

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

**Tuesday, September 8, 2015  
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 for items not on the agenda** (*limited to three minutes per person*)

### **CONSENT AGENDA**

- A) Approve regular meeting minutes of August 25, 2015
- B) Approve Rainbow Valley Landfill Claims Vouchers:
  - Ashley construction, Inc. - \$5,980
  - Bale Farms 2 - \$175
  - SCS Engineers - \$3,624.15
  - City of Raymond - \$280
  - PUD #2 - \$36.84
  - Dragon Analytical Laboratory - \$2,858

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #33

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, August 25, 2015**

**1216 W. Robert Bush Drive**  
**South Bend, Washington**

**CALL TO ORDER – 9:00 AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer

**GENERAL PUBLIC IN ATTENDANCE**

Gerry Amacher

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

**PUBLIC COMMENT - None**

**CONSENT AGENDA**

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

**Approve regular meeting minutes of July 28 and August 11, 2015**

**Approve Rainbow Valley Landfill Claims Vouchers:**  
**Royal Heights Transfer Station, Inc. - \$461.16**  
**PUD No. 2 - \$39.05**

**MEETING CLOSED – 9:02AM**

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

\_\_\_\_\_  
Steve Rogers, Chairman

ATTEST:

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Lisa Ayers, Commissioner

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

2015-34

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

ASHLEY CONSTRUCTION, INC  
PO BOX 111  
RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

Instructions:

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
3455	8/5/15	COVER MAINTENANCE	660	000	537	10	41	\$5980.00

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

Lamy Sale                      PRES.                      8/25/15  
Signature                              Title                              Date

Reviewed by: Faith Taylor                      9/3/15  
Faith Taylor, Director                      Date  
Department of Community Development

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

\_\_\_\_\_  
Chairman, Pacific County Board of Health                      Date

RECEIVED  
PACIFIC COUNTY  
  
SEP - 3 2015  
  
GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

**Ashley Construction, Inc.**

PO Box 111

Raymond, WA 98577

**Invoice**

Date	Invoice #
8/5/2015	3455

**Bill To**

**Royal Heights Transfer Station**

**876 State route 105**

**Raymond, WA 98577**

RECEIVED  
PACIFIC COUNTY

**SEP - 3 2015**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

Description	Hours / Loads	Rate Per Hour / Load	Amount
July 20, 2015			
Trackhoe	5	130.00	650.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	11	130.00	1,430.00T
Trackhoe	8	130.00	1,040.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00
<b>Total</b>			<b>\$5,980.00</b>

**Thank You For Your Business**

2015-35

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

BALE FARMS  
174 AIRPORT RD  
RAYMOND, WA 98577

Vendor #	Date
Reference No. 2	Purchase Order Number

**Instructions:**

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
5127	8/12/15	COVER MAINTENANCE	660	000	537	10	41	\$175.00

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

*Randy Bale*                      Pres.                      8/25/15  
Signature                                      Title                                      Date

Reviewed by:

*Faith Taylor*                                      9/3/15  
Faith Taylor, Director                                      Date  
Department of Community Development

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

\_\_\_\_\_  
Chairman, Pacific County Board of Health

\_\_\_\_\_  
Date

RECEIVED  
PACIFIC COUNTY

SEP - 3 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

RECEIVED  
PACIFIC COUNTY

BALE FARMS, INC  
174 AIRPORT RD  
RAYMOND, WA 98577  
360-942-3626  
BALEFARMS@GMAIL.COM

SEP - 3 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

# Invoice

DATE	INVOICE #
8/12/2015	5127

BILL TO	SHIP TO
RAINBOW VALLEY LANDFILL 114 AIRPORT RD RAYMOND, WA 98577	

DUE DATE	P.O. NUMBER
9/11/2015	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Mowing Fee	Mowing (per hour)	5		175.00
		<b>Subtotal</b>		175.00
		0% Tax		
		<b>Total</b>		175.00



SEP - 3 2015

**Invoice**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

2405 140<sup>th</sup> Avenue, NE  
Suite 107  
Bellevue, WA 98005-1877

425 746-4600  
FAX 425 746-6747  
www.scsengineers.com

**SCS ENGINEERS**

Mr. Larry Bale

Rainbow Valley Landfill, Inc.  
114 Airport Road  
Raymond, WA 98577

Remit to: SCS Engineers  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806-6816

Tax ID No: 54-0913440

June 30, 2015

Project No: 04215010.00

Invoice No: 0257363/0259431

**Rainbow Valley Landfill Post-Closure Evaluation**

- Meeting to present findings of Post-Closure Evaluation to Pacific County on June 22
- Reviewed first quarter 2015 monitoring results and proposed recommendations for 2015 monitoring

**Professional Services from May 01, 2015 to June 30, 2015**

Task 00001		Project Administration	
<b>Professional Personnel</b>			
		<b>Hours</b>	<b>Amount</b>
Senior Project Professional I - Office		4.00	500.00
Staff Professional - Office		.50	45.00
<b>Total Labor</b>			<b>545.00</b>
<b>Additional Fees</b>			
Communications Fee			5.45
<b>Total Additional Fees</b>			<b>5.45</b>
			<b>545.00</b>
<b>Total this Task</b>			<b>\$550.45</b>
Task 00002		Post-Closure Plan	
<b>Professional Personnel</b>			
		<b>Hours</b>	<b>Amount</b>
Project Director		7.00	1,309.00
Senior Project Professional I - Office		11.00	1,375.00
Totals		18.00	2,684.00
<b>Total Labor</b>			<b>2,684.00</b>
<b>Reimbursable Expenses</b>			
Auto Mlg/Maint/Rent/Gas			110.36
<b>Total Reimbursables</b>			<b>110.36</b>
			<b>110.36</b>
<b>Additional Fees</b>			
Communications Fee			26.84
<b>Total Additional Fees</b>			<b>26.84</b>
			<b>26.84</b>
<b>Total this Task</b>			<b>\$2,821.20</b>
Task 00007		Groundwater Monitoring & Reporting	
<b>Professional Personnel</b>			
		<b>Hours</b>	<b>Amount</b>
Senior Project Professional I - Office		2.00	250.00
Totals		2.00	250.00
<b>Total Labor</b>			<b>250.00</b>
<b>Additional Fees</b>			
Communications Fee			2.50
<b>Total Additional Fees</b>			<b>2.50</b>
			<b>2.50</b>
<b>Total this Task</b>			<b>\$252.50</b>
<b>Total this Invoice</b>			<b>\$3,624.15</b>

Thank you.





# CITY OF RAYMOND

230 2ND STREET  
RAYMOND, WA. 98577  
360-942-4100 fax 360-942-4137

Invoice No.

103

## INVOICE

### Customer

Name RAINBOW VALLEY LANDFILL, INC.  
Address 114 AIRPORT ROAD  
City RAYMOND State WA. ZIP 98577  
Phone \_\_\_\_\_

Date 8/6/2015  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL JULY 2015	\$270.00	\$270.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

### Payment Details

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$280.00
Shipping & Handling	
Taxes State	\$0.00
<b>TOTAL</b>	<b>\$280.00</b>

Office Use Only

THANK YOU FOR YOUR BUSINESS!

RECEIVED  
PACIFIC COUNTY

SEP - 3 2015

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

PUD NO. 2  
 \_\_\_\_\_  
 P.O. BOX 472  
 \_\_\_\_\_  
 RAYMOND, WA 98577  
 \_\_\_\_\_  
 \_\_\_\_\_

Vendor #	Date
Reference No. 2	Purchase Order Number

**Instructions:**

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

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
	8/26/15	UTILITIES	660	000	537	10	41	\$ 36.84

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

Larry Bole      PRES.      8/31/15  
 Signature                      Title                      Date

Reviewed by: [Signature]      Aug 31 '15  
 Faith Taylor, Director      Date  
 Department of Community Development

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

\_\_\_\_\_  
 Chairman, Pacific County Board of Health

\_\_\_\_\_  
 Date

RECEIVED  
 PACIFIC COUNTY

SEP - 2 2015

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

PUBLIC UTILITY DISTRICT NO. 2  
of PACIFIC COUNTY

Account Number 19983 Page 1 of 1

Statement Date 08/26/2015



PO Box 472  
Raymond WA 98577  
raycustserv@pacificpud.org  
(360)942-2411  
(360)484-7454 (Naselle)

Billing Summary

Previous Balance	39.05
No Payments Received	0.00
Past Due Balance - Due Now	39.05
Current Charges Due By 09/22/15	36.84
<b>Total Due</b>	<b>75.89</b>

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 98531  
LARRY BALE C-1 P-1  
DBA RAINBOW VALLEY LANDFILL  
114 AIRPORT RD  
RAYMOND WA 98577-9233

**Messages**  
Due Date does not pertain to Balance Forward amount.



Meter #: A34390 LOC: 14090804-1 Addr: RAINBOW VALLEY LANDFILL Rate Class: 020

Meter Reading Details	Meter A34390
Current KWH Reading	08/16/15 84547
Previous KWH Reading	07/22/15 84331
Total KWH Usage	216
Days Served	25

Detail of Charges	
216 kWh x 0.071200	15.38
Power Cost Adj @ 3%	0.46
Elec Basic Charge	21.00
<b>Total This Service</b>	<b>36.84</b>

MO	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15
Usage	277	277	282	798	781	894	666	442	584	343	343	246	216
Avg/Day	9	9	10	28	27	26	23	16	16	12	10	8	9

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS		
CITY	STATE	ZIP
LOCATION PHONE NUMBER	OTHER PHONE NUMBER	
SIGNATURE (REQUIRED TO CHANGE ADDRESS)		

Account Number	19983
Due Date	09/22/2015
Amount Due	75.89
Warm Heart Donation	
Amount Paid	<small>ONLY IF DIFFERENT THAN AMOUNT DUE</small>

LARRY BALE  
DBA RAINBOW VALLEY LANDFILL  
114 AIRPORT RD  
RAYMOND WA 98577-9233

Public Utility No. 2 of Pacific County \*  
P.O. Box 472 07  
Raymond, WA 98577-0472





*Dragon Analytical Laboratory, Inc.*

2818 Madrona Beach Rd NW  
 Olympia, WA 98502  
 360-866-0543

**Invoice**

	Invoice #
8/4/2015	150625-19

Bill To
Mr. Larry Bale Rainbow Valley Landfill 114 Airport Road Raymond, WA 98577

Project #	P.O. #	Terms
Rainbow Valley		Net 30

Service Date	Qty	Item	Description	Rate	Amount
6/25/2015	5	Chloride	MW Chloride	25.00	125.00
	5	COD	Chemical Oxygen Demand	30.00	150.00
	5	Total Coliform	Total Coliform	25.00	125.00
	5	Metals, Total	Heavy Metals, Total Dissolved (Fe Mn Zn)	42.00	210.00
	5	Metals, Prep	Heavy Metals, Extraction	10.00	50.00
	5	AMO	Ammonia	25.00	125.00
	5	Nitrate	Nitrogen, Nitrate	25.00	125.00
	5	pH	pH Electrometric, Water	12.00	60.00
	5	Sulfate	Sulfate	25.00	125.00
	5	TOC	Tot Organic Carbon SWPP & L-1	45.00	225.00
	2	BOD	Biochemical Oxygen Demand	45.00	90.00
	2	AMO	Ammonia	25.00	50.00
	2	Oil & Grease	Oil & Grease (FOG) HEM	65.00	130.00
	2	pH	pH Electrometric, Water	12.00	24.00
	2	TSS	TSS	25.00	50.00
	2	TURB	Turbidity	22.00	44.00
	1	PCB	PCB by EPA 8082A	60.00	60.00
	1	PEST DW	Pesticides, DW by EPA 8081B	150.00	150.00
	1	VOC	VOC List (Not performed)	0.00	0.00
	2	BNA	BNA SW	300.00	600.00
	2	Total Coliform	Total Coliform	25.00	50.00
	2	Metals, Total	Heavy Metals, Total (Fe Mn)	28.00	56.00
	2	Metals, Prep	Heavy Metals, Extraction	10.00	20.00
	2	AMO	Ammonia	25.00	50.00

Thank you for your order, we appreciate your business.	<b>Total</b>
--	--------------

*Dragon Analytical Laboratory, Inc.*

2818 Madrona Beach Rd NW  
 Olympia, WA 98502  
 360-866-0543

**Invoice**

	Invoice #
8/4/2015	150625-19

Bill To
Mr. Larry Bale Rainbow Valley Landfill 114 Airport Road Raymond, WA 98577

Project #	P.O. #	Terms
Rainbow Valley		Net 30

Service Date	Qty	Item	Description	Rate	Amount
	2	Nitrate	Nitrogen, Nitrate	25.00	50.00
	2	pH	pH Electrometric, Water	12.00	24.00
	2	TOC	Tot Organic Carbon	45.00	90.00

Thank you for your order, we appreciate your business.	<b>Total</b> <b>\$2,858.00</b>
--	--------------------------------

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

**1216 W. Robert Bush Drive  
South Bend, Washington**

**Tuesday, September 8, 2015**

**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.

---

### **Call to Order**

**Public Comment for items not listed on the agenda** (*limited to three minutes per person*)

### **CONSENT AGENDA (Items 1-10)**

#### **Department of Public Works**

- 1) 2015 Annual Bridge Report

#### **Health & Human Services Department**

- 2) Approve Amendment #4 to 2015-2017 Consolidated Contract #C17121 with WA State Department of Health, authorize Chair to sign

#### **Juvenile Court Services**

- 3) Approve Amendment to Family Functional Therapy Contract with Nelita Wallingford

#### **Sheriff's Office**

- 4) Approve hire of Marcelina Medina, Clerk/Secretary, Step 1, 1.0 FTE, effective September 2, 2015

#### **Auditor's Office**

- 5) Approve hire of Heather Stigall, Administrative Assist. II, Grade 9 Step 1, 0.75 FTE, effective September 1, 2015

#### **General Business**

- 6) Approve Amendment #1 to Contract for Services with Pacific County EDC pertaining to Targeted Marketing Efforts Project
- 7) Approve renewal of Secure Services Agreement with Recall; authorize Chair to sign
- 8) Approve regular meeting minutes of August 25, 2015

