

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

**Tuesday, January 12, 2016
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 LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

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

REGULAR AGENDA

- A) Consider the appointment of Chair and Vice-Chair for 2016 for the Local Board of Health and Board of County Commissioners

CONSENT AGENDA (Items B-C)

- B) Approve regular meeting minutes of December 8 and 22, 2015
- C) Approve Rainbow Valley Landfill Vouchers:
 - SCS Engineers - \$1,193.62
 - City of Raymond - \$640

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.



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:
 1/12/2016

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 NO ACTION TAKEN/WITHDRAWN 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>Agenda Item #: _____</p> <p>Initial: _____</p>	<p>Date: _____</p>	<p>Review <input type="checkbox"/> Clerk of the Board</p> <p><input type="checkbox"/> Risk Mgmt</p> <p><input type="checkbox"/> Legal Required</p>	
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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/30/2015
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve the appointment of Commissioner _____ as Chair and Commissioner _____ as Vice-Chair for 2016 for the Board of County Commissioners and Local Board of Health</p>	

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PROCEEDINGS

9:00 AM
Tuesday, December 8, 2015

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

ATTENDANCE:

Steve Rogers, Chairman
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

Gary & Paula Mauro
Nancy Lloyd
Gerry Amacher

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

PUBLIC COMMENT - None

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

**Approve regular meeting minutes October 27, 2015, November 10, 2015,
and November 24, 2015**

MEETING CLOSED – 9:01AM

PACIFIC COUNTY
LOCAL BOARD OF HEALTH

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
LOCAL BOARD OF HEALTH
JOURNAL #33

PROCEEDINGS

9:00 AM
Tuesday, December 22, 2015

1216 W. Robert Bush Drive
South Bend, Washington

CALL TO ORDER – 9:00 AM

ATTENDANCE:

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Faith Taylor-Eldred, Community Development Director
Megan McNelly, Community Development Executive Assistant/Office Manager
Mary Goelz, Health & Human Services Department Director
Wayne Leonard, Juvenile Court Administrator
Scott McDougall, Emergency Management Assistant Director

GENERAL PUBLIC IN ATTENDANCE - None

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

PUBLIC COMMENT - None

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

Approve Rainbow Valley Landfill Vouchers:
PUD #2 - \$51.47
Royal Heights Transfer Station, Inc. - \$4,688.46
City of Raymond - \$2,755

MEETING CLOSED – 9:01AM

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)

2016-01

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

SCS Engineers

3900 Kilroy Airport Way, Suite 100

Long Beach, CA 90806-6816

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
0266820	10/31/15	RVL Post-Closure EVAL.	660	000	537	10	41	\$ 877.69
0265003	9/30/15	" " " "						\$ 315.93
								\$ 1193.62

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 Beale
Signature

Pres.
Title

11/23/15
Date

Reviewed by:

Faith Taylor
Faith Taylor, Director
Department of Community Development

1-5-16
Date

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

JAN - 5 2016

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

Invoice

2405 140th 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

September 30, 2015

Project No: 04215010.00

Invoice No: 0265003

Rainbow Valley Landfill Post-Closure Evaluation

- *Provided an email regarding post-closure care*
- *Mileage costs for the August 6 site visit and the August 27 meeting in Olympia*

Professional Services from September 01, 2015 to September 30, 2015

Task 00004 Settlement Stability of Cover System

Professional Personnel

	Hours	Amount	
Project Director	1.00	187.00	
Totals	1.00	187.00	
Total Labor			187.00

Reimbursable Expenses

Auto Mlg/Maint/Rent/Gas		127.06	
Total Reimbursables	1.0 times	127.06	127.06

Additional Fees

Communications Fee		1.87	
Total Additional Fees		1.87	1.87

Total this Invoice \$315.93

Thank you.

Invoice

2405 140th 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

October 31, 2015

Project No: 04215010.00

Invoice No: 0266820

Rainbow Valley Landfill Post-Closure Evaluation

- *Reviewed leachate flows and evaluated flow meter options*
- *Performed an initial review of Third Quarter monitoring results*

Professional Services from October 01, 2015 to October 31, 2015

Task 00006 Leachate Generation

Professional Personnel

	Hours	Amount	
Staff Professional - Office	5.50	495.00	
Totals	5.50	495.00	
Total Labor			495.00

Additional Fees

Communications Fee		4.95	
Total Additional Fees		4.95	4.95

Total this Task \$499.95

Task 00007 Groundwater Monitoring & Reporting

Professional Personnel

	Hours	Amount	
Project Director	2.00	374.00	
Totals	2.00	374.00	
Total Labor			374.00

Additional Fees

Communications Fee		3.74	
Total Additional Fees		3.74	3.74

Total this Task \$377.74

Total this Invoice \$877.69

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 11/2/2015
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL OCTOBER 2015	\$630.00	\$630.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$640.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$640.00

Office Use Only

THANK YOU FOR YOUR BUSINESS!

