our Prosecutor that the agreement should be a "lease". In lieu of rental payments, the fire department allows the back portion of the building to be used as the fair office.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve Lease of Premises with Pacific County Fire District No. 3 pertaining to Tax Parcel No. 13081133118; the back portion of the building will be used as the fair office and will constitute full payment of any and all rent due by the fire department</p>	

LEASE OF PREMISES

THIS LEASE is made this 8th day of April, 2014, by and between the County of Pacific, a municipal corporation ("LESSOR"), and Pacific County Fire District No. 3, a corporation organized under the laws of the State of Washington, authorized to do business in the State of Washington, ("LESSEE"), as and for a lease of certain premises hereinafter described in Exhibit A and Exhibit B:

LESSOR, in consideration of the covenants and agreements later contained, by the LESSEE to be performed, hereby leases unto the LESSEE those certain premises in Menlo, County of Pacific, State of Washington, described in Exhibit A, which Exhibit is attached and by this reference incorporated herein for all purposes as if here set forth at length.

Said lease of premises to the LESSEE shall be on the following terms and conditions:

1. TERM:

The term of this LEASE including any renewals shall commence on the 8th day of April 2014. The initial term of the lease shall be ten (10) years. The COUNTY hereby grants the FIRE DISTRICT two (2) options to extend this LEASE for ten (10) years per option for a total of twenty additional years so long as the FIRE DISTRICT exercises those options in a timely manner as provided below and is not in default with respect to the LEASE as of the date of giving notice of the exercise of such option. Notice of the intent to exercise an option must be provided to the COUNTY in writing at the address provided in Section 17 below and must be given no later than 120 days prior to the expiration of any current term. At the termination of this LEASE, the FIRE DISTRICT agrees to quit and surrender the building to the COUNTY peaceably.

2. RENTAL:

The FIRE DISTRICT constructed a 36'W X 81'L X 16'H pole building Fire Station/Fair Office and a third bay 28'L x 14'W including all interior improvements as described in EXHIBIT "A" and EXHIBIT "B" to this LEASE on Parcel No. 13081133118 in compliance with the laws and regulations of the State of Washington and Pacific County. Such building was constructed and ready and approved for occupancy by the 1st of August, 2008. The cost and expense of design, construction, and permitting of said Fire Station/Fair Office was the sole expense of the FIRE DISTRICT. The FIRE DISTRICT shall provide access to, occupancy and use of the rear of the building designated as "FAIR OFFICE SPACE" in EXHIBIT "A" to the COUNTY at no cost, for use as the Pacific County Fair Office or for other Fair related activities, during the entire term of this LEASE. Provision of such building space and access/occupancy to the COUNTY shall constitute full payment of any and all rent due the COUNTY for use and occupancy of the remainder of the building and site by the FIRE DISTRICT as per this LEASE.

3. PURPOSE:

Parcel No. 13081133118 shall be used by the FIRE DISTRICT for lawful purposes consistent with the operation of a FIRE STATION and reasonably related uses and for no other purpose without the written consent of the COUNTY being first obtained. The COUNTY agrees that it will use the portion of the building occupied by the COUNTY for lawful purposes consistent with the operation of the PACIFIC COUNTY Fairgrounds.

4. ALTERATIONS:

No structural or capital expansions of or additions to the Fire Station/Fair Office building or other external appurtenances shall be made by the FIRE DISTRICT without the consent of the COUNTY. All buildings, roadways, utilities, equipment foundations and alterations, additions, and improvements in existence at the time of the expiration of this LEASE or made in or to the premises thereafter shall, unless otherwise provided by written agreement, be the property of the COUNTY and remain and be surrendered with the premises at the termination of this LEASE. The FIRE DISTRICT waives all claims for damages to or loss of any improvements belonging to the FIRE DISTRICT that may be in or upon the premises, and relinquished to the COUNTY at termination of this LEASE. The transfer of improvements owned by the FIRE DISTRICT pursuant to this contractual provision is partial consideration for the agreed rental rate. Additionally, this section shall not be deemed to transfer ownership from the FIRE DISTRICT of its furniture, fixtures, equipment and improvements installed by the FIRE DISTRICT. So long as the FIRE DISTRICT is not in default with respect to this LEASE, the FIRE DISTRICT shall retain sole ownership of the building structure described in ATTACHMENT "A" during the term of this LEASE. Furniture, fixtures and equipment shall be removed by the FIRE DISTRICT upon termination of this LEASE. Upon such termination, the FIRE DISTRICT will leave the building in a clean and tidy condition.