*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.*

- 9) Approve August, 2015 Payroll: total employees - \$189; total payroll - \$700,344.95
- 10) Approve Vendor Claims: Warrants Numbered 128561 thru 128632 - \$156,293.04

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 11) Consider approval of Personal Service Agreement with Educational Service District #112 for Prevention and Treatment of Substance Abuse; authorize Director to sign
- 12) Consider approval of request to advertise for Administrative Assistant II, Grade 9, Step 1, 0.8 FTE in the Long Beach Office

**ITEMS REGARDING SHERIFF'S OFFICE**

- 13) Consider approval of request for FMLA and Leave Credit Transfers
- 14) Consider approval of request to purchase mobile data computer

**ITEMS REGARDING SUPERIOR COURT**

- 15) Consider approval of request to issue Request for Proposal pertaining to the Indigent Defense Contracts

**ITEMS REGARDING RISK MANAGEMENT**

- 16) Consider approval of Claim for Damages #2015-08-003

**ITEMS REGARDING BOARDS AND COMMISSIONS**

- 17) Consider approval of the appointment of Katie Auble to the Fair Board

**ITEMS REGARDING GENERAL BUSINESS**

- 18) Consider approval of Memorandum of Understanding pertaining to the Regional On-Site Sewage System Loan Program

**EXECUTIVE SESSION**

- 19) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

*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

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.  
**REQUESTED MEETING DATE:**  
09/08/15

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item#: 1

BOCC ACTION:     APPROVED                       DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN                       DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review     Clerk of the Board  
 Risk Mgmt  
 Legal Required

DISTRIBUTION LIST:

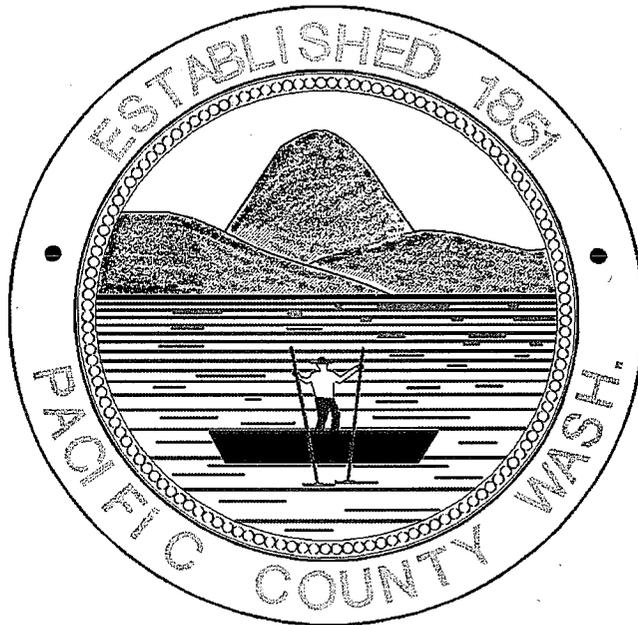
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU 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.

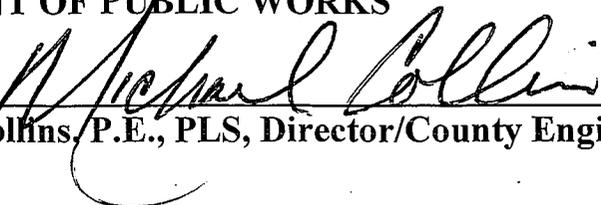
DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: <i>Michael Collins</i>	DATE: <i>8-28-15</i>
NARRATIVE OF REQUEST Attached for your review is the 2015 Annual Bridge Report in accordance with WAC 136-20-060.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Acknowledge 2015 Annual Bridge Report	

# 2015 ANNUAL BRIDGE REPORT OF ROAD BRIDGE CONDITIONS



This annual bridge report is prepared by Pacific County Department of Public Works to fulfill the requirements of the Washington Administrative code (WAC) 136-20-060.

PACIFIC COUNTY  
DEPARTMENT OF PUBLIC WORKS

Submitted by:   
Michael W. Collins, P.E., PLS, Director/County Engineer

# TABLE OF CONTENTS

Cover Sheet and Signature Page

Table of Contents

Bridge Terminology and Acronyms

Introduction.....	Page 1
Bridge Inspections.....	Page 2
Bridge Inventory.....	Page 4
Timber Bridges.....	Page 5
Luten Arch Bridges.....	Page 6
Concrete Bridges.....	Page 7
Functionally Obsolete/Structurally Deficient/Weight Restricted.....	Page 9
Routine Maintenance.....	Page 10
Bridge Files and Documentation.....	Page 12
2015 Bridge List.....	Page 13

Map identifying Bridges

Map Identifying Locations of Restricted Bridges

# BRIDGE TERMINOLOGY AND ACRONYMS

The following acronyms are used in bridge inspection along with definitions of terminologies mentioned.

WSDOT	Washington State Department of Transportation
WSBIS	Washington State Bridge Inventory System
FHWA	Federal Highway Administration
SID	Structure Identification Number
SF	Sufficiency Rating
SD	Structurally Deficient
FO	Functionally Obsolete
ADT	Average Daily Traffic
BRP	Bridge Replacement Program
HBRRP	Highway Bridge Replacement and Rehabilitation Program
BRAC	Bridge Replacement Advisory Committee
UBIT	Underwater Bridge Inspection Truck
WAC	Washington Administrative Code
WSBIM	Washington State Bridge Inspection Manual
HBRRP	Highway Bridge Replacement and Rehabilitation Program

**SF – Sufficiency Rating** a qualitative value that measures the bridge’s relative capability to serve its intended purpose. The value is generated from a formula that uses inspection data required by the National Bridge Inventory System (NBIS) program. A sufficiency rating will vary from 0 to 100, with a smaller value indicating a higher need for replacement/repair.

**SD – Structurally Deficient** defined as a bridge that required repair or replacement of a certain component. Being termed structurally deficient does not imply that the bridge is in danger of collapse or unsafe, but means that the condition of a major component is compromised so the structure is no longer able to carry its intended traffic load or is weight restricted

**FO – Functionally Obsolete** defined as a bridge that does not meet current standards. A bridge can be categorized FO for such items as; low vertical clearance, substandard bridge width, and flooding potentials.

# INTRODUCTION

*This report is prepared to fulfill the requirements of WAC 136-20-060 – “each county engineer shall furnish the county legislative authority with a written resume of the findings of the bridge inspection effort. This resume shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The resume shall include the county engineer’s recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer’s report with respect to deficient bridges was available to said authority during the preparation of the program.”*

The Annual Bridge Report is prepared under the direction of the County Road Engineer and submitted to the Pacific County Board of Commissioners during preparation and adoption of the Six Year Transportation Program.

Bridges are critical transportation links and the inspection/maintenance of the structure is the responsibility of the owner.

This report summarizes the County’s 2015 bridge program. The goal of the bridge program is to keep the bridges open, preserve the infrastructure, safety for public use, and to maximize the useful life of the structure.

# BRIDGE INSPECTIONS

The United States Department of Transportation requires all bridge owners to inspect their jurisdictional bridges and report the information including the bridge condition using their requirements in the National Bridge Inventory Standards.

The Washington State Bridge Inspection Manual, Chapter 2 page 6 states "*In general, a structure that is subject to NBIS and must be reports to the NBI when it meets all the following:*

- *Carries highway traffic*
- *Is owned by a public agency or built on public right of way for a public agency. Bridges owned by road associations or individual property owners on private right of way do not qualify.*
- *Is open to the public. Bridges posted "no trespassing" or otherwise clearly identified that they are privately owned or restricted to authorized users are not considered public. Bridges behind locked gates are also not considered public.*
- *Has a clear span along centerline of roadway greater than 20 feet.*

All states must perform periodic inspections of structures 20 feet or greater in span at least biannually. Inspection personnel must be qualified with continued periodic training ensured.

The purpose of routine inspections is to evaluate and record the current condition of the bridge, determine the degree of wear and deterioration, and recommend repairs. The inspector uses the National Bridge Inspection Standards (NBIS) to conform to 23 CFR 650.3 and inspects elements coding them with degree in deterioration in three primary elements; (1) deck, (2), superstructure, and (3) substructure. As deterioration shows the coding values drop and recommendations for replacement, rehabilitation, and repairs.

Updated inspection results are coded in the Washington State Bridge Inventory System (WSBIS) with results forwarded to WSDOT through the database. A copy of the Inspection Reports are available for inspection in the appropriate bridge file in the Department of Public Works at the Pacific County Courthouse.

New bridge inventory shall be added within 90 days of the structure being opened to the public.

Pacific County received guidance from WSDOT Bridge Unit in regards to the Federal Highway Administration requirements for all structures to be load rated for the new Specialized Hauling Vehicles (SHV). Based upon FHWA criteria, all structures must have these findings completed by December 31, 2017.

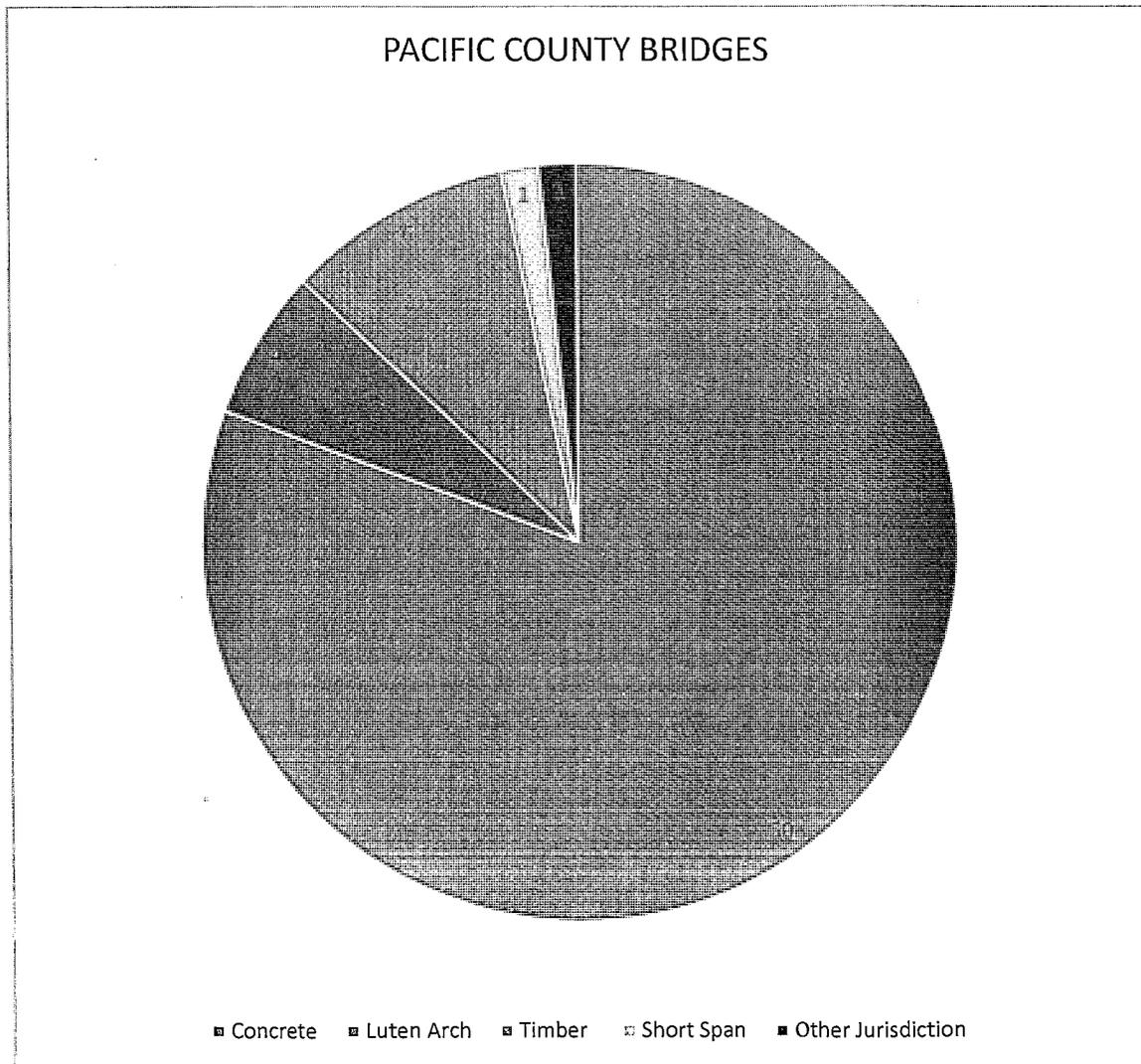
Under bridge inspection truck (UBIT) commonly known as high cost inspections are scheduled for 2016 for 15 county bridges. The cost for this service is carried by the public agency. These bridges are identified on the bridge list.

Pacific County has been vigilant in inspecting bridges for the safety of the traveling public. In 2013-14 Scour Evaluations were updated for all bridges and in 2014-15 Pacific County had all bridges Load Rated for the specialized hauling vehicles. The Inspection Frequency for each structure along with pertinent data for each is included in the 2015 Pacific County Bridges listing later in this report.

# BRIDGE INVENTORY

Pacific County incorporates 352 miles of road system which encompass 61 bridges. The bridges are identified in this report.

Pacific County maintains 50 concrete bridges, 4 luten arch concrete bridges, 7 timber bridges (1 is a short span – Gould) and inspects an additional bridge located within the city limits of South Bend.



The timber bridges are as follows:

<b>TIMBER BRIDGES</b>			
<b>Name</b>	<b>Number</b>	<b>Road Name</b>	<b>Year Built</b>
Davis Creek	176901	Knappton Road - Naselle	1963
Surfside	318501	315 <sup>th</sup> Street – Surfside	1967
South Nemah	401201	Lynn Point Road – Nemah	1959
Niawiakum	419401	South Bend Palix Road – Bay Center	1965
Huber	492101	Falls Creek Road – Frances	1949
Gould	513801	Gould Road – North Cove	1985 (Short Span)
Fall River	612401	Falls River Road – Brooklyn	1953



Fall River Bridge on North River Road

The Luten Arch Bridges were constructed in 1916-17 during the Roosevelt administration. Though structurally sound, the bridges are functionally obsolete due to their lane width.