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

**January 12, 2016
9:00AM or shortly thereafter**

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

AGENDA

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

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

- 10:30 AM Regular Community Development monthly workshop
- 12:00 PM Joint (Elected/Appointed) Management meeting
(Auditor's Elections Room)
- 2:00 PM Regular Prosecutor monthly workshop

Call to Order

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

CONSENT AGENDA (Items 1-8)

Department of Public Works

- 1) Approve Continuation Certificate Bond from Weyerhaeuser pertaining to Road Haul Permit No. 2016-6

Health & Human Services Department

- 2) Approve Amendment #1 to County Program Agreement #1563-42487 with Department of Social & Health Services; authorize Chair to sign

General Business

- 3) Approve December, 2015 payroll: Total # of employees: 173
total payroll \$703,884.90
- 4) Vendor Claims:
Warrants Numbered 130250 thru 130336 - \$334,962.35
Warrants Numbered 130337 thru 130429 - \$140,622.70
- 5) Approve meeting minutes of December 8 and 22, 2015
- 6) Approve appointments to Boards/Commissions/Committees for 2016
- 7) Approve transfer of computer workstations from Juvenile Court Services to Computer Services
- 8) Approve transfer of ergonomic chair from General Administration to Superior Court

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

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

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 9) Consider approval of request to purchase 48 VDC battery set at KO, roof at Naselle, and three radios
- 10) Consider approval of request to purchase support for IP telephone System from Cerium Networks
- 11) Consider approval of the 2016 Bruceport Park Maintenance and Operation Contract with Jim & Janelle Long
- 12) Consider approval of request for department credit card

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 13) Consider approval of request to advertise and hire 2016 Litter Crew Supervisor

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

- 14) Consider approval of request from Shelley Carter, Public Health Nurse for voluntary reduction in FTE
- 15) Consider approval of request to hire Alycia Johnson, Public Health Nurse, 0.8 FTE

ITEMS REGARDING SHERIFF'S OFFICE

- 16) Consider approval of request to add telephone extension

ITEMS REGARDING AUDITOR'S OFFICE

- 17) Consider approval of request to purchase two Dell computer workstations from state bid

ITEMS REGARDING COUNTY FAIR

- 18) Consider approval of 2015-2016 Winter Storage Agreements; authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

- 19) Consider approval of the appointment of Kathy Zeigler to vacant position on the Fair Board
- 20) Consider approval of the appointment of James Clancy to vacant position on the Flood Control Advisory Board

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ITEMS REGARDING GENERAL BUSINESS

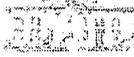
- 21) Consider approval of Contract for Services with the Joint Pacific County Housing Authority for low incoming housing services for 2016
- 22) Consider approval of submitting a request to WSAC for amicus briefing
- 23) Consider adoption of Resolution 2016-001 re-establishing a vendor list procedures
- 24) Consider adoption of Resolution 2016-002 amending the County Wide Procurement Policy
- 25) Consider adoption of Resolution 2016-003 authorizing fy2015 budget category transfers
- 26) Consider approval of Contract for Technical Services with Pacific County Economic Development Council

EXECUTIVE SESSION

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

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REQUESTED MEETING DATE:

12/22/15

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:	DATE:
NARRATIVE OF REQUEST Weyerhaeuser has submitted Road Haul Permit No. 2016-6 and Continuation Certificate Bond No. 69S001011 in the amount of \$50,000 for the 2016 haul season. Please accept this Bond that will be filed with DPW.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Accept Continuation Certificate Bond from Weyerhaeuser pertaining to Road Haul Permit No. 2016-6	



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:

1/12/2016

AGENDA REQUEST FORM

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

2

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____

Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

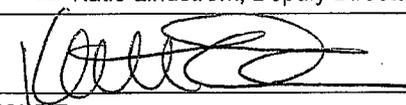
OTHER: _____

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: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE: 	DATE: 1/5/2016
NARRATIVE OF REQUEST Requesting approval and signature of amendment #1 to agreement number 1563-42487 with DSHS Division of Behavioral Health & Recovery for substance use treatment services. This amendment increases the contract amount by \$46,768 and updated some definitions and data security requirements within the contract. Please contact me at extension 2648 with any questions.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve Amendment #1 to County Program Agreement #1563-42487 with Department of Social & Health Services and authorize Chair to sign	

Name of Contractor: DSHS DBHR

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
1563-42487 amendment #1

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):

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: _____



COUNTY PROGRAM AGREEMENT AMENDMENT Prevention Services

DSHS Agreement Number
1563-42487

Amendment No.
01

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION
Behavioral Health and Service Integration

DSHS DIVISION
Division of Behavioral Health and Recovery

DSHS INDEX NUMBER
1231

CCS CONTRACT CODE
1231

DSHS CONTACT NAME AND TITLE
Ray Horodowicz

DSHS CONTACT ADDRESS
PO Box 45330
Olympia, WA 985045330

DSHS CONTACT TELEPHONE
(360)725-1528

DSHS CONTACT FAX
(360)725-2280

DSHS CONTACT E-MAIL
horodr@dshs.wa.gov

COUNTY NAME
Pacific County

COUNTY ADDRESS
1216 West Robert Bush Drive
Post Office Box 26
South Bend, WA 98586