The FIRE DISTRICT agrees to maintain the building in a safe and orderly condition, free from nuisances and dangerous or defective conditions, such that the building and/or grounds will not constitute a nuisance or threat to the COUNTY or to the general public.

5. UTILITIES:

The FIRE DISTRICT agrees that it shall ensure sufficient connection of electrical power service to serve the entire needs of the building. Further, the FIRE DISTRICT agrees to maintain said electrical service in a safe and functional condition at all times during the term of the LEASE, and to fully and promptly pay for the on-going cost of power utilities to the building throughout the term of this LEASE. The COUNTY agrees to connect the building to the Pacific County Fair on-site septic disposal system and public water service, to fully and promptly provide or pay for the on-going cost of water and on-site septic service throughout the term of this LEASE. The parties to the LEASE agree that providing and paying for all other utilities, including telephone and communications, shall be the sole responsibility of each party based upon its own usage. Each party to this LEASE agrees to take reasonable care and precautions in usage of utilities and utility infrastructure to minimize potential cost and/or damage to the utilities provided by or to the other party.

6. LIENS:

The FIRE DISTRICT shall keep the building and every part thereof and all other improvements at any time located thereon free and clear of any and all mechanic's, material men's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operation of the FIRE DISTRICT, and alteration, improvement, or repairs or additions which the FIRE DISTRICT may make or permit to cause to be made, or any work or construction, by, for, or permitted by the FIRE DISTRICT on or about the premises, or any obligations of any kind incurred by the FIRE DISTRICT, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based. The FIRE DISTRICT shall indemnify the COUNTY and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto.

7. **CESSATION OF FIRE DISTRICT OPERATION:**

In the event that the FIRE DISTRICT substantially ceases operation of business on this site for twelve (12) consecutive months, the COUNTY may terminate the LEASE. The COUNTY shall give the FIRE DISTRICT one hundred twenty (120) days written notice prior to terminating the lease for this cause. During the 120 day notice of termination period, the FIRE DISTRICT may reestablish substantial operation of the building as a Fire Station and provide written notice of such to the COUNTY, thereby staying said termination action.

8. **ASSIGNMENT AND SUB-LETTING:**

The FIRE DISTRICT shall not assign, transfer, sub-let, lease, pledge, surrender, or otherwise encumber or dispose of this property and/or building or any interest in any portion of the premises, or permit any other person or persons, government entity, company or corporation to occupy the premises for use that is not reasonably related to operation of a Fire Station, without first obtaining authorization by resolution of the Board of County Commissioners.

9. **HOLD HARMLESS**

- A. It is understood and agreed that this LEASE is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this LEASE. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the FIRE DISTRICT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. The FIRE DISTRICT, 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 the FIRE DISTRICT 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, the FIRE DISTRICT, 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.
- C. The FIRE DISTRICT shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$2,000,000 or greater per occurrence and \$5,000,000 aggregate for the term of this LEASE. The FIRE DISTRICT must name the COUNTY as an additional insured. The FIRE DISTRICT agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that FIRE DISTRICT's liability insurance policy shall so state. Certificates of Insurance should be forwarded to the COUNTY as the liability policy(ies) renew(s). The FIRE DISTRICT 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.

10. **ENTIRE LEASE**

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

11. **LEASE MODIFICATIONS**

The COUNTY and the FIRE DISTRICT may, from time to time, request modification of this LEASE. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this LEASE. It is mutually agreed and understood that no alteration or variation of the terms of this LEASE shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding.