<b>LUTEN ARCH BRIDGES</b>			
<b>Name</b>	<b>Number</b>	<b>Road Name</b>	<b>Year Built</b>
Green Creek	479701	Stauffer Road – Menlo	1917
Lebam	484401	Lebam Road – Lebam	1917
Heckard	695501	Heckard Road – Raymond	1916
Fern Creek	947001	Elk Prairie Road – Frances	1916



Lebam Bridge on Lebam Road

The concrete bridges (39 of these reconstructed between 1980-1999) are of similar design.

<b>CONCRETE BRIDGES</b>			
<b>Name</b>	<b>Number</b>	<b>Road Name</b>	<b>Year Built</b>
Nyberg	175201	Nyberg Road – Naselle	1996
Tienhaara	190601	Tienhaara Road – Naselle	1980
Alanen	198101	Alanen Road – Naselle	1989
Nemah Valley	404201	Nemah Valley Road – Nemah	1981
Church	408201	Trask Road – Bay Center	1992
Bay Center	412701	2 <sup>nd</sup> Street – Bay Center	1981
Menlo So. Fork #1	467301	South Fork Road – Raymond	1960
Menlo So. Fork #2	467302	South Fork Road – Raymond	1991
Pehl	468101	Pehl Road – Raymond	1991
Rue Creek	475101	Rue Creek Road – Menlo	1996
Hyland Stringer	481001	Oxbow Road – Menlo	1982
Hanen	482301	Hanen Road – Menlo	1989
Doyle	483501	Doyle Road – Lebam	1994
Clark	487001	Clark Road – Lebam	1992
Walville	499101	Walville Road – Frances	1981
Jacobson	513201	Jacobson Road – North Cove	1990
Larkin	515101	Larkin Road – North Cove	1986
Hebish	596001	Dixon Road – Raymond	1992
Smith Creek	604401	Smith Creek Rd – Raymond	1993
Soule	604402	Smith Creek Rd – Raymond	1993
Elkhorn	606201	Elkhorn Road – Raymond	1996
North River	964003	North River Road – Brooklyn	1992
Raimie Creek	964004	North River Road – Brooklyn	1992
Overmeyer	623601	Overmeyer Road – Raymond	1987
Wilson Creek	675101	Wilson Creek Road- East Raymond	1992
Wesley King	697101	Wesley King Road – Raymond	1994
Mill Creek	698001	Mill Creek Road – Raymond	1977
Moose	698002	Mill Creek Road – Raymond	1994
Cady	698003	Mill Creek Road – Raymond	1992
Firdale	698004	Mill Creek Road – Raymond	1994
Mill Creek #5	698005	Mill Creek Road – Raymond	1995
Mill Creek #6	698006	Mill Creek Road – Raymond	1970
Ellsworth Slough	911901	Parpala Road – Naselle	1969
Dell Creek	911902	Parpala Road – Naselle	1972
South Fork Naselle	912801	South Valley Road – Naselle	1965
Salmon Creek	912802	South Valley Road – Naselle	1986
Bighill	192401	North Valley Road – Naselle	1963
Bighill Crusher	192402	North Valley Road - Naselle	1984
Williams Creek	940801	North Nemah Road - Nemah	1999

North Nemah	940802	North Nemah Road – Nemah	2005
Gamage	942901	Golf Course Road – Raymond	1998
Campbell	947002	Elk Prairie Road – Frances	1964
Karnas	947003	Elk Prairie Road – Frances	1964
Elk Creek	961001	Monohon Landing Road – Raymond	1997
Woodard Landing	961002	Monohon Landing Road - Raymond	1992
Willapa	961003	Monohon Landing Road - Raymond	1981
Camp One	969101	Camp One Road - Raymond	1984
Bullard	969102	Camp One Road - Raymond	1991
Borovec	963005	Smith Creek Road - Raymond	1985
County Line	964001	North River Road- North River	1959

**FUNCTIONALLY OBSOLETE (FO) BRIDGES**

<b>Bridge Name</b>	<b>Bridge Number</b>	<b>Reason</b>
Davis Creek	176901	Bridge Deck width is 19 feet
Alanen	198101	Bridge Deck width is 16 feet
Surfside	318501	Bridge Deck width is 10 feet
South Nemah River	401201	Bridge Deck width is 17 feet
Menlo South Fork #1	467301	Bridge Deck width is 19 feet
Pehl	468101	Bridge Deck width is 16 feet
Hanen	482301	Bridge Deck width is 16 feet
Heckard	695501	Bridge Deck width is 17 feet
Wesley King	697101	Bridge Deck width is 16 feet
Fern Creek	947001	Bridge Deck Width is 18 feet
County Line Bridge	964001	Bridge Deck Width is reduced to 1 lane

**STRUCTURALLY DEFICIENT (SD) Bridges**

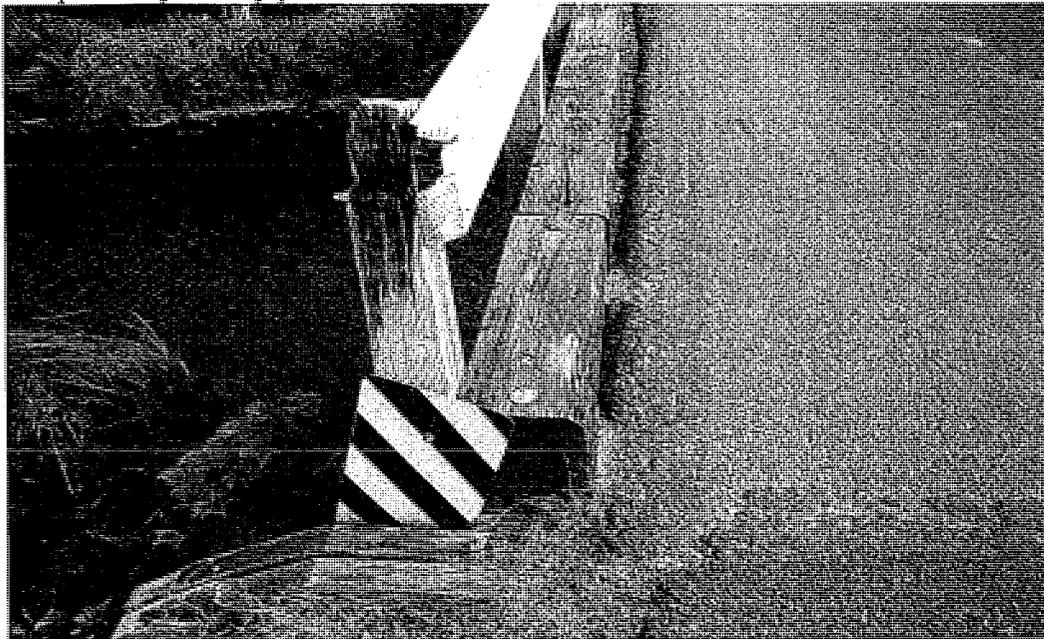
<b>Bridge Name</b>	<b>Bridge Number</b>
Niawiakum Bridge	492101

**PERMANENT WEIGHT RESTRICTED BRIDGES**

<b>Bridge Name</b>	<b>Bridge Number</b>
Davis Creek	176901
Tienhaara	190601
Bighill	192401
Surfside	318501
South Nemah	401201
Bay Center	412701
Niawiakum	419401
Menlo SF #1	467301
Huber	492101
Larkin	515101
Falls River	612401
Ellsworth	911901
South Fork Naselle	912801
Campbell	947002
Karnas	947003
Camp One	961901
County Line	964001

# ROUTINE MAINTENANCE

Maintenance is vital to preservation of the bridge structures in Pacific County. Each year routine maintenance is performed on Pacific County bridges to include: clearing the deck of debris, clearing the bridge drains, removing blackberry briars and tall grasses from the bridge abutments for a clearer sight distance at a minimum. The following photographs depict routine maintenance completed by county personnel:



**Surfside Bridge prior to routine maintenance repairs.**



**Surfside Bridge after routine maintenance – railing and deck**



**Huber Bridge before maintenance**



**Huber Bridge After Deck Replacement – railing repair and deck replacement**

# BRIDGE FILES AND DOCUMENTATION

Pacific County maintains permanent individual bridge files in the Department of Public Works in the basement of the Courthouse in South Bend. These files are stored in fireproof cabinets. The files include:

- Completed Checklist from Chapter 34 of the WSBIM
- Signed Bridge Inspection Reports both current and historical to include noted repairs/maintenance
- Copies of the Washington State Structural Inventory and Appraisal both current and historical
- Bridge Scour Evaluation
- Repair recommendations both current and historical
- Historical maintenance/repairs
- Photographs
- Historical plans and specifications
- Load Ratings
- Contracts for both replacement and maintenance/repairs to include the permanent construction documentation
- Notes/correspondence
- Pile Book
- Other Environmental or Structural documentation
- A notebook for each bridge load rating with calculations to include the 2017 mandate for Single Unit Trucks (back up copy on CD). This includes the Load and Resistance Factor Rating (LRFR) method.
- A notebook with cross section drawing of each scour evaluation

	Structure ID	Bridge Name	Length	Width	SR	DEF	Year Built	Inspection Frequency	High Cost Needed	ADT	WEIGHT POSTED
1	175201	Nyberg	125	28	93.56		1996	24		47	NO
2	176901	Davis	49	19	48.21	FO	1963	12		198	YES
3	190601	Tienhaara	65	26	70.32		1980	12		43	YES
4	198101	Alanen	66	16	81	FO	1989	24		46	NO
5	318501	Surfside	80	10	74.86	FO	1967	12		249	YES
6	401201	South Nemah	89	17	48.16	FO	1959	12	2016	33	YES
7	404201	Nemah Valley	73	26	87.36		1981	24		50	NO
8	408201	Church	205	16	86.47		1992	24		35	NO
9	412701	Bay Center	290	29	87.54		1981	12	2016	472	YES
10	419401	Niawiakum	67	19	50.89	SD	1965	12	2016	82	YES
11	467301	Menlo SF #1	34	19	59.05	FO	1960	12		215	YES
12	476302	Menlo SF #2	56	28	97.92		1991	24		162	NO
13	468101	Pehl	107	16	81.39	FO	1991	24		19	NO
14	475101	Rue Creek	49	28	98.94		1996	24		106	NO
15	479701	Green Creek	42	17	82.97		1917	24		165	NO
16	481001	Hyland Stringer	196	26	90.90		1982	24	2016	191	NO
17	482301	Hanen	133	16	73.31	FO	1989	24		56	NO
18	483501	Doyle	155	22	92.72		1994	24		29	NO
19	484401	Lebam	149	17	72.97		1917	24	2016	242	NO
20	487001	Clark	65	24	99.00		1992	24		151	NO
21	492101	Huber	63	15	51.55		1949	12		151	YES
22	499101	Walville	53	26	85.18		1981	24		16	NO
23	512301	Jacobson	26	24	98.00		1990	24		12	NO
24	513801	Gould	21	20	87.20		1985	24		77	NO
25	515101	Larkin	55	26	84.97		1986	12		58	YES
26	596001	Hebish	46	16	77.00		1992	24		177	NO
27	604401	Smith Creek	110	24	92.75		1993	24		117	NO
28	604402	Soule	135	24	98.95		1993	24		96	NO
29	606201	Elkhorn	147	28	89.43		1996	24		50	NO
30	612401	Fall River	140	24	68.01		1953	12	2016	232	YES
31	964003	North River	97	28	96.34		1992	24		192	NO
32	964004	Raimie Creek	110	28	97.34		1992	24		192	NO
33	623601	Overmeyer	41	28	86.95		1987	24		78	NO
34	675101	Wilson Creek	80	28	89.71		1992	24		104	NO
35	695501	Heckard	40	17	49.62	FO	1916	24		319	NO
36	697101	Wesley King	70	16	81.63	FO	1994	24		10	NO
37	698001	Mill Creek	98	28	84.45		1977	24		321	NO
38	698002	Moose	110	28	87.50		1994	24		321	NO
39	698003	Cady	105	28	86.50		1992	24		321	NO
40	698004	Firdale	90	28	88.32		1994	24		79	NO
41	698005	Mill #5	67	27	85.96		1995	24		79	NO
42	698006	Mill #6	40	28	75.65		1970	24		79	NO

43	911901	Ellsworth	20	28	78.76		1969	12	2016	267	YES
44	911902	Dell Creek	50	28	87.59		1972	24		223	NO
45	912801	S.F. Naselle	120	24	64.32		1965	12	2016	352	YES
46	912802	Salmon Creek	158	28	87.81		1986	24	2016	352	NO
47	192401	Bighill	176	24	74.68		1963	12	2016	141	YES
48	192402	Bighill Crusher	72	30	97.96		1984	24	2016	141	NO
49	940801	Williams Creek	85	28	91.31		1999	24		312	NO
50	940802	N. Nemah	110	26	94.08		2005	24		312	NO
51	942901	Gamage	112	20	98.03		1998	24		440	NO
52	947001	Fern Creek	54	18	58.80	FO	1916	24		95	NO
53	947002	Campbell	100	24	68.66		1964	12		95	YES
54	947003	Karnas	100	24	71.49		1964	12		95	YES
55	961001	Elk Creek	80	32	96.76		1997	24		617	NO
56	961002	Woodard	130	28	88.25		1992	24	2016	447	NO
57	981003	Willapa	182	28	82.20		1981	24	2016	1175	NO
58	961901	Camp One	465	24	81.09		1984	12	2016	480	YES
59	961902	Bullard	240	28	91.07		1991	24		333	NO
60	963005	Borovec	89	28	94.35		1985	24		81	NO
61	964001	County Line	180	22	47.69	FO	1959	12	2016	192	YES
62	*City of South Bend	Skidmore Slough Bridge	70	26	98.20		2010	24		218	NO