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME
Katie Oien-Lindstrom

COUNTY CONTACT TELEPHONE
(360) 875-9343

COUNTY CONTACT FAX
(360) 875-9323

COUNTY CONTACT E-MAIL
koien@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?
No

CFDA NUMBERS

AMENDMENT START DATE
10/15/2015

PROGRAM AGREEMENT END DATE
06/30/2017

PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT
\$132,516.00

AMOUNT OF INCREASE OR DECREASE
\$46,768.00

TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT
\$179,284.00

REASON FOR AMENDMENT;
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

Exhibits (specify):

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

BHSIA Contracts

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. Amend the maximum contract consideration to add \$46,768, therefore increasing the maximum consideration from \$132,516 to \$179,284. The Awards and Revenues (A&R) is attached as Exhibit B.
2. Section 1. Definitions is deleted and replaced in its entirety with the following:
 - a. "Awards and Revenues" or "A&R" details the Contractor's Awards and Revenues attached as Exhibit B.
 - b. "Awards" means the total funding of all individual awards DSHS allocates to the County, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.
 - c. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.
 - d. "BHSIA" means Behavioral Health and Service Integration Administration.
 - e. "Boilerplate Language" means the standard Contract language, including General and Special terms, which will be common to all subcontracts issued by the County for provision of the services required by this Contract.
 - f. "Calibration Scoring" means scoring between Observer 3, Observer 2, and Observer 1 to prevent scorer drift from the standards and methods established in the Washington Codebook. Calibration Scoring happens on a frequency of approximately ten percent (10%) of entries in the CCB or semiannually to ensure reliability.
 - g. "CCB" means the Community Check Box, an on-line documentation support system.
 - h. "Certified Prevention Professional" or "CPP" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.
 - i. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by County and approved by DSHS.
 - j. "Contract Coordinator" means the person designated to carry out administrative and oversight responsibilities of the prevention programs.
 - k. "Contract Manager" means the DSHS contact identified on page 1 of this Contract.
 - l. "Data" means information that is disclosed or exchanged as described by this Contract.
 - m. "DEA" means United States Drug Enforcement Agency.
 - n. "Dedicated Marijuana Account" or "DMA" means revenue generated by the taxation of retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized by the Washington State Legislature in 2E2SHB 2136.
 - o. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
 - p. "DSHS Contact" means the DSHS Contact staff identified on page 1 of this Contract.
 - q. "DUNS" or "Data Universal Numbering System" means a unique identifier for businesses. DUNS

numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.

- r. "Ensure" as to this Contract means to make sure that something will happen or will be available within the resources identified in the Consideration.
- s. "EPA" means Environmental Protection Agency.
- t. "Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DSHS, located at:
<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>
- u. "Media materials and publications" means:
 - (1) News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
 - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).
 - (3) Earned Media: Published news stories (print, broadcast or online) resulting from the County's contacts with reporters.
 - (4) Donated Media, including public service announcements: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors.
 - (5) Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.
- v. "Monitoring and Participatory Evaluation" or "M&E" means data collection and evaluation process for coalitions to measure community impact of coalition activity.
- w. "Observer 1" means the Primary Scorer(s), the Coalition Coordinator(s) and Coalition Member(s).
- x. "Observer 2" means the Reliability scorer at DSHS.
- y. "Observer 3" means the Calibration scorer at Work Group for Community Health and Development at the University of Kansas (KU Work Group).
- z. "Partnerships for Success" also known as Partnerships for Success 2013 or PFS means the Federal grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.243.
- aa. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- bb. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.
- cc. "Prevention System Manager" (PSM) means the designee assigned to manage day to day responsibilities associated with this Contract.

- dd. "Reliability Scoring" means scoring between Observer 2 and Observer 1 to ensure the standardizing of methods, times, and other aspects of the observation to be accurate and consistent, and therefore more useful to an overall evaluation. Reliability scoring happens on a monthly frequency with DSHS to ensure reliability and consistency of entries with the Washington Codebook.
- ee. "Substance Abuse Block Grant" or "SABG" means Federal Substance Abuse Block Grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959.

3. Section 4. Performance Work Statement a.(1) is deleted and replaced in its entirety with the following:

- (1) Provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website (http://www.theathenaforum.org/cpwi_community_coalition_guide_updated_august_2015) which outlines the minimal standards to participate in the CPWI. County shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing with the Dedicated Marijuana Account.

4. Amend Section 4. Performance Work Statement a. to add the following:

- (9) Dedicated Marijuana Account (DMA) shall be used for program and strategy training and implementation.
 - (a) All programs planned and implemented with DMA shall be programs selected from the DBHR provided youth marijuana use prevention and reduction program list.
 - i. No less than eighty-five percent (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
 - ii. Up to fifteen percent (15%) of DMA funds may be expended on Promising programs on the identified program list.
- (10) County shall submit a DMA Program Enhancement Packet to the Contract Manager within thirty (30) days of this executed contract amendment.