12. **TERMINATION BY THE COUNTY/DEFAULT BY THE FIRE DISTRICT:**

Absent a default by FIRE DISTRICT of any of the terms and conditions of this LEASE, the COUNTY may not terminate this LEASE without the express written consent of FIRE DISTRICT which may be withheld for any reason.

13. **SPECIAL PROVISION**

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

14. **SEVERABILITY**

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

15. **DISPUTE RESOLUTION**

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

16. **GOVERNING LAW AND VENUE**

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

17. **ADMINISTRATION**

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

For the COUNTY: Board of County Commissioners
Clerk of the Board
P.O. Box 187
South Bend, WA 98586-0187
Telephone: (360) 875-9337

For the RECIPIENT: Rex Hutchins, Chair
Pacific County Fire District No. 3
212 Commercial St
Raymond WA 98577
Telephone (360) 942-3736

IN WITNESS WHEREOF, representatives of both the COUNTY and the FIRE DISTRICT executed this LEASE the date(s) so noted below.

FIRE DISTRICT NO. 3

**BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

Rex Hutchins, Chair Date

Steve Rogers, Chair

ATTEST:

Frank Wolfe, Commissioner

Bob Johnson, Assistant Secretary Date

Lisa Ayers, Commissioner

APPROVED AS TO FORM:
DR. DAVID J. BURKE
Pacific County Prosecuting Attorney

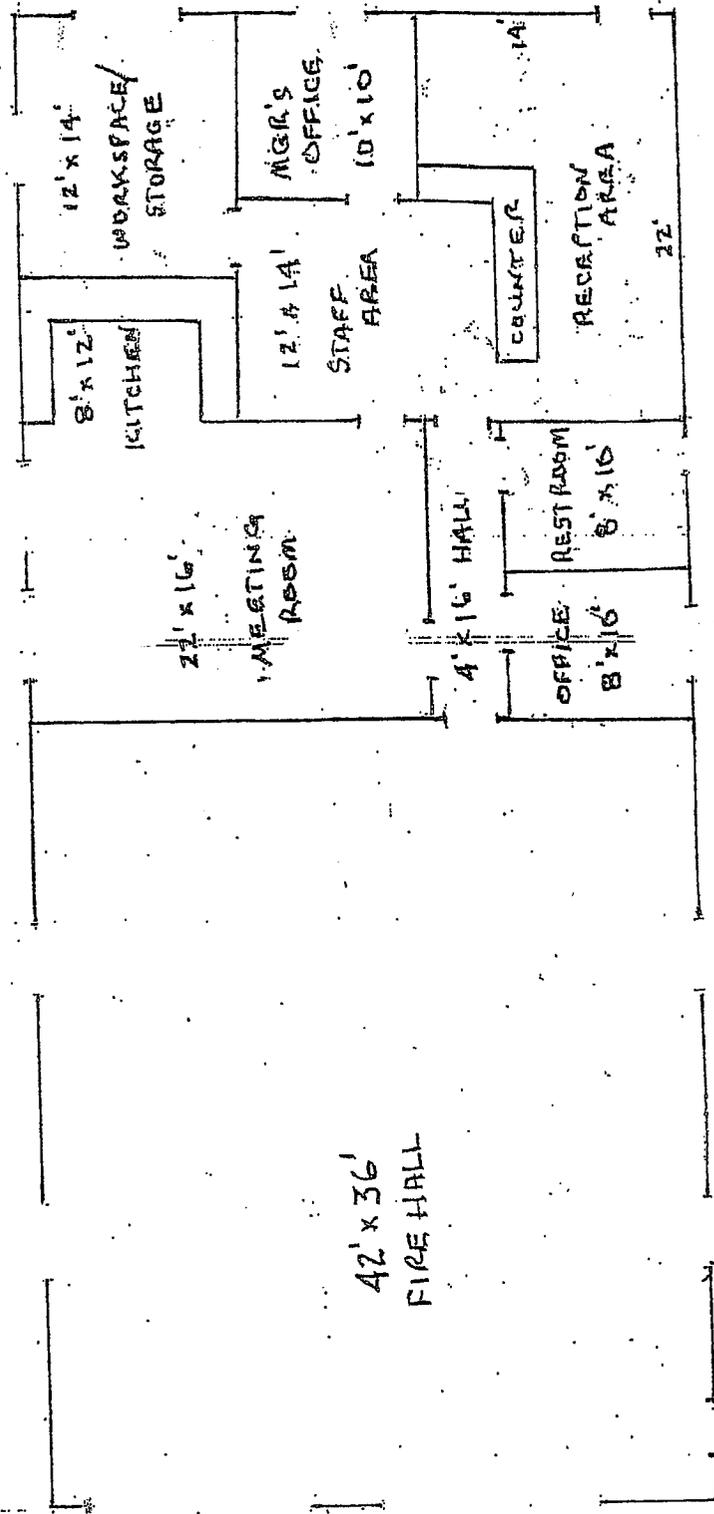
ATTEST:

By: _____

Marie Guernsey Date
Clerk of the Board

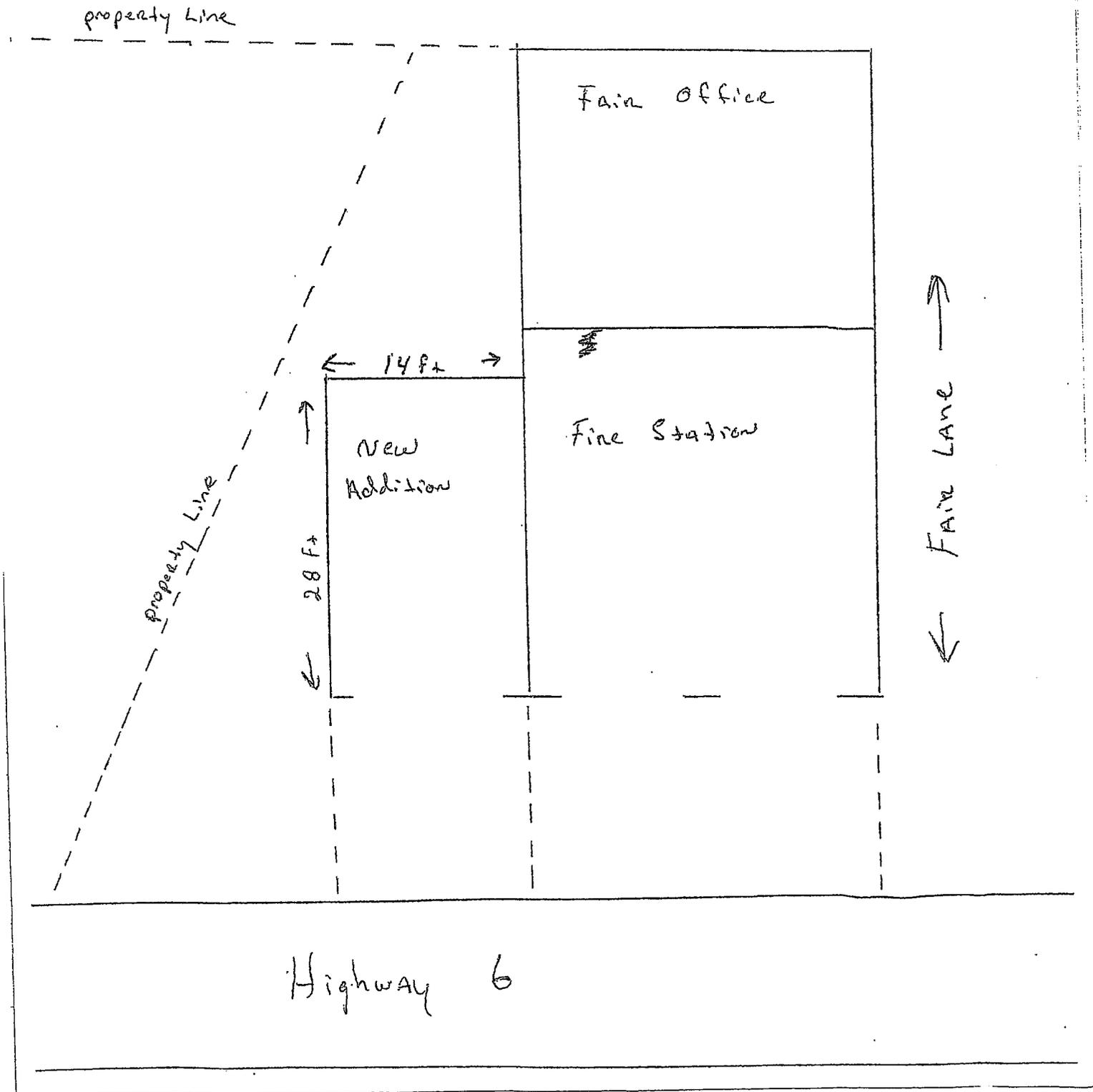
Exhibit A

MENLO FIRE STATION / FAIR OFFICE DRAFT FLOOR PLAN



new addition will be Approx eleven feet of the property line

Exhibit B





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:

4/8/2014

AGENDA REQUEST FORM

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

Agenda Item #: _____

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:

RF

Assessor

DPW

PACCOM

Superior Court

CF

Auditor

EMA

PC Fair

Treasurer

SEA

Clerk

Health

Prosecutor

Vegetation Mgmt

Civil Service

Juvenile

SDC

WSU Coop. Ext.

DCD

NDC

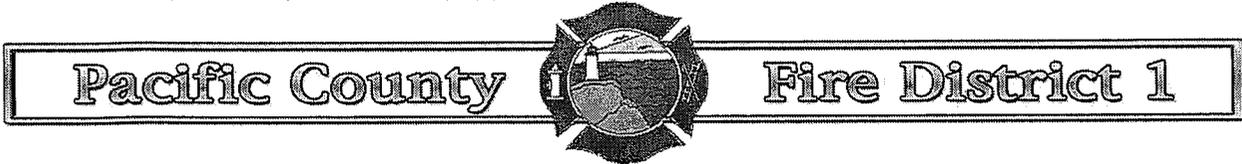
Sheriff

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: 3/27/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Community Room User's Agreement with Pacific County Fire District No. 1 for Community Forum to be held May 13, 2014 and authorize Chair to sign	



Proudly Serving Since 1940

COMMUNITY ROOM USER'S AGREEMENT

Person(s) or Name of Organization: _____ (Tenant)
Contact Person: Marie Guernsey Address: _____
Phone Number: _____ Alternate Number: _____
Date of Use: 5/13/2014 Time In: 17:30 hrs Time Out: 19:30 hrs
Type of Event to be Held: _____

This is an agreement between Pacific County Fire District 1 (District) and a Person or Organization (Tenant) requesting the use of the Community Room at [X] District Station 21-1 or [] District Station 21-2. The purpose of use shall follow District Policy POL #502, "Using District Facilities."

The Tenant shall agree to pay the District the sum of \$ 0 for use of the premises.

The District reserves the right to cancel or change any use of the facilities. If it is determined that the District has a priority need, every effort will be made to give the Tenant 24 hours notice.

The premises shall be vacated in a clean, neat, and undamaged condition. In the event that such premises are vacated in a condition not satisfactory to the District, the Tenant shall pay the cost of cleaning, restoring, or repairing the premises. Satisfactory condition includes:

- Spills cleaned up No property damage Furniture repositioned
Lights off Tabletops washed Garbage thrown away

The premises shall be used for the type of event described above, and for no other purposes. The Tenant agrees that the premises shall not be used for any purpose that will violate any law or ordinance of any governing authority. The Tenant declares the organization does not practice discrimination of any kind.

The Tenant shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. The District retains the right to terminate the event, or expel any person or persons who are deemed to be unruly, unsafe, acting illegally or with dangerous behavior, or who are in violation of any other clause of the contract.