# Pacific County Bridges

GRAYS HARBOR COUNTY

R 11 W

R 10 W

R 9 W

R 8 W

R 7 W

R 6 W

T 15 N

T 14 N

L E W I S C O U N T Y

T 13 N

T 12 N

T 11 N

105

Willapa River

6

101

Willapa Bay

103

T 10 N

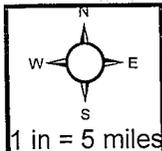
T 9 N

W A H K I A K U M C O U N T Y

## Pacific County

WASHINGTON STATE

Columbia River



# Pacific County Weight Restricted Bridges

GRAYS HARBOR COUNTY

R 11 W

R 10 W

R 9 W

R 8 W

R 7 W

R 6 W

T 15 N

T 14 N

LEWIS COUNTY

T 12 N

T 11 N

Pacific Ocean

Willapa Bay

Willapa River

105

101

103

6

WAHKIAKUM COUNTY

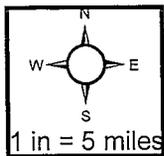
## Pacific County

WASHINGTON STATE

T 10 N

T 9 N

Columbia River





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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

September 8, 2015

### AGENDA REQUEST FORM

#### TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 2

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Risk Mgmt

Legal Required

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

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

RECEIVED

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):	PACIFIC COUNTY
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644	SEP - 1 2015
SIGNATURE:	DATE: 9/1/15	GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
NARRATIVE OF REQUEST Request the Board approve and sign the Amendment #4 to the 2015-2017 Consolidated Contract with the Department of Health. This amendment provides funding for the multiple programs provided through the Consolidated Contract, including WIC, Snap Ed Nutrition Education, Maternal, Infant and Child Adolescent program and Emergency Preparedness. These funds were included in our 2015 adopted budget and also in our 2016 proposed budget. There will not be a need to request a supplemental budget.		
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Amendment #4 to Consolidated Contract #C17121 and authorize Chair to sign		

Name of Contractor: Department of Health

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
Pacific County Health & Human Services Department 2015-2017 Consolidated Contract, Amendment #4

**W-9 Attached** for all vendors/contractors (County issuing payment to)       **Certificate of Insurance Attached** (if required)

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

Contractor Type (check all that apply):

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

**Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

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

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:

<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Personal Services
<input type="checkbox"/> Lease (Personal Property i.e. copier, printer)	<input type="checkbox"/> Lease (Real
<input type="checkbox"/> Telecomm & Data Processing	<input type="checkbox"/> Other (Describe):

To be located at: \_\_\_\_\_

**Exceptions to Bidding (Please provide appropriate documentation):**

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

\*Resolution Required

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

RFP       RFQ       Franchise       Annexation       Ordinance       Resolution  
 Appeal       Inventory Acquisition/Disposal       Tort Claim       Call for Bids  
 Open Space       Post, Advertise, & Fill Position  
 Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**  
This particular contract has numerous amendments throughout the two year grant cycle due to incoming State and Federal funds at different grant cycles.

TOTAL COST/AMOUNT (include sales & use tax):	TOTAL TAX:
TOTAL SHIPPING/HANDLING:	EXPENDITURE FUND #:118 .....XXX.XXX.XX.XX
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPPLEMENTAL REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DESCRIBE MATCH:
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AMOUNT OF MATCHING FUNDS:

**PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT  
2015 – 2017 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: C17121**

**AMENDMENT NUMBER: 4**

**PURPOSE OF CHANGE:** To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

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

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
  - Adds Statements of Work for the following programs:
    - Emergency Preparedness & Response - Effective July 1, 2015
    - Recreational Shellfish Activities - Effective July 1, 2015
    - Supplemental Nutrition Assistance Program-Education - Effective October 1, 2015
  - Amends Statements of Work for the following programs:
    - Maternal & Child Health Block Grant - Effective January 1, 2015
    - WIC Nutrition Program - Effective January 1, 2015
  - Deletes Statements of Work for the following programs:
  
2. Exhibit B-4 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-3 Allocations as follows:
  - Increase of \$227,321 for a revised maximum consideration of \$645,115.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.
  
3. Exhibit C-4 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-3.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

PACIFIC COUNTY HEALTH & HUMAN SERVICES  
DEPARTMENT

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY  
Assistant Attorney General



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

9-8-15

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 3

BOCC ACTION:     APPROVED                       DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN                       DEFERRED TO: \_\_\_\_\_

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OTHER: \_\_\_\_\_

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

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

RECEIVED  
PACIFIC COUNTY  
AUG 21 2015  
GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

DEPARTMENT/OFFICE: Juvenile Court Services                      DIVISION (if applicable): \_\_\_\_\_

OFFICIAL NAME & TITLE: J. Wayne Leonard Administrator                      PHONE / EXT: 875-9350

SIGNATURE: J. Wayne Leonard                      DATE: 8-21-15

NARRATIVE OF REQUEST  
Approve an amendment to the current contract for Functional Family Therapy services. The amendment is to cover costs of interpretive services. Payment for services will come from state contracts that we have.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  
Approve Amendment to Functional Family Therapy Contract with Nelita Wallingford

Name of Contractor: \_\_\_\_\_

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):

Functional Family Therapy Agreement

W-9 Attached for all vendors/contractors (County issuing payment to)  Certificate of Insurance Attached (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

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

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)  
 Telecomm & Data Processing  Other (Describe): Counseling for youth on supervision by Juvenile Court

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  Post, Advertise, & Fill Position

Other (please describe): Amendment to current contract for services

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

The current contract is dated May 13, 2014. It is to terminate on 5-30-16. I have included a copy of the 2014 agreement.

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No

SUPPLEMENTAL REQUIRED?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  Yes  No

AMOUNT OF MATCHING FUNDS:

**AMENDMENT TO CONTRACT FOR FAMILY FUNCTIONAL  
THERAPY DATED MAY 13, 2014**

The May 13, 2014 contract with the contractor Nelita Wallingford is amended as follows:

**V-COMPENSATION AND METHOD OF PAYMENT**

The CONTRACTOR shall be paid as follows for interpretive services upon Submission of appropriate billing:

1. \$50 (fifty dollars) per hour.

The above language is an addition to V. All other terms and conditions Within the Agreement shall remain.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Business Number

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Board    Date



### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>4</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
<b>DISTRIBUTION LIST:</b>			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

#### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable): Support Services
OFFICIAL NAME & TITLE: Denise L. Rowlett, Chief Deputy	PHONE / EXT: ext 3395
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 9/2/2015
NARRATIVE OF REQUEST Request the BOCC confirm the hire of Marcelina Medina as clerk/secretary effective 9/2/2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve hire of Marcelina Medina, Clerk/Secretary, Step 1, 1.0 FTE, effective September 2, 2015	

PACIFIC COUNTY

New Employee /  Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Heather Janell Stigall Phone Number: [REDACTED]

Physical Address: [REDACTED]

Mailing Address (if different): \_\_\_\_\_

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: [REDACTED] Height: 5' 1" Eye Color: Blue Hair Color: Brown

Driver's License #: [REDACTED] State: WA

Department/Office: Auditor's Office

Position Title: Dept. of Licensing/Administrative Asst. II

Phone/Ext.: 3310 Start Date: September 1, 2015

Union: Yes  which? 367-C No  Grade: 9 Step: 1

Monthly  Hourly  Pay Rate: \$ 15.31 Exempt from Overtime: Yes  No

Position is:

Regular (1.00 FTE)  Regular Part-Time  75 FTE Casual  Temporary  approx. end date: \_\_\_\_\_

Charge to BARS #: E001 . 200 . 514 . 81 . \_\_\_\_\_ ( 100 % )  
\_\_\_\_\_. \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ ( \_\_\_\_\_ % )  
\_\_\_\_\_. \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ ( \_\_\_\_\_ % )  
\_\_\_\_\_. \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ ( \_\_\_\_\_ % )

NOTE: Percentages must equal 100%.

[Signature]  
Signature of hiring official

August 26, 2015  
Date

Board of County Commissioners approved on \_\_\_\_\_ subject to adequate budget appropriations.

\_\_\_\_\_  
Clerk/Deputy Clerk of the Board

*For Payroll Use Only*

Position Code \_\_\_\_\_ Pension Code \_\_\_\_\_ FICA Code \_\_\_\_\_ Retirement Code \_\_\_\_\_  
L&I Code \_\_\_\_\_ SUTA Code \_\_\_\_\_ Yearly Hours \_\_\_\_\_



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
09/08/15

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 6

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

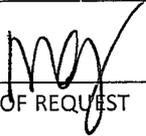
- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> PCEMA    | <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"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other          |

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office DIVISION (if applicable):

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

SIGNATURE:  DATE: 9/1/2015

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  
 Approve Amendment #1 to the Contract for Services with the Pacific County EDC pertaining to Targeted Marketing Efforts Project

Name of Contractor: Pacific County EDC

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
Amendment #1 to Contract for Services

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 Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

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

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  
 Telecomm & Data Processing  Other (Describe):

To be located at: \_\_\_\_\_ Targeted Marketing Efforts Project

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, Fill Position (New Employee Form Required)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):  
Original Contract for Services was approved 6/24/2014.

TOTAL COST/AMOUNT (include sales & use tax): \$8,000 TOTAL TAX: \_\_\_\_\_

TOTAL SHIPPING/HANDLING: \_\_\_\_\_ EXPENDITURE FUND #: <sup>126</sup>\_\_\_\_.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: \_\_\_\_\_

**Amendment #1**

CONTRACT FOR SERVICES  
Between  
PACIFIC COUNTY, WASHINGTON  
And

THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL (EDC)

**WHEREAS**, the Contract for Services between Pacific County and the EDC, entered into the 1st of July, 2014, allows for contract modifications; AND

**WHEREAS**, at its monthly meeting held on July 22, 2015, the Pacific County Council of Governments (PCOG) recommended that the project awarded in 2014-15 to the EDC be funded, and that the expenditures for allowable costs have occurred, AND

**WHEREAS**, there is a need to amend sections of the contract to reflect adjustments in the use of funds, scope of work, and contract end date;

**NOW, THEREFORE**, Section 2, "USE OF FUNDS", Section 3, "SCOPE OF WORK", and Section 15, "CONTRACT PERIOD", are hereby amended as follows:

2. **USE OF FUNDS**

The RECIPIENT shall use COUNTY funds solely for EDC personnel costs to complete the Targeted Marketing Efforts Project.

3. **SCOPE OF WORK**

Funding shall only be used for EDC personnel expenses incurred for completion of the Targeted Marketing Efforts Project as described in the 2014 Pacific County EDC Infrastructure Application (Attachment A).

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall commence on the 1<sup>st</sup> day of July 2014. It will continue in effect through the 30<sup>th</sup> day of June 2015 unless sooner terminated or extended as provided herein. Final billing for expenses related to this CONTRACT shall be received by General Administration for processing no later than September 30, 2015.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

RECIPIENT  
Pacific County EDC

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

P.W. Philpot      Exec.  
Name                                  Dir.  
Title

\_\_\_\_\_  
Steve Rogers, Chair

\_\_\_\_\_  
Frank Wolfe, Member

\_\_\_\_\_  
Lisa Ayers, Member

ATTEST:

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

PACIFIC COUNTY  
RURAL ECONOMIC DEVELOPMENT  
INFRASTRUCTURE FUNDING APPLICATION

Project Title: Targeted Marketing Efforts for Pacific County Annual X  
Long-term \_\_\_\_\_

Applicant: Pacific County Economic Development Council

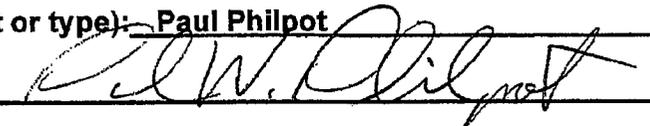
Contact: Name Paul Philpot

Address: 211 Commercial St.

City, state, zip: Raymond, WA 98577

Phone #: 360.875.9330 E-Mail: director@pacificedc.org

Name of person authorizing submittal (print or type): Paul Philpot

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? (Attach copy of WA-CERT list or comprehensive plan).  
If no, do not submit application.

Yes

2. Briefly describe your project:

The targeted marketing plan will build upon the two studies completed in recent years; the Economic Opportunity Study of 2009 and the Commercial/Service Study of 2011 along with other marketing efforts. This plan will push the county's marketing efforts toward expansion and recruitment activities for Pacific County as outlined below.

- Continue ad placement in trade and economic development magazines for positive identification of Pacific County, taking advantage of existing, traditional strengths, as well as new or emerging opportunities.
- Updating of the Pacific County Economic Development booklet.
- Enhanced marketing materials for site specific locations.
- Updating of the Pacific County Economic Vitality Report – the county's economic performance report.
- Overhaul of Pacific County EDC's website, building upon site selector's page, with commercial/industrial maps and other information.
- Mail-out marketing materials to targeted businesses.
- Continued participation with Site Location Partnership.
- Use of local awareness efforts, as warranted.

3. Describe the current status of your project: (Include work completed or in progress)

This project is dependent on this funding request. Data has been collected through the previous studies which will be utilized to accomplish many of the tasks above. Since 2011 strong efforts have been placed on increasing recognition of Pacific County in the global market place as a place to enjoy a high quality of life, and to compete economically.

4. State why this project meets the standard of HB2660 passed during the Washington State 1999 Legislative Session:

In accordance with RCW 82.14.370 - Sales and use tax for public facilities in rural counties, Associate Development Organizations (PCEDC) are eligible to apply for 0.09% sales tax for the purpose to finance personnel in economic development offices and/or economic development purposes.

- (ii) "Economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in a county.
- (iii) "Economic development office" means an office of a county, port districts, or an associate development organization as defined in RCW 43.330.010, which promotes economic development purposes within the county.