Required DMA Packet information includes updated Action Plan, Logic Model and Budget Template that denotes additional program(s) planned or plans for additional program(s) services of the programs on the list provided.
- (11) County is encouraged to collaborate and partner with community-based organizations (CBOs) that operate within or serves the CPWI community.
- (12) Meals may be provided for participants using DMA funds only if:
 - (a) The training is four (4) hours or more in duration; or
 - (b) The program is recurring, direct service family domain program, and must be approved in strategic plan.

5. Section 7. Consideration a.(2) is deleted and replaced in its entirety with the following:

- (2) Funding for earned incentives will be provided by DSHS every six (6) months through a contract amendment.

6. Section 7. Consideration a.(4) is deleted and replaced in its entirety with the following:

(4) The County shall use no more than eight percent (8%) of the PFS funds for administrative costs.

(a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

(b) Administrative costs are defined in the Fiscal/Program Requirements.
<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.

(c) No SABG funds allocated in this contract shall be used for administrative costs.

7. Amend Section 7. Consideration a. to add the following:

(5) County shall use no more than eight percent (8%) of the Dedicated Marijuana Account allocation for administrative costs.

(a) Administrative costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.

(b) Administrative costs are defined in the Fiscal/Program Requirements.
<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.

8. Section 7. Consideration e. is deleted and replaced in its entirety with the following:

e. The source of funds in this contract is the Substance Abuse Block Grant (SABG) CFDA 93.959, the Washington State Dedicated Marijuana Account (DMA), and the Partnerships for Success (PFS) Grant CFDA 93.243 (Year 2 is September 30, 2014 to September 29, 2015, Year 3 is September 30, 2015 to September 29, 2016, Year 4 is September 30, 2016 to September 29, 2017). PFS and DMA funds are not carried forward from year to year.

9. Amend Section 9. Miscellaneous Items a. is deleted and replaced in its entirety with the following:

a. Complete the Contractor Self-Assessment Monitoring Tool and submit to Contract Manager or designee.

10. Amend the Contract by adding Section 19. Applicable Exhibits.

19. Applicable Exhibits.

The following table lists the included exhibits in the Contract and the Counties or Contractors to which they apply.

Exhibit	Title of Exhibit	Applicable to the Following Counties/Contractors
Exhibit A	Data Security Requirements	All Counties/Contractors
Exhibit B	Awards and Revenue (A&R)	All Counties/Contractors
Exhibit C	PFS Community Monitoring and Participatory Evaluation Pilot Project	Asotin County, Cowlitz County, San Juan County, Okanogan County Community Coalition, Skamania County Sheriff's Office, and Monroe School District
Exhibit D	PFS Community Monitoring and Participatory Evaluation Pilot Project; Secure Medicine Take-back	King County and Tekoa School District

Exhibit E	PFS Secure Medicine Take-back	County of Yakima Sunnyside School District
Exhibit F	PFS Community Monitoring and Participatory Evaluation Pilot Project; Sector Sharing Project	Rural Resources

11. Amend the Contract by adding the following Exhibits as they apply to each County:

Exhibit C – PFS Community Monitoring and Participatory Evaluation Pilot Project

Exhibit D – PFS Community Monitoring and Participatory Evaluation Pilot Project; Secure Medicine Take-back

Exhibit E – PFS Secure Medicine Take-back

Exhibit F – PFS Community Monitoring and Participatory Evaluation Pilot Project; Sector Sharing Project

All other terms and conditions of this Program Agreement remain in full force and effect.

**AWARD AND REVENUES
2015-2017 Biennium**

CONTRACTOR NAME Pacific County

CONTRACT NUMBER 1563-42487

COUNTY Pacific

The above named Contractor is hereby awarded the following amounts for the purposes listed.

<u>REVENUE SOURCE CODE:</u>	<u>TYPE OF SERVICE</u>	<u>AWARD AMOUNTS</u>			
		<u>SFY 16</u>	<u>SFY 17</u>	<u>Biennial Funds</u>	<u>Total 15-17 Biennium</u>
333.99.59	SABG Prevention	\$29,742	\$29,742		\$59,484
334.04.6X	GF-State- Admin (for SABG Prevention)	\$2,586	\$2,586		\$5,172
334.04.6X	Dedicated Marijuana Account-Fund 315-State	\$23,384	\$23,384		\$46,768
333.92.43	PFS-Total	\$54,288	\$13,572	\$0	\$67,860
	Year 2 FFY14 (7.1.15-9.29.15)	\$13,572			\$13,572
	Year 3 FFY15 (9.30.15-9.29.16)	\$40,716	\$13,572		\$54,288
	Year 4 FFY16 (9.30.16-6.30.17)				
Total Federal Funds		\$84,030	\$43,314	\$0	\$127,344
Total State Funds		\$25,970	\$25,970	\$0	\$51,940
TOTAL ALL AWARDS		\$110,000	\$69,284	\$0	\$179,284