The following restrictions will apply to every event held on these premises:

- No illegal activities, drugs or firearms Usage limited to meeting room, kitchen and rest rooms
No alcohol or tobacco use allowed on the premises
No taping, tacking, or nailing of decorations or signs to any wall, door or ceiling

In the event that it becomes necessary for the District to employ an attorney to enforce any provisions of this agreement, the Tenant agrees to pay all reasonable costs incurred by the District, including attorney's fees.

By signing below, the Tenant agrees to assume responsibility for all liabilities that occur or arise in any way from the use of the premises. The tenant further agrees to release the District from all suits, actions, compensation, consequential and punitive damages, personal injuries, and any and all losses or damages that may occur as a result of the use of these premises.

The undersigned hereby agrees to release, indemnify, and hold harmless Pacific County Fire District 1 and its officers, members, and employees against any such claims brought by any person or entity.

Name of Tenant (print): _____ Signature of Tenant: _____

Name of District Member: _____ Signature: _____ Date: _____

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.

PUBLISH: 1 time - Chinook Observer – March 19, 2014

PUBLIC NOTICE
CALL FOR BIDS – OFFICIAL COUNTY NEWSPAPER
CALL FOR BIDS – AREA-SPECIFIC NEWSPAPER

The Board of Pacific County Commissioners intends to contract with a qualified legal newspaper, in accordance with RCW 65.16.020, to serve as the official newspaper for publishing all of Pacific County’s legal and other official notices for one year beginning July 1, 2014. And, since some notices must be published in a legal newspaper (in general circulation) in a specific area, the Board will also consider contracting with one or more qualified legal newspapers for publishing area-specific legal and official notices of Pacific County for the same one year term. Qualified proponents are invited to submit bids for serving as Pacific County’s official newspaper and/or legal newspaper for the specific area of the county within which the newspaper is generally circulated.

Bids timely and properly received will be publicly opened and read aloud by the Board of County Commissioners at the hour of 10:00 a.m., or soon thereafter, on Tuesday, April 8, 2014, in the Commissioners Meeting Room of the Pacific County Courthouse Annex located at 1216 W. Robert Bush Drive (US-101 and Pacific Avenue) in South Bend, Washington. *(Any bid received after that time shall be null and void and shall be returned unopened to the bidder.)*

Bids shall be submitted in a sealed envelope clearly marked with the name and address of the bidder and the words “BID FOR ADVERTISING AND PUBLICATION OF LEGAL AND OFFICIAL NOTICES” with “OFFICIAL COUNTY NEWSPAPER” and/or “AREA SPECIFIC NEWSPAPER”, as applicable, on the outside of the envelope. Specifications for this Call for Bids must be obtained by contacting the Clerk of the Board of Pacific County Commissioners at the Commissioners’ Office (Suite F-G) of the Courthouse Annex, PO Box 187, South Bend, WA, 98586-0187, telephone: 360/875-9337, or on our website www.co.pacific.wa.us.

In awarding the contract(s), it shall be let to the best and lowest responsible bidder(s), giving consideration to the question of circulation with a view to giving publication of notices the widest publicity. The provisions of RCW 43.19.1911 will be utilized in determining the lowest responsible bidder(s).

The Board of Pacific County Commissioners reserves the right to reject any or all bids and to waive any or all irregularities.

County Auditor

SAMPLE NOTICE #1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will conduct a public hearing to consider supplemental budget requests as follows:

2012 FISCAL YEAR

Revenue Source	Amount
(001) Clerk - FCJIP Funding	\$21,000.00
(001) Clerk - Meth Funding	\$26,185.25
(001) Current Expense - Fund Balance	\$40,601.80
(001) North District Court - AOC Grant	\$3,600.00
(001) Sheriff - WASPC Traffic Safety Grant	\$1,996.45
(001) South District Court - AOC Grant	\$3,600.00
(109) Vegetation - US Fish & Wildlife Grant	\$6,325.41
(111) Auditor's O&M - Fund Balance	\$5,402.72
(138) Court Special Account - Fund Balance	\$5,000.00
(160) PACCOM - WA State EMD E911 Program	\$75,973.77
(502) ER&R - Fund Balance	\$154,000.00
Total Revenues	\$343,685.40