5. Total project cost: \$24,000

6. Yearly amount requested from this funding: \$12,000

7. Number of years funding is requested: 2

8. Is this a phased project? Yes  No  (Describe)

Project would conclude June 30, 2016

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

PCEDC in-kind match - \$6,000

10. Have you applied for any other sources to complete your funding? Yes  No  (List)

Source	Amount	Status
--------	--------	--------

11. Describe project specific employment benefits as follows:

Additional 15 FTE During Construction  
Additional 10 FTE Employed by Facility when complete  
Additional 5 FTE hired as a direct result of this project  
Retained 10 FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Additional 2 Businesses Created by Facility when complete  
Retained 2 Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Republish printed economic vitality index  
Enhance professional site selector portfolio  
Refinement of database geared to targeted businesses for recruitment  
Continue tracking number of mail-outs  
Work to increase ad placements based on relationships with publishers

Long term - These efforts will expand the development of necessary information and implementation of effective marketing and recruitment efforts for new industrial and commercial/service businesses to Pacific County.

This project builds on the economic vitality index in 2013; the marketing strategy is being aimed at target industries & specific types of businesses through external marketing efforts; advertisement, mail-outs and web page development.

13. Describe any other economic benefits of this project:

This project will provide information on Pacific County as a viable county as a place for expansion or start-up. Along with the marketing of target industries through trade show attendance and mail-out campaign.

14. List any other information you feel is pertinent to this application:

- a. Preparing for the future
- b. Sustaining economic development
- c. Growing our economic base
- d. Providing diversification of existing economy
- e. Promoting the construction of necessary infrastructure
- f. Providing a cohesive county wide strategy



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

9/8/15

### AGENDA REQUEST FORM

#### TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 7

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

OTHER: \_\_\_\_\_

DISTRIBUTION LIST:

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

#### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT: 3339
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 8/31/15
NARRATIVE OF REQUEST Approve renewal contract with Recall Secure Services. They are matching state bid, which is a significant reduction to our current pricing with Recall.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve renewal of Secure Services Agreement with Recall, authorize Chair to sign, subject to adequate budget appropriations	

Name of Contractor: Recall Secure Services

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
 Contract renewal

**W-9 Attached** for all vendors/contractors (County issuing payment to)     **Certificate of Insurance Attached** (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

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

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  
 Telecomm & Data Processing     Other (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     Post, Advertise, & Fill Position  
 Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**  
 We have used Recall Secure Services for several years. Recall lost the state bid in recent years, and is willing to match the state contract (LeMay). This is a substantial reduction to Recall's current pricing.

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

TOTAL SHIPPING/HANDLING: \_\_\_\_\_ EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX

EXPENDITURE BUDGETED?     Yes     No    SUPPLEMENTAL REQUIRED?     Yes     No

IN-KIND MATCH REQUIRED?     Yes     No    DESCRIBE MATCH: \_\_\_\_\_

MATCHING FUNDS REQUIRED?     Yes     No    AMOUNT OF MATCHING FUNDS: \_\_\_\_\_



Your Information. Securely Managed.

New Contract or Renewal  
If Renewal Customer Number CR 00186909



ment

This Recall Secure Services Agreement (the "Agreement") by and between Recall Secure Destruction Services, Inc. located at 180 Technology Parkway, Norcross, GA 30092 ("Recall") and Customer, (as set forth below in Table A), shall consist of the "Terms and Conditions" included on the back of this Agreement, together with any Exhibits, and/or Addenda attached hereto, as well as any such Amendments as may be entered into by the Parties hereto from time to time.

Date: 8/31/2015

**Table A: Customer**

Customer	PACIFIC COUNTY GENERAL ADMIN
Billing Address	PO BOX 6
City, State, Zip	SOUTH BEND WA 98586
Effective Date	9/1/2015

The following Services shall be provided for the fees set forth below in Table B:

**Table B: Services and Term**

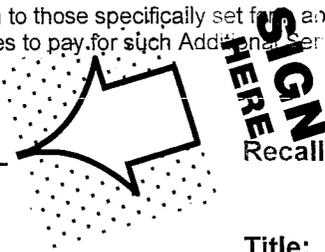
Item	Quantity	Unit Price*	Service Frequency
One time delivery fee 64 Gal (240L) Bin	5	\$4.12	As Needed
64 Gal (240L) Bin	14	\$4.12	Every 8 Weeks
Service Charge Per Stop	1	\$0.00	Every 8 Weeks
Contaminated Container Fee	1	\$0.00	Per Event
Minimum per stop fee	1	\$0.00	Per Event
Administration Compliance and Tech Fee	1	\$0.00	As Needed
Term in Months :	36		

\* If Customer requests any Services in addition to those specifically set forth above, and in response to such request Recall provides such Services, then Customer agrees to pay for such Additional Services at Recall's then current standard rates.

Customer Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature/Stamp: \_\_\_\_\_



Recall Secure Destruction Services, Inc.

Title: \_\_\_\_\_

Signature/Stamp: \_\_\_\_\_

**Terms and Conditions**

- 1. Agreement:** Recall agrees to: (a) furnish containers to Customer to be used exclusively for the deposit of confidential materials of Customer ("Customer Materials"), and (b) collect the Customer Materials from the containers in material accord with Recall's schedules, which may be modified from time to time upon notice to Customer and (c) cause the Customer Materials to be destroyed by shredding equipment so as to render the contents unreadable, all in material accord with Recall's standard operating procedures as modified in Recall's sole discretion from time to time. If requested by Customer, Recall shall provide a Certificate of Destruction along with Customer's invoice.
- 2. Term:** The initial term of this Agreement ("Initial Term") shall commence on the Effective Date, and shall continue during the Term specified above. Thereafter this Agreement shall automatically renew for successive terms equal to the Initial Term (each a "Renewal Term") unless terminated by either party by written notice to the other not less than 60 days before the end of the Initial Term or then-current Renewal Term.
- 3. Fees:** All fees in effect for the first year of this Agreement are specified in Table B herein. Fees for each subsequent year of this Agreement shall be calculated in accordance with Recall's then-current pricing methodology and shall be increased by an amount calculated by applying to the then-current fees the percentage increase in the consumer price index (all items, US, as published by the United States Department of Labor, Bureau of Labor Statistics) during the period since the then-current fees were established. If Customer requests any services in addition to those set forth in Table B and Recall provides such services, Customer will pay for such services at Recall's then-current standard rates. During the Term of this Agreement, and for only those months where Recall provides any Services hereunder to Customer, the minimum per stop fee shall be as listed in Table B. The pricing and fees offered to Customer herein shall only be valid for a period of sixty (60) days from the date that such pricing and fees are first offered to Customer by Recall herein; thereafter, any such pricing provided herein may be rescinded, without penalty, by Recall.
- 4. Payments:** All amounts due under this Agreement will be invoiced monthly in arrears and will be due and payable upon within thirty (30) days after the invoice date. Customer shall also pay all applicable federal, state, local, use and other taxes relating to this Agreement or any services or products provided hereunder, excluding only taxes based on Recall's net income. Any amounts payable hereunder which are not paid when due shall thereafter bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence for all payments due hereunder, and if any payment due Recall is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Customer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, the billing amounts hereunder shall be determined based upon the actual number of bins placed on-site with Customer hereunder.
- 5. Limitation of Liability:** In the event of any failure or delay in the performance of the services in accordance with this Agreement, Recall's liability shall be limited to the fee paid by Customer for the particular service. In no event shall Recall's liability exceed an amount equal to the fees paid hereunder for the 12-months immediately prior to the date of Customer's first claim. NOTWITHSTANDING ANYTHING IN THE PRECEDING TWO SENTENCES OR ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL RECALL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, WHETHER IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PERSON, EVEN IF RECALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.
- 6. Customer's Obligation to Secure Its Protected Information:** Notwithstanding anything to the contrary contained herein, to the extent Customer is required by federal, state or local law, rule or regulation to encrypt or otherwise properly secure its Confidential Information and/or data prior to its transmission, release, sharing and/or disclosure to Recall, and where Customer fails to comply with such law, rule or regulation, then Recall shall assume absolutely no responsibility and/or liability for any fines, penalties, costs and/or any damages, regardless of type, which arise from Customer's failure to comply with such legally required safeguards and/or encryption of its Confidential Information and/or data. Customer shall remain fully liable, responsible and obligated for any and all consequences of such non-compliance, including but not limited to paying any and all costs, fees, fines, penalties, damages, and/or expenses associated with such non-compliance. Furthermore, Customer hereby acknowledges and agrees to fully and completely indemnify and hold Recall harmless from any and all claims, damages, (regardless of type), fines, penalties, attorneys fees and/or costs which arise from Customer's failure to comply with any such applicable federal, state, and/or local laws, rules and/or regulations, as described herein.
- 7. Minimum Volume:** Within 60 days of the Effective Date, Customer will maintain a monthly minimum of 50% of the volume ("Minimum Volume Percentage") of Services described in Table B herein. In the event that Customer shall, at any time, maintain less than 50% of the bin service fees together with any other service fees ("Minimum Volume Revenue Fee") each month, Customer will be liable for and shall pay to Recall an amount equal to the Minimum Volume Revenue Fee multiplied by the service frequency, multiplied by the Minimum Volume Percentage as described in Table B. For example, if the per bin fee is \$30.00, the number of bins to be placed with Customer described above in Table B is 50, the service frequency is to be every 4 weeks, the service fee is \$20, and the minimum percentage is 50%, then the total Minimum Volume Revenue Fees payable by Customer would be \$ 5760 per month. The Minimum Volume Revenue Fee shall exclude all applicable federal, state, local, use and other taxes relating to this Agreement.
- 8. Pickup Service:** Recall shall pick-up Customer Materials at the Customer location(s) for which Recall agrees in writing to provide services, in accordance with Recall's standard schedules, as modified from time to time upon notice to Customer. Recall shall use commercially reasonable efforts to provide pick-up services within the time periods specified in this Agreement.
- 9. Containers and Materials:** Recall shall at all times retain title to and all rights of possession of the containers provided pursuant to Section 1 above. Recall's containers shall not be used by Customer for the disposal of other types of materials unless approved by Recall in writing prior to collection. In no event shall Recall's containers be used for the disposal of any hazardous or toxic materials, or metals, solids, or other materials that could damage or contaminate Recall's containers, vehicles or equipment, or cause injury or death to any of its employees or agents. Recall may remove the containers, along with any Customer Materials contained therein, upon any termination or expiration of this Agreement. Recall shall have title to and all rights of possession to the Customer Materials following its destruction, including, without limitation, the right to recycle such material. Customer shall (a) maintain Recall's containers in a secure location that is readily and safely accessible to Recall personnel and equipment and (b) exercise reasonable care to avoid theft, vandalism or other damage or loss to the containers. In no event shall Recall be responsible or liable to Customer for any theft of Customer Materials from the containers which are on Customer's premises. Customer shall reimburse Recall the cost to repair or replace any of Recall's containers that are lost, stolen, or damaged. After delivery of the containers to Customer, Customer shall be responsible for safekeeping the keys to Recall's containers. If the keys are lost or not returned with the containers, Customer shall pay Recall's then-current replacement fee for each key that is lost or not returned.
- 10. Confidentiality:** Recall will use commercially reasonable efforts to (a) maintain as confidential the Customer Materials and all nonpublic information obtained by it with respect to Customer in the performance of Services hereunder that should reasonably be understood by Recall at the time of disclosure, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be confidential and proprietary to Customer (collectively "Confidential Information"), and (b) not to use such Confidential Information other than in the performance of the Services and exercise of Recall's rights pursuant to this Agreement. If the Confidential Information contains Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996 and implementing regulations) and the Parties require a Business Associate Agreement ("BAA") such is incorporated by reference herein, and such BAA shall become an Amendment to this Agreement. Further, Recall shall adhere to the terms of such BAA as if it were originally a part of this Agreement. If the Confidential Information contains Nonpublic Information (as defined by the Gramm Leach Bliley Act and implementing regulations) and the Parties require a GLB Addendum ("GLBA") such is incorporated by reference herein, and such GLBA shall become an Amendment to this Agreement. Further, Recall shall adhere to the terms of such GLBA as if it were originally a part of this Agreement.
- 11. Limited Warranty:** Recall warrants that the Services shall be provided in a professional and workmanlike manner by personnel trained with respect to such Services. EXCEPT AS PROVIDED IN THIS SECTION, RECALL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND RECALL HEREBY DISCLAIMS THE SAME.
- 12. Events of Default:** Customer shall be in default under this Agreement upon the occurrence of any one or more of the following events ("Events of Default"): (i) failure of Customer to pay when due any amounts owed hereunder and its failure to cure the same within 10 days of the date due; (ii) Customer's breach of any other provision of this Agreement, which, if capable of cure, is not cured within 30 days thereof; (iii) Customer becomes insolvent or makes any assignment for the benefit of its creditors; (iv) any proceeding is instituted by or against Customer under any bankruptcy or similar laws for the relief of debtors; or (v) the appointment of any trustee or receiver for any of Customer's assets. Upon the occurrence of any Event of Default, Recall at its sole discretion may exercise any, or any combination, of the following remedies: (A) refuse to provide further services with respect to, or provide access to, Customer Materials until the Event of Default is cured; (B) terminate this Agreement; (C) recover all damages suffered under this Agreement; and (D) such other rights and remedies as are available under applicable law. Recall shall have no liability to Customer or any other person for taking any actions permitted by this Section. The exercise by Recall of any one or more of its rights under this Agreement shall not preclude Recall's exercise of any one or more of its other rights or remedies.
- 13. Termination:** (a) If this Agreement is terminated as provided for in Section 12 above, Customer shall be responsible for making payment to Recall for all bin retrieval fees and account closing fees, as set forth in Table B (the "Permanent Removal Fees"). (b) Except as set forth in 13 (a) herein, should Customer terminate or cancel this Agreement, for any reason other than those specifically provided for in Section 12 herein, then prior to the expiration of the then-current Term, in addition to Customer's obligation to make payment of any Permanent Removal Fees, Customer shall also pay to Recall eighty percent (80%) of the monthly Minimum Volume Revenue Fee (the "Early Termination Charges") due for the remainder of the then-current Term. The Early Termination Fees shall be due and payable to Recall within thirty (30) days from the date Customer provides Recall with notice of its intent to terminate or cancel the Agreement. The Early Termination Charges shall not be meant hereunder as a penalty fee; rather, such Early Termination Charges shall be meant solely to compensate Recall for any and all fees, expenses, charges incurred on the behalf of Customer for the then unexpired remaining Term of this Agreement. Notwithstanding the foregoing, or anything else to the contrary herein, nothing contained herein shall in any way waive or disclaim Recall's right to pursue any and all other remedies, both at law and in equity, available to it for Customer's termination or cancellation of this Agreement.
- 14. Limitation of Actions:** No action, regardless of form, arising out of or in connection with this Agreement (other than an action by Recall for any amount due to Recall) may be brought more than one (1) year after the cause of action has arisen.
- 15. Indemnification:** Customer shall defend, indemnify and hold harmless Recall, its affiliates and their respective officers, directors, employees and agents against any liability, cost or expense (including court costs and reasonable attorneys' fees), irrespective of the theory on which based, directly or indirectly arising out of third party claims, demands or actions relating to Customer's: (1) breach of this Agreement; (2) failure to comply with Section 6 hereunder, "Customer's Obligation to Secure Its Protected Information," and/or (3) failure to comply with Section 16 hereunder, "Non-Paper Media."
- 16. Non-Paper Media:** Under no circumstances shall Customer commingle Non-Paper Media in containers intended for destruction of paper media. For purposes of this Section "Non-Paper Media" shall be defined to include, but not be limited to microfiche, microfilm, magnetic tapes, CDs, DVDs, and/or hard disk drives.
- 17. Miscellaneous:** (a) Customer shall not assign all or any portion of this Agreement without the prior written consent Recall. (b) No failure or delay by either party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by a party preclude any further exercise thereof or the exercise of any other right or remedy. No express waiver by Recall to any breach of this Agreement shall constitute a waiver of any succeeding breach. (c) This Agreement shall be governed by the laws of the State of Georgia, without regard to its principles of conflicts of law. (d) Headings describing the contents of particular sections are inserted only for convenience and shall not be construed as a part of this Agreement. (e) Other than contract term shown in Table B herein, this Agreement may not be modified or amended except by a separate written instrument signed by the parties. (f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. (g) Except as otherwise provided in this Agreement, all notices under this Agreement shall be in writing and delivered personally or sent by pre-paid, first class, certified or registered air mail, return receipt requested, or by telecopy to the intended recipient at its address or telecopy number set forth above, or to such other address or telecopy number as a party may from time to time duly notify the other. (h) In the event Customer advises Recall in writing that the Customer Materials contain either HIPAA or Gramm-Leach-Bliley protected information, Customer shall immediately notify Recall and the Parties shall execute an appropriate GLBA and/or BAA. (i) Recall shall not be liable for any default or delay in the performance of any of its obligations under this Agreement or for the damage or destruction of any Customer Materials if caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars, acts of terrorism, riots or civil disorder; accidents or unavoidable casualties; interruptions of or delays in transportation or communications; decisions or requirements, whether valid, invalid, formal or informal, of any government, agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Recall's reasonable control. (j) Those provisions which, because of the nature of the rights and obligations contained therein ought to survive termination of this Agreement shall so survive, including without limitation the following: Sections 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18.
- 18. Entire Agreement:** Customer acknowledges that these terms and conditions constitute the entire agreement between Recall and Customer with respect to the subject matter hereof and supersede any prior discussions, agreements and representations. Delivery of these terms and conditions constitutes either an offer or an acceptance by Recall. If these terms and conditions constitute an offer by Recall, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Recall is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof and Customer shall be bound by these terms and conditions. If these terms are submitted in a modification or extension of a prior existing services agreement, these terms shall replace the terms and conditions of such prior agreement in its entirety. In the event of any conflict between this Agreement and any exhibit, the Agreement controls.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