Federal CFDA:

SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

PFS-Partnership for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)

3

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: December, YEAR OF 2015

TOTAL EMPLOYEES: 173

TOTAL PAYROLL: \$703,884.90

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 12th day of January 2016

Chairperson

Commissioner

Commissioner

Attest: _____
Clerk of the Board

RECEIVED
PACIFIC COUNTY

DEC 29 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

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

As of this date, January 12, 2016, 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

130250 thru 130336 \$ 334,962.35

Warrants Dated: December 23, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:
Rachel Strick
Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner

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

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

As of this date, January 12, 2016, 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

130337 thru 130429 \$ 140,622.70

Warrants Dated: December 31, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:



Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

5

PROCEEDINGS

9:00 AM
Tuesday, December 8, 2015

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE:

Steve Rogers, Chairman
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

Gary & Paula Mauro
Nancy Lloyd
Gerry Amacher

PUBLIC COMMENT

Nancy Lloyd ask questions regarding Mauch's Sundowner RV Park. Chairman Rogers requested Ms. Lloyd put her questions in writing and also suggested that she schedule a workshop with the Board and was provided the contact information to do so.

Gary Mauro spoke regarding Mauch's Sundowner RV Park, specifically of a letter dated November 23, 2015 from Community Development and of a complaint from 2010.

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

Department of Public Works

Approve Supplement #1 to Local Agency Agreement #LA-8632 pertaining to the Signing Upgrades and #LA-8633 pertaining to the Sandridge Road #91090 Crash Cushions; authorize Chair to sign

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Boards and Commissions

Approve the reappointment of Jeff Nesbitt as County Representative on the Marine Resource Committee and the WRIA #24 Lead Entity

General Business

Approve Amendment #2 to the Contract for Services with Peninsula Poverty Response Team

**Approve Vendor Claims:
Warrants Numbered 129857 thru 129935 - \$330,753.76**

Approve November payroll: total employees – 171; total payroll – \$687,527.06

Approve regular meeting minutes October 27, 2015, November 10, 2015, November 24, 2015 and continued meeting minutes of November 2, 2015

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve purchase of a 2016 John Deere backhoe in the amount of \$109,750 and a 2016 Ford F550 4WD (dump truck) in the amount of \$80,211.31 from state bid, subject to adequate budget appropriations

Approve return of Payment and Performance Bond for Naselle Rock & Asphalt Co., Inc., pertaining to the Sandridge Road Improvement Project, to be held until completion of the warranty period

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Approve Grant #16-46108-22 with WA State Department of Commerce Community Services and Housing Division for the Consolidated Homeless Grant and authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Acknowledge resignation of board member Marshall Tate from the Flood Control Zone District Advisory Board and the Board of Adjustment

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Adopt Resolution 2015-056 establishing a Law Library Board of Trustees and appointment of trustees; Chairman Rogers, Superior Court Judge Mike Sullivan, WA State Board members Harold Karlsvik, Elizabeth Penoyar and Nancy McAllister

ITEMS REGARDING GENERAL BUSINESS

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

Accept Official Bond for Prosecutor Mark McClain, effective January 1, 2016 through January 1, 2017

Adopt Resolution 2015-057 authorizing fy2015 budget appropriation Transfers

Approve hire of James Worlton, Public Records Coordinator, Management Grade 10, Step 3, 0.8 FTE, effective January 1, 2016, subject to adequate budget appropriations

Rescind motion of July 14, 2015 and consider approve Contract for Services with the Port of Chinook for the Boat Hoist Dock Construction project with a completion date of December 31, 2016

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Approve qualified FMLA, effective January 21, 2016, or as soon as medically necessary and authorize Leave Credit Transfers and assign expiration date of June 30, 2016

ITEMS REGARDING GENERAL BUSINESS

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

Approve Master Equity Lease Agreement and attached amendment with Enterprise FM Trust, and Maintenance Agreement and attached amendment with Enterprise Fleet Management, Inc., and authorize Chair to sign

Adopt Proclamation pertaining to “Stepping Up to Reduce the Number of People with Mental Illnesses in Jails”

ITEMS REGARDING AUDITOR’S OFFICE

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

Approve qualified FMLA and authorize Leave Credit Transfers and assign expiration date of March 31, 2016

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

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

Accept recommendations for 2016-2017 funding from the 0.1% Sales Tax Committee and authorize contract negotiations with Willapa Behavioral Health

EXECUTIVE SESSION – None

MEETING CLOSED – 9:29AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

OTHER BUSINESS FOR FILING

Letter dated 11/25/2015 from Alde Fielding regarding improvements to Park Avenue.

Proceedings of the County Canvassing Board, Oath of County Auditor and Certification of the Canvassing Board.

Letter dated November 25, 2015 from Gary and Paula Mauro regarding Mauch's Sundowner RV Park.

Letter dated November 24, 2015 from Nancy Lloyd regarding Mauch's Sundowner RV Park.