Expenditure Use	Amount
(001) Clerk - Capital	\$23,955.10
(001) Clerk - Operating	\$23,230.15
(001) Non-Departmental - Operating	\$4,500.00
(001) North District Court - Operating	\$4,440.00
(001) Sheriff - Operating	\$1,996.45
(001) Sheriff Corrections - Operating	\$32,944.00
(001) South District Court - Operating	\$5,917.80
(109) Vegetation - Operating	\$6,325.41
(111) Auditor's O & M - Capital	\$5,402.72
(138) Court Special Account - Operating	\$5,000.00
(160) PACCOM - Capital	\$75,973.77
(502) ER&R - Capital	\$154,000.00
Total Expenditures	\$343,685.40

**Detailed information available upon request of the Clerk of the Board, Pacific County
Commissioners Office (360/875-9337)*

Said meeting will be conducted in the Commissioners' Meeting Room in the County Courthouse Annex in South Bend, Washington, 1216 W. Robert Bush Drive, on the 12th day of October, 2012, at the hour of 11:30 AM, or soon thereafter as possible. Any person may appear and offer comments regarding the supplemental budget requests. The Board will act to either approve, reduce or reject the supplemental requests. This 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 (Suite "F" of the Pacific County Annex located at 1216 W. Robert Bush Drive in South Bend, Washington), by mail (P.O. Box 187, South Bend, WA 98586), or by phone (360/875-9337 or TDD 360/875-9400).

Marie Guernsey
Clerk of the Board

PLEASE PUBLISH TWO TIMES:

SAMPLE NOTICE #2

PUBLIC NOTICE

CALL FOR BIDS – OFFICIAL COUNTY NEWSPAPER CALL FOR BIDS – AREA-SPECIFIC NEWSPAPER

The Board of Pacific County Commissioners intends to contract with a qualified legal newspaper to serve as the official newspaper for publishing all of Pacific County's legal and other official notices for one year beginning July 1, 2013. And, since some notices must be published in a legal newspaper (in general circulation) in a specific area, the Board will also consider contracting with one or more qualified legal newspapers for publishing area-specific legal and official notices of Pacific County for the same one year term. Qualified proponents are invited to submit bids for serving as Pacific County's official newspaper and/or legal newspaper for the specific area of the county within which the newspaper is generally circulated.

Bids timely and properly received will be publicly opened and read aloud by the Board of County Commissioners at the hour of 10:00 a.m. PDT, or soon thereafter, on Tuesday, April 13, 2013, in the Commissioners' Meeting Room of the Pacific County Courthouse Annex located at 1216 W. Robert Bush Drive (US-101 and Pacific Avenue) in South Bend, Washington. *(Any bid received after that time shall be null and void and shall be returned unopened to the bidder.)*

Bids shall be submitted in a sealed envelope clearly marked with the name and address of the bidder and the words "BID FOR ADVERTISING AND PUBLICATION OF LEGAL AND OFFICIAL NOTICES" with "OFFICIAL COUNTY NEWSPAPER" and/or "AREA SPECIFIC NEWSPAPER", as applicable, on the outside of the envelope. Specifications for this Call for Bids must be obtained by contacting the Clerk of the Board of Pacific County Commissioners at the Commissioners' Office (Suite F-G) of the Courthouse Annex, PO Box 187, South Bend, WA, 98586-0187, or by telephone: 360/875-9337.

The contract(s) shall be let to the best and lowest responsible bidder(s), giving consideration to the question of circulation with a view to giving publication of notices the widest publicity. The provisions of RCW 43.19.1911 will be utilized in determining the lowest responsible bidder(s).

The Board of Pacific County Commissioners reserves the right to reject any or all bids and to waive any or all irregularities.

County Auditor

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