8

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, August 25, 2015**

**1216 W Robert Bush Drive**  
**South Bend, Washington**

**CALLED TO ORDER – 9:02AM**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Sharon Block, Health & Human Services Deputy Director

**GENERAL PUBLIC IN ATTENDANCE**

Gerry Amacher

**PUBLIC COMMENT**

Gerry Amacher asked if there was going to be a beer garden at the fair this year. Chairman Rogers indicated that was the plan. Brief discussion held.

**YEARS OF SERVICE**

20 Years – Brandi Huber (PROS)  
40 Years – Elaine Buchanan (CLERK)

**CONSENT AGENDA**

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

**Health & Human Services Department**

**Approve hire of Carolyn Perez, Administrative Asst. II, 0.80 FTE, Grade 9  
Step 1, effective August 18, 2015**

**County Fair**

**Approve temporary hire of Charmayne Simpson and Chloe Crane, at a rate  
of \$11/hour, effective August 24, 2015 through August 29, 2015**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**Sheriff's Office**

**Approve Amendment B to Grant Agreement #E15-134 with WA State Military Department; authorize Chair to sign**

**Approve renewal of Intergovernmental Agreement #E15-008 for Emergency Management Assistance Compact (EMAC) and Pacific NW Emergency Management Arrangement Assistance (PNEMA); authorize Chair to sign**

**Boards and Commissions**

**Approve the reappointment of Diane Knutson and Rebecca Chaffee to the Joint Pacific County Housing Authority**

**General Business**

**Vendor Claims:**

**Warrants Numbered 128326 through 128476 - \$132,648.47**

**Approve regular meeting minutes of July 28 and August 11, 2015**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Adopt Resolution 2015-041 for the temporary closure of 227<sup>th</sup> Place for culvert removal/replacement from September 15 through 17, 2015**

**Approve Local Agency Agreement with WA State Department of Transportation for Butte Creek Road project and authorize Chair to sign**

**Approve purchase of 48 VDC batteries for the Public Safety Building in an amount not to exceed \$20,000, subject to adequate budget appropriations**

**ITEMS REGARDING COUNTY FAIR**

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

**Approve Contract with Pitchwood, Inc. for the 2015 County Fair to operate a beer garden, subject to receipt of security plan, Certificate of Insurance, and WA State Liquor Control Board liquor license and in accordance with all applicable county policies**

**Approve 2015 Fair entertainment contracts with Tony Wintrip, Scott McDougall, the Van Blaricom Family, Old Time Fiddle Festival, Country Mile, Anitize, LuLu Fever, subject to adequate budget appropriations and confirm fair manager's signature**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Service Contract for School Nurse Services with Ocean Beach School District, effective August 1, 2015 through June 31, 2016**

**Approve issuance of Request for Proposals for distribution of 0.1% Sales Tax for mental health and drug & alcohol treatment**

**ITEMS REGARDING TREASURER'S OFFICE**

Consider adoption of resolution authorizing indefinitely limited-years' tax-delinquency certificates in accordance with Chapter 84.64.050 RCW  
**WITHDRAWN**

**ITEMS REGARDING SOUTH DISTRICT COURT**

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

**Consider approval of request to lease copier from Solutions Yes in the amount of \$138 per month and authorize Judge Goelz to sign lease, subject to adequate appropriations** (*other bids were received from Copiers Northwest in the amount of \$168.62 including sales tax and from Aberdeen Office Equipment in the amount of \$153.08 including sales tax*)

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Approve qualified FMLA request and authorize Leave Credit Transfers, and assign expiration date of January 31, 2016**

Consider request to purchase 26' boat-**WITHDRAWN**

**Approve E911 County Basic Service Operations Contract FY 2016-Agreement #E16-015 and authorize Chair to sign**

**ITEMS REGARDING RISK MANAGEMENT**

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

**Approve Claim for Damages #2015-08-001 and authorize payment in the amount of \$345.11, subject to Release and Hold Harmless Agreement being signed and returned by September 11, 2015**

**Approve denial of Claim for Damages #2015-08-002**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Approve appointments to the Willapa Bay WRIA #24 Lead Entity Citizens Committee; Warren Cowell, representing the “Citizen” position and Mike Cassinelli, representing the “Cities” position**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Agreement with Craft3 for the On-Site Septic Loan Program**

**Accept offer of \$1,800 for tax title parcel #75023025008 (Railroad Addition to Ocean Park Block 25 Lots 08 & 09) in accordance with Chapter 36.35.150 RCW**

**ITEMS REGARDING COUNTY FAIR**

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

**Approve Entertainment Agreement with Corey Daniels/Humptulips in the amount of \$500, subject to acceptance of Agreement by entertainer and adequate budget appropriations**

**Approve the temporary hire of Kristina Coty, at a rate of \$11 an hour, effective August 22, 2015 through August 29, 2015, subject to adequate budget appropriations**

**ITEMS REGARDING ASSESSOR’S OFFICE**

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

**Approve the hire of Brooke Andrews, to vacant Administrative Assistant II, at 0.75 FTE, at a rate of \$15.31 per hour, effective September 1, 2015, subject to adequate budget appropriations**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Authorize Chair to sign Real Estate Excise Tax Affidavit pertaining to Parcel #72052005013 and 72052000000**

**Approve Vendor Claims, Warrants Numbered 128477 through 128561 in the amount of \$444,471.06, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #51

**EXECUTIVE SESSION** – Not needed

**MEETING CLOSED – 9:17AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Steve Rogers, Chairman

ATTEST:

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Lisa Ayers, Commissioner

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

**OTHER BUSINESS FOR FILING**

Notice of Liquor License Application expiration for The Local Store and Gas, Samplawski's Place, Inc. dba Tombstone Willey's Saloon & Grill, Shoalwater Bay Indian Tribe, and The Old Fishtrap.

Certificate of Liability Insurance for Jump! Bouncy House Rental filed this date.

Letter from Department of Archaeology & Historic Preservation regarding Grant Rehabilitation Program in the amount of \$360,047 for the Courthouse exterior rehabilitation work.

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: AUGUST, YEAR OF 2015  
 TOTAL EMPLOYEES: 189  
 TOTAL PAYROLL: \$700,344.95

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this \_\_\_8th\_\_\_ day of September 2015

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
Clerk of the Board

RECEIVED  
PACIFIC COUNTY

AUG 31 2015

GENERAL AT-TENDANT  
BOARD OF COMMISSIONERS

COUNTY OF PACIFIC  
VOUCHER APPROVAL TRANSMITTAL  
VENDOR CLAIMS

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

As of this date, September 8, 2015, 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

128562 thru 128632 \$ 156,293.04

Warrants Dated: August 28, 2015

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:  
  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

RECEIVED  
PACIFIC COUNTY

**AUG 31 2015**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
 9/8/2015

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 11

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 Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 8/31/2015
NARRATIVE OF REQUEST Requesting approval and signature of contract # _____ with ESD 112 to provide school based drug and alcohol prevention and early intervention services in the Ocean Beach School District. This contract will provide for approximately .50 FTE during the school year (720 hours) and will be reimbursed at \$36.90 per hour with the total contract amount not to exceed \$26,568. This is a new contract to the county and the related revenue and expense will need to be amended at the next budget supplement. Please contact me at ex 2648 with any questions. Thank you!	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve Personal Service Agreement with Educational Service District #112 for Prevention and Treatment of Substance Abuse and authorize Director to sign	



EDUCATIONAL  
SERVICE  
DISTRICT 112

**PERSONAL SERVICE AGREEMENT**  
between  
**EDUCATIONAL SERVICE DISTRICT 112**  
(Hereinafter referred to as the ESD)  
2500 NE 65 Ave, Vancouver WA 98661-6812  
Phone (360) 750-7500  
Fax (360) 750-9706

**And**

Contract #  
Contract Total: \$26,568.00  
Account Code: 2083-27-7000-624  
Contact Person: Deb Drandoff  
Budget Analyst Approval: AH  
Division Approval: BL

Vendor Key: PACIFIC021  
NAME (Consultant/Contractor): PACIFIC COUNTY HEALTH AND HUMAN SERVICES  
MAILING ADDRESS: 7013 Sandridge Road  
Long Beach, WA 98631

Fed Tax ID#: 91-6001356  
UBI #: N/A  
TELEPHONE #: 360-642-9300  
EMAIL: [koien@co.pacific.wa.us](mailto:koien@co.pacific.wa.us)

CFDA #/TITLE: 93.959 Block Grants for Prevention and Treatment of Substance Abuse

1. **Purpose.** ESD and Consultant/Contractor are entering into this Personal Service Agreement (Agreement) for the purpose to *provide qualified community prevention professional for the position of student assistance prevention specialist to the Ocean Beach School District for up to 720 hours of service using the best practice Project SUCCESS program. See attachment A for additional responsibilities and requirements of the position.*
2. **Term.** This Agreement shall be effective September 1, 2015 to June 30, 2016 unless terminated as provided for herein.
3. **Consultant/Contractor Obligations.** Consultant/Contractor shall provide the services as set forth in Addendum A and Attachment A, in accordance with the timeline set forth in Addendum A, for the costs set forth in Addendum A, and shall comply with all the terms and provisions in this Agreement and the Addenda that are attached hereto and incorporated herein by reference. Consultant/Contractor shall provide the services using the highest standard of care and professionalism used in Consultant's/Contractor's business or profession.
  - 3.1 Consultant/Contractor warrants that it is engaged in an ongoing consulting practice or business, that it maintains an independent place of business and is providing the services as an independent contractor. Consultant/Contractor shall maintain independent control over the delivery of service to ESD and shall be responsible for paying and withholding unemployment, workers compensation and employment taxes.
  - 3.2 Consultant/Contractor shall submit an invoice to the ESD every month by the 15th detailing the total billable service days that were provided, any approved expenses Consultant/Contractor incurred and the amount that is owed for the service and expenses for the previous month. FINAL INVOICE SHALL BE RECEIVED BY THE ESD NO LATER THAN July 15<sup>th</sup>, 2016. If ESD does not receive the final invoice by the date specified, Consultant/Contractor may not be paid for services and expenses billed in the final invoice. Upon request, Consultant/Contractor shall provide receipts for any expenses for which Consultant/Contractor is seeking payment. If Consultant/Contractor is paid more than the amount owed under the terms of this Agreement, it shall be considered an Overpayment. If an Overpayment occurs prior to completion of the Agreement, ESD may withhold the amount of the Overpayment from payment for subsequent invoices. If an Overpayment cannot be reclaimed by withholding future payments, Consultant/Contractor shall remit the Overpayment to ESD within forty-five (45) days of being notified of the Overpayment.
  - 3.3 Except where Addendum A states something to the contrary, Consultant/Contractor is solely responsible for securing all materials, supplies and print/copy services, and for any travel or other expenses that are necessary to provide the services. If Consultant/Contractor wishes to use ESD materials, supplies or print/copy services, Consultant/Contractor shall pay ESD in advance for costs associated with such items.
  - 3.4 Consultant/Contractor shall secure and maintain insurance coverage in the amounts specified in Addendum B, and shall comply with the provisions described therein.
  - 3.5 Consultant/Contractor shall read and hereby acknowledges its understanding and acceptance of the disclosure and terms in Addendum C related to the ESD's use of federal funds to partially or completely fund its obligations under this Agreement.
  - 3.6 Consultant/Contractor shall comply with the following requirements if the Consultant/Contractor or any of its officials, employees or agents may have access to children or may provide services on school district property:
    - 3.6.1 Background checks shall be conducted on Consultant/Contractor and any officials, employees or agents who may have access to children. Consultant/Contractor agrees that no person who has plead to or been convicted of a felony crime specified in RCW 28A.400.330, who provides services under this agreement, will have access to children.
    - 3.6.2 Consultant/Contractor and its officials, employees or agents shall not use tobacco on school district property in violation of RCW 28A.210.310, or school board policies adopted in accordance therewith.
4. **ESD Obligations.** In exchange for the services Consultant/Contractor provides, ESD 112 shall pay the Consultant/Contractor the amount set forth in Addendum A, which shall not exceed TWENTY SIX THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS (\$26,568.00) unless both parties sign an amendment to the Agreement.
  - 4.1 The total amount ESD will pay is inclusive of all expenses. Consultant/Contractor will only be paid for those expenses that are identified in Addendum A and which are authorized by ESD.
  - 4.2 ESD will pay Consultant/Contractor within forty-five (45) days of the receipt of Consultant/Contractor's invoice and requested receipts, subject to verification that the services were provided to ESDs satisfaction and ESD board approval of the payment. If there is a dispute regarding Consultant's/Contractor's performance of the services, or the amount or appropriateness of a claimed expense, ESD may withhold payment until the dispute is resolved.
  - 4.3 Payments made to the Consultant/Contractor will, where appropriate, be subject to 1099 reporting.