Notice of Marijuana License Application for Aunt Donna's from WA State Liquor and Cannabis Board.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

PROCEEDINGS

9:00 AM
Tuesday, December 22, 2015

1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE:

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

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Mike Collins, Public Works Director/County Engineer
Faith Taylor-Eldred, Community Development Director
Megan McNelly, Community Development Executive Assistant/Office Manager
Mary Goelz, Health & Human Services Department Director
Wayne Leonard, Juvenile Court Administrator
Scott McDougall, Emergency Management Assistant Director

GENERAL PUBLIC IN ATTENDANCE - None

YEARS OF SERVICE AWARDS:

10 Years: Tim Martindale (PACCOM)
Cindy Vaughn (DPW)
20 Years: Mary Lou Rogers (Auditor)

CONSENT ITEMS (Items 1-11)

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

Department of Public Works

**Approve continuation of Port Blakely Tree Farms bond pertaining to Road
Haul Permit 2016-5**

**Approve continuation of North Fork Timber bond pertaining to Road haul
Permit 2016-3**

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Department of Community Development

Notice of Eric Weiberg's probation completion, effective December 22, 2015

Approve Amendment #1 to the Agreement for Professional Services with the Watershed Company pertaining to the Critical Areas Ordinance amendments

Sheriff's Office

Approve disposal of radio antenna in accordance with Personal Property Inventory Procedure

Notice of hire of Samantha Anderson, Telecommunicator, effective January 3, 2015

Approve Amendment A to WA State Military Department Grant #E15-065 and authorize Chair to sign

Superior Court

Approve amendment of Contract for Interpreter Services with Pete Hinton

General Business

Approve Change in Status for Brooke Andrews-1.0 FTE; Amanda Bennett-Grade 10 Step 4, 1.0 FTE; Ed Darcher-Grade 11 Step 8, 0.8 FTE; Elaine Fosse-Grade 10 Step 10, 0.70 FTE; Kim Hamilton-Grade 11 Step 10, 1.0 FTE; Nancy Jones-Grade 9 Step 7, 0.9 FTE; Dawn Lorton-Grade 13 Step 6, 1.0 FTE; Jeff Nesbitt-Grade 14 Step 4, 1.0 FTE; Becky Nissell-Grade 13 Step 4, 1.0 FTE, Josh Sedy-Grade 10 Step 4, 1.0 FTE; Scott Turnbull-Grade 13 Step 1, 1.0 FTE; Janice Wilson-Grade 11 Step 10, 1.0 FTE; and Randy Wilson-Grade 10 Step 10, 1.0 FTE; all effective January 1, 2016 and subject to adequate budget appropriations

Approve Amendment #1 to Contract for Services with the Port of Ilwaco for the Halton Property Development Project to be paid from Fund 126

Approve Vendor Claims:

Warrants Numbered 130040 thru 130157 - \$635,662.94

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

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

Accept resignation of Charles (Ray) Lucas, Road Maintenance Technician II, effective December 31, 2015, and authorize advertising and filling of vacant position, subject to adequate budget appropriations

Approve purchase two Sheriff's Office vehicles from state bid in the amount of \$126,144.36 including taxes and estimated upfitting for both vehicles; any capital contribution greater than \$50,000 will be paid from the Sheriff's Office fiscal year 2016 operating budget and will not be supplemented; all subject to adequate budget appropriations

Approve return of Payment and Performance Bond to Public Works until completion of warranty period regarding the U Street Resurfacing Project by Naselle Rock & Asphalt Co.

Accept resignation of Fair Maintenance Manager, Steve Stigar, effective December 31, 2015, and authorize advertising and filling of vacant position

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Approve Contract No. 1613 with the WA State Conservation Commission for the Voluntary Stewardship Program Workplan Development, authorize Chair to sign; and acknowledge members of the technical review committee: Warren Cowell, Key McMurry, Kelly Rupp, Heather Gibbs, Brian Sheldon, Jim Rose, Stan Smith, Jim Sayce, Bob Burkle, Victor Niemczek, and Terry Smaczarz

Approve issuance of Request for Proposal and interview consultants for the administration of the Voluntary Stewardship Program

Adopt Resolution 2015-058 amending the fee for services schedule

Approve Interagency Agreement 15-04999 with the WA Department of Fish and Wildlife and authorize Chair to sign and approve Interagency Agreement with the Pacific Conservation District for administering and operating the Marine Resource Committee

Approve Funding Board Project Agreement #15-1385P with the WA State Recreation and Conservation Office and authorize Chair to sign and approve Interagency Agreement with Pacific Conservation District for coordinating salmon recovery by project sponsors

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

ITEMS REGARDING HEALTH & HUMAN SERVICES

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

Approve Contract #2016-17 CCAP Housing with Coastal Community Action Program to employ two housing advocates and provide very low income and homeless housing and authorize Chair to sign

ITEMS REGARDING JUVENILE COURT ADMINISTRATION

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

Approve Professional Services Agreement with Dispute Resolution Center of Grays Harbor and Pacific Counties for “We’re in This Together” programs

Approve increase to 0.90 FTE for Senior Legal Assistant, Shannon Pettit, effective January 1, 2016, 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 promotion of Cindy Howard to Senior Appraiser, Grade 12 Step 7, effective January 1, 2016, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

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

Confirm Sheriff’s signature on the Statement of Terms, Conditions, and Warranties of Sale, approve purchase of mounting assembly for the Automated License Plate Reader from 3M Company in an amount not to exceed \$1,456.65, subject to adequate budget appropriations, and adopt Resolution 2015-059 recognizing and authorizing purchase from a single source of supply/provider

Approve Professional Services Agreement with Patty Marsden as Spillman Systems Administrator, subject to successful negotiation of insurance language and adequate budget appropriations

Approve issuance of Request for Proposal (RFP) for PCEMA Continuity of Operations/Continuity of Government Planning

Approve purchase of two (2) Liberty Fatboy Jr. gun safes from Northwest Safe Company in an amount not to exceed \$3,760.23, including delivery/installation and tax, subject to adequate budget appropriations

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Approve purchase of radar speed trailer from Kustom Signals off of state bid in an amount not to exceed \$6,372.57, including sales tax, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

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

Approve the appointment of Bill Grennan (alternate) to fill an unexpired regular member term on the Board of Adjustment, effective immediately

ITEMS REGARDING GENERAL BUSINESS

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

Adopt Resolution 2015-060 modifying the Personnel Policy and amending the Chief Deputy, Senior Appraiser, District Court Clerk/Administrator, Legal Assistant, Facilities Maintenance Supervisor and the Facilities Maintenance Assistant job descriptions

Confirm Chair's signature on letter of support to DSHS Division of Behavioral Health & Recovery for marijuana tax funds to provide substance abuse prevention services

Adopt Resolution 2015-061 creating Fund 161 PACCOM Special Account

Adopt Resolution 2015-062 pertaining to Governmental Accounting Standards Board Statement No. 54 (GASB 54) and repealing Resolution 2014-056

Approve Memorandum of Understanding with Local 367 amending Section 30.3 in the Collective Bargaining Agreement to reflect an increase in the annual clothing allowance from \$275 to \$350 and authorize Chair to sign

Approve Memorandum of Understanding with PACCOM Member Agencies pertaining to the receipt and expenditure of funds from the 1/10th of 1% sales tax increase, which was approved by voters in the November, 2015 election

Approve Interlocal Agreement pertaining to the Pacific Mountain Workforce Region Workforce Investment Act Implementation with Grays Harbor, Lewis, Mason, and Thurston Counties

Adopt Resolution 2015-063 pertaining to fy2015 budget category transfers

Approve Interlocal Agreement with City of Ilwaco for repayment for Purchase of Dispatch Radio Equipment per County Resolution 2014-065; repayment to be deposited into Fund 197

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

Approve Indigent Defense Contracts (per month) for North District Court with Scott Harmer-\$2,575 and Nancy McAllister not to exceed \$600 (conflicts); for At Risk Youth/CHINS/Truancy with Mike Turner-\$754, Adult Felony with David Hatch and Harold Karlsvik-\$4,480 and Nancy McAllister and David Arcuri-\$2,241; South District Court for Civil Contempt (Conflicts) and Juvenile Offender with Edward Penoyar-\$1,295, subject to successful negotiation of contract language and adequate budget appropriations

Confirm Chairman Rogers' signature on WA State Office of Public Defense Agreement No. ICA16270

Approve two (2) Memorandum of Understandings with Local 367C pertaining to regrading of four (4) positions

Approve transferring local agency responsibility of the WA State Historical Society Heritage Capital projects Grant No. HCP 17-24 from Port of Chinook to Pacific County

Approve Amendment #1 to the Contract for Services with the Pacific County Economic Development Council

ITEMS REGARDING HEALTH & HUMAN SERVICES

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

Approve purchase of two Dell Latitude laptop computer, not to exceed \$3,256.09, 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

Approve Vendor Claims, Warrants Numbered 130158 through 130249 in the amount of \$166,398.42, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF'S OFFICE

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

Approve designation of Sheriff Scott Johnson as signatory on behalf of Pacific County for business related to JMHCP Grant Award #2015-MO-BX0018

RECESS 9:32AM

EXECUTIVE SESSION

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

9:40AM for 15 minutes

RCW 42.30.110 (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...

PUBLIC HEARING – 10:01AM

ATTEND: Chairman Rogers, Commissioner Wolfe, Commissioner Ayers, Paul Plakinger-Management & Fiscal Analyst

Chairman Rogers opened the public hearing to consider supplemental budget appropriations. Paul Plakinger was sworn in by the Chairman.

Paul Plakinger provided a review of the supplemental budget appropriation requests submitted by departments and offices.

Chairman Rogers closed the hearing.