**5. Termination.**

- 5.1 ESD may terminate this Agreement for any reason, with or without cause with a 30 day written notice. In the event, the ESD has cause to terminate this agreement no notice is required. ESD will provide Consultant/Contractor written notice that it is terminating the Agreement. The Agreement will terminate on the date specified in the notice ESD provides. Written notice will be deemed to have been provided on the earlier of the date it is actually received or the third day after the date the notice is deposited in the mail for deliver to the address noted above.
- 5.2 Consultant/Contractor may terminate this Agreement with a thirty (30) day written notice submitted to the ESD. The thirty (30) day period will not start until the ESD Superintendent receives the actual written notice.
- 5.3 Within fifteen days of the date ESD terminates the Agreement, Consultant/Contractor shall submit a final invoice for the services and expense incurred up to the termination date. ESD will pay the invoice in accordance with the payment provisions in Section 4.2.
- 5.4 The obligations in paragraph's 3.2, 6.6 and 6.9 shall survive termination of the Agreement.

## 6. General Provisions.

- 6.1 **Entire Agreement and Severability.** This Agreement, inclusive of Addenda A, B and C, constitutes the final complete and exclusive agreement between the parties and supersedes all prior and contemporaneous understandings or agreements. The agreement may only be amended by mutual signed written agreement of both parties. The provisions in this Agreement are severable. If any provision in this Agreement is found for any reason to be invalid, illegal or unenforceable, the offending provision may be stricken and the remaining provisions shall remain valid and enforceable.
- 6.2 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any legal action or proceeding arising in connection with this Agreement shall be filed and heard in state court in Clark County Washington.
- 6.3 **Compliance with Laws.** Consultant/Contractor shall comply with all federal, state and local laws, and is solely responsible for withholding and paying any taxes and for securing any licenses or permits that are required in connection with the services the Consultant/Contractor is providing.
- 6.4 **Non Discrimination.** Both parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding ESD's compliance with this provision or grievance procedures may be directed to the ESD at the above address.
- 6.5 **Conflict of Interest Prohibited.** Conflict of Interest: The Consultant/Contractor shall not receive compensation from more than one political subdivision of the state of Washington for the same hours worked. If the Consultant/Contractor is providing services to another organization that are the same as the services Consultant/Contractor is providing to ESD and is being compensated by the other organization, the amount ESD paid for the services constitute an Overpayment, which shall be withheld from future payments or reimbursed as described in paragraph 3.2.
- 6.6 **Indemnification.** Consultant/Contractor shall defend, indemnify and hold harmless the ESD and its officials, administrators, employees and agents from and against any loss or damage whatsoever arise directly or indirectly from the Consultant's/Contractor's, or the Consultant's/Contractor's subcontractors, agents, officials or employees actions under this Agreement, unless the ESD, its officials, administrators, employees or agents contributes to such loss or damage. (And) ESD shall defend, indemnify and hold harmless the Consultant/Contractor and its officials, administrators, employees and agents from and against any loss or damage whatsoever arise directly or indirectly from the ESD's, or the ESD's subcontractors, agents, officials or employees actions under this Agreement, unless the Consultant/Contractor, its officials, administrators, employees or agents contributes to such loss or damage.
- 6.7 **Assignment and Sub-grants.** Consultant/Contractor shall not subcontract or assign any of its rights or obligations under this Agreement without the signed written consent of ESD. If ESD agrees in writing to allow Consultant/Contractor to subcontract or assign any of Consultant's/Contractor's obligations, any assignee or subcontractor shall comply with all the terms in this Agreement and Consultant/Contractor shall be responsible for ensuring its assignees or subcontractors compliance.
- 6.8 **Privacy.** Consultant/Contractor may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Consultant shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of ESD and the parent of the student the record pertains to.
- 6.9 **Records.** Consultant/Contractor shall maintain books, records, documents, data and other evidence compiled and related to the performance of the services required in this Agreement and any data that substantiates the payment amount requested, including receipts for incurred expenses. The records shall be retained for a period of seven (7) years following completion of the Agreement. At no additional cost, Consultant/Contractor shall provide ESD access to and copies of any records.
- 6.10 **Intellectual Property.** Any materials Consultant/Contractor produces in connection with this Agreement shall be considered "works made for hire" as defined by the United States Copyright Act and will be owned by ESD. ESD will be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found not to be "works made for hire," Consultant/Contractor hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD effective from the moment of creation. Consultant/Contractor shall not use any materials produced for ESD in connection with this Agreement without obtaining ESD's prior written consent. ESD acknowledges that the training materials the contractors will use were not produced in conjunction with this agreement and that they are copyrighted. The Contractor maintains all intellectual property rights for these materials. ESD may not distribute or reproduce such materials without written consent of the Contractor
- 6.11 **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, the ESD and Central Washington Comprehensive Mental Health certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. The ESD and Clark College shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
- 6.12 **Waiver.** No provision in this Agreement or the right to receive reasonable performance of any obligation in this Agreement shall be deemed waived,

I certify that I am the Consultant/Contractor identified herein, or a person duly qualified and authorized to bind the Consultant/Contractor so identified in the foregoing Contract.

EDUCATIONAL SERVICE DISTRICT 112

CONSULTANT/CONTRACTOR

By: \_\_\_\_\_  
Tim Merlino, Superintendent, or Designee

By: \_\_\_\_\_  
Mary Goelz, RN - Director

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Please sign, date, and return to Internal Accounting, ESD 112, 2500 NE 65 Avenue, Vancouver, WA 98661-6812 prior to date(s) of service. A countersigned copy will be returned to you.

## ATTACHMENT A

### Responsibilities and Requirements of Prevention/Intervention Specialist

- Provide the Project SUCCESS Prevention Education Series or Approved Prevention Curriculum to one grade level in the district annually.
- Participate in community prevention planning, including school-wide activities. Attend Wellspring community coalition meetings monthly.
- Coordinate work with the Intervention staff member, making referrals for intervention services and supporting case management efforts
- Coordinate Prevention Club activities in the Middle School and High School
- Coordinate one parent awareness event during the school year
- Enter prevention activities into RMC online data system by the 5<sup>th</sup> of each month.

**ADDENDUM A  
SERVICES TO BE PROVIDED, TIMELINE AND COSTS**

Consultant/Contractor shall provide the following services and deliverables, within the following timelines, for the following cost/fee:

Services to be provided	Deliverable	Timeline / Due Date*	Cost or fee to be paid*
<p><i>Provide qualified community prevention professional for the position of student assistance prevention specialist to the Ocean Beach School District for up to 720 hours of service using the best practice Project SUCCESS program. See attachment A for additional responsibilities and requirements of the position.</i></p> <p><i>See attachment A for additional responsibilities and requirements of the P.I. position.</i></p>	N/A	<i>September 1, 2015 – June 30, 2016</i>	<p><i>The Rate of reimbursement shall not exceed \$36.90 per hour. This hourly rate will include staff salary, benefits, travel, supervision and office supplies. The total contracted services shall not exceed <u>TWENTY SIX THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS (\$26,568.00)</u></i></p>

**\* FINAL INVOICE MUST BE RECEIVED BY July 15<sup>th</sup>, 2016. FAILURE TO SUBMIT THE FINAL INVOICE WITHIN THIS TIMELINE WILL RESULT IN CONSULTANT/CONTRACTOR NOT BEING PAID FOR SERVICES AND EXPENSES THAT ARE SUBJECT TO A FINAL INVOICE.**

The cost identified above is the amount ESD will pay for the services Consultant/Contractor is providing. In addition to the above cost, ESD will provide the following materials, supplies, print or copy services and will reimburse the Consultant/Contractor for the following expenses (reimbursable):

\$0 - the cost/fee identified above is inclusive of all costs and expenses

**\*\* The total cost or fee and reimbursable shall not exceed the total contract price in paragraph 4**

**ADDENDUM B**

**INSURANCE REQUIREMENTS**

Consultant/Contractor shall provide the insurance coverage identified below, which shall remain in full force and effect for the entire term of this Agreement. The intent of the required insurance is to protect the ESD should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Consultant/Contractor or its subcontractors, agents, officers or employees, while performing under the terms of this Agreement.

**[X] Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity in an amount not less than \$1,000,000 per occurrence.

If ESD approves use of a subcontractor, Consultant/Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**[ ] Automobile Liability.** In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or un-owned by the Consultant/Contractor, automobile liability insurance shall be required. Provide automobile liability in an amount not less than \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**[ ] Errors and Omissions.** Provide an Errors and Omissions Liability Insurance Policy protecting against professional errors and omissions in an amount not less than \$1,000,000.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name ESD, its agents and employees as additional insured's under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. Consultant/Contractor shall instruct the insurers to give ESD thirty (30) calendar days advance notice of any insurance cancellation.

Consultant/Contractor shall, within fifteen (15) calendar days of the date this Agreement is signed, provide ESD a certificate of insurance that outlines the coverage and limits defined above and listing ESD as an additional insured. Consultant/Contractor shall submit renewal certificates as appropriate during the term of the contract.

**LICENSING AND RELATED REQUIREMENTS**

Consultant/Contractor shall provide *W-9, proof of insurance, certification and Appendix A*

Consultant/Contractor certifies the Consultant/Contractor is filing a schedule of expenses with the Internal Revenue Services, has established an account with the Washington State Department of Revenue (if a resident of WA State) and/or other appropriate state and/or local taxing agencies, is maintaining a separate set of records for Consultant's/Contractor's business and is meeting all reporting requirements, is complying with federal statutes and executive orders and is not on the federal Excluded Parties List Report (located on the Web at <http://epls.arnet.gov/News.html>).

All payment ESD makes to Contractor/Consultant will be subject to 1099 reporting.

ADDENDUM C  
FEDERAL FUNDS DISCLOSURE AND REQUIREMENTS

**Certification Regarding Adherence to Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200) under the Office of Management and Budget (OMB)**

**Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

Consultant/Contractor hereby acknowledges being informed that ESD may partially or fully fund its obligations under this Agreement with federal funds that were awarded pursuant to \_\_\_\_\_, CFDA#\_\_\_\_\_. Consultant/Contractor will performs its obligations in a manner that is consistent with the terms and provisions of the award, which will be made available to Consultant/Contractor upon request.

As a recipient of federal funds, ESD must comply with cost principles under Uniform Administrative Requirements, which establishes principles and standards for determining allowable costs for federal awards, carried out through grants, cost reimbursement contracts and other agreements. Consultant/Contractor agrees to follow cost principles under Uniform Administrative Requirements and to comply with any request by ESD related to ESD’s obligations to comply with OMB’s Administrative Requirements under the award identified above.

Contract recipient further certifies that they, nor its Principals, have in the past or are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. (“Principals”, for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

Contractor shall provide immediate written notice to ESD if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD has relied in entering into this Agreement. Should ESD determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

Certification:

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



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

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

September 8, 2015

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 12

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 Mgmt  
 Legal Required

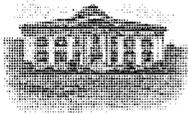
**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):	RECEIVED PACIFIC COUNTY
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644	<b>SEP - 1 2015</b>
SIGNATURE:	DATE: 9/1/15	GENERAL ADMINISTRATION BOARD OF COMMISSIONERS
<b>NARRATIVE OF REQUEST</b> Request the Board approve the advertisement for a new Administrative Assistant II position in the Health and Human Services Department. This will be a Grade 9, Step 1, 0.8 FTE position located in the Long Beach office. This position will fall within the current approved budget and will not require a supplemental budget.		
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b>  Approve advertising for Administrative Asst. II, Grade 9 Step 1, 0.80 FTE for the Long Beach Office, subject to adequate budget appropriations		



REQUESTED MEETING DATE:

09/08/15

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 13

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Risk Mgmt

Legal Required

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"/> PCEMA    | <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"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU 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: Pacific County Sheriff's Office DIVISION (if applicable): **Communications Division**

OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy PHONE / EXT: **3340**

SIGNATURE: *Stephanie Fritts* DATE: August 24, 2015

**NARRATIVE OF REQUEST**

Consider this the provision of 30 days required notice for a Pacific County Sheriff's Office employee to utilize Family Medical Leave Act (FMLA) benefits, estimated to begin October 8, 2015.

In addition, requesting approval to solicit donated leave on behalf of the same employee once vacation and sick leave banks are exhausted in accordance with policy.

All FMLA forms are attached as well as the request for donated leave.

**AUG 28 2015**

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

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

Authorize qualified FMLA effective October 8, 2015 and approve Leave Credit Transfers, and assign expiration date of 1/31/2016



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

Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

**REQUESTED MEETING DATE:**  
Sept 8, 2015

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 14

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> NDC        | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Treasurer      |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health   | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <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: Pacific County Sheriff's Office DIVISION (if applicable): Communications Division

OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy PHONE / EXT: 3340

SIGNATURE: *Stephanie Fritts* DATE: August 30, 2015

**NARRATIVE OF REQUEST**  
 Request approval of a mobile data computer, which will replace the laptop in use in my office. The laptop in my office will be repurposed for use in the EOC.

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

Approve purchase of mobile data computer, in an amount not to exceed \$4,452.88, including sales tax and in accordance with Personal Property Inventory Procedures

Name of Contractor: Datec Inc.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
See attached quotation

**W-9 Attached** for all vendors/contractors (County issuing payment to)  **Certificate of Insurance Attached** (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.**

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

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)  
 Telecomm & Data Processing  Other (Describe):

To be located at: Pacific County 911 equipment

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  Post, Advertise, & Fill Position  
 Other (please describe): Per quotation provided by Andy Seaman

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

This purchase will provide mobile data capability in the 911 vehicle in 2016.

TOTAL COST/AMOUNT (include sales & use tax): \$4,452.88

TOTAL TAX: \$326.09

TOTAL SHIPPING/HANDLING: \$15.00

EXPENDITURE FUND #: 160...XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  Yes  No

SUPPLEMENTAL REQUIRED?  Yes  No

IN-KIND MATCH REQUIRED?  Yes  No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  Yes  No

AMOUNT OF MATCHING FUNDS:



**Contact:** Bob Stein  
 364 Upland Drive, Seattle, WA 98188  
 206/909-5272 cell: 206/575-1470 Office  
 Fed TAX ID 91-0930538  
*Email Po To:* [bstein@datecinc.net](mailto:bstein@datecinc.net)  
*Fax PO To:* 206-575-1475

**Quote Prepared For:**

Pacific County  
 Andy Seaman  
[aseaman@co.pacific.wa.us](mailto:aseaman@co.pacific.wa.us)  
 360-875-9368

**Quote#** 150819901  
**Date:** 08/19/15  
**Terms:** Net 30 Days  
**Validity:** 30 Days

Part Number	Description	Qty	Unit Price	Ext. Price
<b>Panasonic CF-54 Laptop</b>				
0320-17	Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 14.0" FHD, Gloved Multi Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Fingerprint, Emissive Backlit Keyboard, DVD Multi-drive, Webcam, Toughbook Preferred	1	\$2,499.86	\$ 2,499.86
<b>Options</b>				
SSD UG	256 Gb SSD supplied and installed and laptop re-imaged	1	\$295.00	\$ 295.00
GJ MDS	Gamber Johson Mobile Docking Station - full port replication with power - no RF	1	\$795.00	\$ 795.00
RAM UG	4GB RAM Upgrade - Supplied - installed - tested (8 GB System Total)	1	\$135.00	\$ 135.00
12VDC Power	Lind 120 Watt 12-32 Volt Input Car Adapter for CF-54	1	\$129.00	\$387.00
MS Ship	Freight/ Handling / Shipping	1	15.00	\$ 15.00
<b>Sub Total</b>				\$4,126.86
<b>7.9% Sales Tax</b>				\$ 326.02
<b>Total</b>				<b>\$4,452.88</b>
Special Pricing: Washington State DIS Contract # T11-MST-548				



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

9/8/2015

### AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item #: 15

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

OTHER: \_\_\_\_\_

DISTRIBUTION LIST:

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> NDC        | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Treasurer      |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Fair     | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health   | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Ext.       |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> Juvenile | <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: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Michael J. Sullivan, Superior Court Judge	PHONE / EXT: 2300
SIGNATURE:	DATE:
NARRATIVE OF REQUEST Request the BOCC approve publication for proposal for the Indigent Defense Contracts for Adult Felonies, Juvenile Offenders, At Risk Youth / CHINS, North District Court.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u>  Approve issuance of Request for Proposals for the Indigent Defense Contracts	



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

9/8/2015

**AGENDA REQUEST FORM**

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

Agenda Item#: 16

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN  DEFERRED TO: \_\_\_\_\_

Review  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Risk Mgmt

OTHER: \_\_\_\_\_

Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): Risk Management
OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary	PHONE / EXT: 875-9334
SIGNATURE: 	DATE: 8/31/2015
NARRATIVE OF REQUEST After reviewing the information pertaining to Claim #2015-08-003, it is the recommendation of Risk Management to pay this claim.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approvement payment for Claim #2015-08-003	



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

Meetings are held the 2nd  
 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
 09/08/15

### AGENDA REQUEST FORM

#### TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 17

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Mgmt

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal Required

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"/> PCEMA    | <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"/> Veg Mgmt       |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU 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): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE: 	DATE: 9/1/2015
NARRATIVE OF REQUEST We currently have two vacancies on the Fair Board, which have been advertised. As of today, we have only received one application.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the appointment of Katie Auble to the Fair Board, effective immediately	



REQUESTED MEETING DATE:  
09/08/15

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD																										
<p>BOCC ACTION:    <input type="checkbox"/> APPROVED            <input type="checkbox"/> DENIED</p> <p><input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</p> <p><input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN            <input type="checkbox"/> DEFERRED TO: _____</p> <p><input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____</p> <p><input type="checkbox"/> OTHER: _____</p>	<p style="text-align: right;">Agenda Item #: <u>18</u></p> <hr/> <p style="text-align: right;">Initial: _____ Date: _____</p> <p style="text-align: right;">Review    <input type="checkbox"/> Clerk of the Board</p> <p style="text-align: right;">              <input type="checkbox"/> Risk Mgmt</p> <p style="text-align: right;">              <input type="checkbox"/> Legal Required</p>																									
<p>DISTRIBUTION LIST:</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> RF</td> <td><input type="checkbox"/> Assessor</td> <td><input type="checkbox"/> DPW</td> <td><input type="checkbox"/> PACCOM</td> <td><input type="checkbox"/> Superior Court</td> </tr> <tr> <td><input type="checkbox"/> CF</td> <td><input type="checkbox"/> Auditor</td> <td><input type="checkbox"/> PCEMA</td> <td><input type="checkbox"/> PC Fair</td> <td><input type="checkbox"/> Treasurer</td> </tr> <tr> <td><input type="checkbox"/> SEA</td> <td><input type="checkbox"/> Clerk</td> <td><input type="checkbox"/> Health</td> <td><input type="checkbox"/> Prosecutor</td> <td><input type="checkbox"/> Veg Mgmt</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Civil Service</td> <td><input type="checkbox"/> Juvenile</td> <td><input type="checkbox"/> SDC</td> <td><input type="checkbox"/> WSU Ext.</td> </tr> <tr> <td></td> <td><input type="checkbox"/> DCD</td> <td><input type="checkbox"/> NDC</td> <td><input type="checkbox"/> Sheriff</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<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"/> PCEMA	<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"/> Veg Mgmt		<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.		<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other
<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"/> PCEMA	<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"/> Veg Mgmt																						
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.																						
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other																						

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 9/1/2015
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve Memorandum of Understanding pertaining to the Regional On-Site Sewage System Loan Program</p>	

Name of Contractor: \_\_\_\_\_

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):  
 Memorandum of Understanding pertaining to the Regional On-Site Sewage System Loan Program

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 Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.**

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

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  
 Telecomm & Data Processing       Other (Describe) :

To be located at: \_\_\_\_\_ Targeted Marketing Efforts Project

**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, Fill Position (New Employee Form Required)  
 Other (please describe): \_\_\_\_\_

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**  
 Original Contract for Services was approved 6/24/2014.

TOTAL COST/AMOUNT (include sales & use tax): \$8,000      TOTAL TAX: \_\_\_\_\_

TOTAL SHIPPING/HANDLING: \_\_\_\_\_      EXPENDITURE FUND #: <sup>126</sup>\_\_\_\_.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: \_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

## REGIONAL ON-SITE SEWAGE SYSTEM LOAN PROGRAM

This agreement is made and entered into between Kitsap Public Health District, Whatcom County Health Department, King County Health Department, Thurston County Public Health, Mason County Public Health, and Tacoma-Pierce County Health Department (collectively “Local Health Jurisdictions” or “LHJs”); Snohomish County, Clallam County, Grays Harbor County, and Pacific County (collectively “Counties”); Washington State Department of Health (Health); and Washington State Department of Ecology (Ecology) for the purpose of providing a program to offer loan assistance to citizens of the participating local jurisdictions to address failing or malfunctioning on-site sewage systems to protect public health and water quality. Collectively, the parties are referred to as “Partners.” It is entered into solely for the mutual benefit of the parties to this agreement. This agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this agreement.

WHEREAS, Ecology has awarded grant and loan funds for the Regional Loan Program (“RLP”) beginning with the Water Quality Program FY2016 Combined Funding Cycle (see State Fiscal Year 2015 Final Water Quality Funding Offer List and Intended Use Plan), and

WHEREAS, the grant/loan application submitted to Ecology by the LHJs and the Counties calls for a state agency to administer the RLP, and

WHEREAS, Ecology will be the lead administrative state agency and Health will provide accompanying coordination and technical support, and

WHEREAS, on-site sewage system (OSS) owners need affordable financial options to repair and replace their systems or convert to sewer to ensure effective sewage treatment to help protect water quality and public health, and

WHEREAS, LHJs have responsibility for addressing failing OSS to protect ground water, surface water, and the public’s health in their respective counties, and

WHEREAS, approximately one third of the state’s households are served by decentralized (on-site) wastewater infrastructure and this vast and aging infrastructure needs ongoing care and investment.

NOW, THEREFORE, in consideration of the mutual promises herein, the Partners agree as follows:

This MOU may be reviewed and amended at the request of any of the Partners. An amended agreement would require approval by all participating jurisdictions. Any of the LHJs or the Counties may withdraw from this AGREEMENT provided written notice is provided to each of the other Partners thirty (30) days prior to withdrawing from this AGREEMENT.

The remaining Washington State marine counties (San Juan, Skagit, Island, and Jefferson) or their local health jurisdictions are eligible to participate in this MOU. Any of these Counties or LHJs may opt into the RLP on an annual basis by providing written notice to the Partners, receiving written approval from the Partners in keeping with procedures in the program guidelines, and by securing local approval of the MOU.

The Partners agree to collaborate on the RLP as specified in the Roles and Responsibilities attached and incorporated as Appendix A to this MOU.

Ecology will conduct a procurement process to contract with one or more Financial Institution Partners (FIP) to provide competitive loan rates and flexible terms to property owners to finance OSS repairs, replacements, or conversion to sewer to protect water quality and public health. Financial responsibility for repayment to Ecology of any State Revolving Fund disbursements under the RLP will belong to the FIP. The Partners will provide property owner referrals to the FIP.

The Partners will collaborate to develop program guidelines prior to Ecology issuing the RFP and contracting with the FIP. The guidelines will define program structure and service delivery during implementation of the RLP. The roles and responsibilities described in this MOU will coincide with the period of operation of the RLP as spelled out in the contract between Ecology and FIP. The Partners intend to administer and continue this RLP as long as sufficient loan and grant funds are available to recapitalize and effectively sustain it.

The LHJs will fulfill their responsibilities for septic system permitting and technical assistance as required by chapter 246-272A WAC, including review of septic design repair applications, approving complete applications, completing final inspections, approving record drawings, and notifying FIP upon request that the project is completed so payment is authorized to contractors for completed work.

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. Each party shall fully indemnify and hold harmless the other parties against all claims arising out of the indemnifying party's own negligent acts or omissions in performance of this agreement.

This MOU may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Members had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this MOU, constitute one and the same instrument.

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

\_\_\_\_\_  
Steve Rogers, Chairman

\_\_\_\_\_  
Frank Wolfe, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Lisa Ayers, Commissioner

# APPENDIX A

## Regional Loan Program Roles and Responsibilities

<b>Financial Institution Partner</b>	<b>LHJs or Counties</b>
<p>Duties:</p> <ul style="list-style-type: none"> <li>• Receive customer loan application, and provide all required loan processing as set forth in the contract with Ecology.</li> <li>• Provide marketing to promote the Regional Loan Program as outlined in the contract with Ecology.</li> <li>• Accept financial responsibility for all loans made through the RLP.</li> <li>• Comply with state and federal lending requirements.</li> </ul>	<p>Duties:</p> <ul style="list-style-type: none"> <li>• LHJs and Counties: provide referrals to FIP.</li> <li>• LHJs and Counties: distribute marketing materials as needed to owners of failing septic systems.</li> <li>• LHJs: fulfil requirements under WAC 246-272A regarding septic design review, septic installation, and final approval.</li> <li>• LHJs: complete final inspection on septic, and notify the FIP upon request.</li> <li>• LHJs and Counties: Work with Ecology to develop or modify the Program Guidelines.</li> </ul>

<b>Washington Department of Health</b>	<b>Washington Department of Ecology</b>
<p>Duties:</p> <ul style="list-style-type: none"> <li>• Assist with coordination, and technical support, which may include meetings of the oversight structure, consideration of expanded geographic coverage, and future applications for RLP grant and loan funding.</li> </ul>	<p>Duties:</p> <ul style="list-style-type: none"> <li>• Work with the Regional Loan Partners as necessary to develop or modify the Program Guidelines.</li> <li>• Conduct a procurement process for a lender or lenders to provide loans under the RLP consistent with the Program Guidelines.</li> <li>• Maintain communication with the Regional Loan Partners.</li> </ul>

**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.