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

Adopt Resolution 2015-064 in the matter of supplemental budget(s) for the allowance of certain expenditures for fiscal year 2015

ITEMS REGARDING GENERAL BUSINESS

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

Rescind earlier motion regarding Memorandum of Understandings with Local 367C; and approve two (2) Memorandum of Understanding with Local 367 pertaining to regrading of four (4) positions and amending the Senior Appraiser job description and authorize Chair to sign

MEETING CLOSED – 10:06AM

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

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

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

OTHER BUSINESS FOR FILING

Email dated 12/21/2015 providing notification of Sue Carbugh's probation completion.

Email dated 12/16/2015 from Kathy Freitas, President of Friends of Willapa National Wildlife Refuge thanking the Board for meeting with them regarding the South Willapa Bay Access Grant.

Courthouse Facility Use Application filed by Pam Nogueira for wedding on 12/26/2015.

MEMO from Amanda Bennett regarding Veterans Advisory Board member Ron Willis Absence.

Email dated 12/8/2015 from Shari Hildreth, District Director for Jaime Herrera Beutler response to Commissioner Rogers thanks for their support of our ports.

Notices received from the WA State Liquor and Cannabis Board regarding license expirations for Galey's Grocery, Georgetown Station, Sand Verbena Seafood & Grill, Moby Dick Hotel, and Shelburne Restaurant & Pub; special occasion licenses for Lewis-Pacific Swiss Society, Water Music Festival Society, and Friends of Chinook School; and notice of liquor license application for Columbia River Roadhouse.

PACIFIC COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
JOURNAL #51

WORKSHOPS/MEETINGS HELD – No action taken

December 1, 2015

Workshop re: supplemental requests
Veterans Advisory Board
Workshop w/ State Parks

December 7, 2015

Meeting Agenda Review
Departmental Briefings
Workshop w/ K. Lindstrom re: 0.01 recommendations

December 8, 2015

Board of Health/Board of Commissioners' meetings
Elected Officials Meeting
Regular Prosecutor monthly workshop

December 14, 2015

On-site meeting re: South Willapa Bay Access Grant

December 21, 2015

Board of Equalization-Orders
Meeting Agenda Review
Departmental Briefings

December 22, 2015

Board of Health/Board of Commissioners' meetings
Public Hearing-budget supplemental requests
Workshop re: Recreation & Conservation Office Grant
Workshop re: draft Ordinance No. 177



REQUESTED MEETING DATE:

1/12/2016

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"/> 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: Commissioners Office

DIVISION (if applicable):

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

PHONE / EXT:

SIGNATURE: *mgj*

DATE: 12/30/2015

NARRATIVE OF REQUEST

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

Approve Commissioners' appointments to Boards/Commissions/Committees for 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

5

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

REQUESTED MEETING DATE:

1/12/16

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 for Juvenile Court Services DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant PHONE / EXT:

SIGNATURE: *Kelli D. Buchanan* DATE: 1/5/16

NARRATIVE OF REQUEST
 Confirm attached inventory transfers for fixed assets #3096 & #3263. These computers will be transferred from Juvenile Court Services to DPW Computer Services, and will be reflected on 2015 inventory.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
 Approve transfer of computer workstations from Juvenile Court Services to Computer Services in accordance with Personal Property Inventory Procedures

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: <u>3096</u>	DEPT/OFFICE: <u>Juvenile Court Services</u>
EQUIPMENT DESCRIPTION: <u>Computer Laptop-Dell Latitude</u>	LOCATION: <u>South Bend Office</u>
MODEL NUMBER: <u>E6410</u>	SERIAL NUMBER: _____

IS THIS EQUIPMENT STILL FUNCTIONING? YES NO

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

transfer
DISPOSAL

DISPOSAL DATE: <u>01/08/2016</u>	HOW DISPOSED: <u>Transferred to computer services</u>
REASON FOR DISPOSAL: <u>Slow, not updated and no longer using</u>	
IF SOLD, AMOUNT RECEIVED: _____	NAME OF PURCHASER: _____

TRANSFER

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

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

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

Your request to <input type="checkbox"/> dispose <input type="checkbox"/> transfer the above referenced inventory item was <input type="checkbox"/> approved <input type="checkbox"/> denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.	
<i>* 2015 Inventory</i>	_____ Clerk of the Board

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

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 3263 DEPT/OFFICE: Juvenile Court Services
EQUIPMENT DESCRIPTION: Dell Optiplex LOCATION: South Bend Office
MODEL NUMBER: 755 SERIAL NUMBER:

IS THIS EQUIPMENT STILL FUNCTIONING? [X] YES [] NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? [] YES [X] NO

Transfer DISPOSAL

DISPOSAL DATE: 01/08/2016 HOW DISPOSED: Transferred to computer services
REASON FOR DISPOSAL: Slow, not updated and no longer using
IF SOLD, AMOUNT RECEIVED: NAME OF PURCHASER:

TRANSFER

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

- To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker.
Equipment: Describe the equipment as it is listed on your current inventory.
Department: Name of your office/department.
Location: List the building, office, etc, where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?
Date Disposed: The date the BOCC approved disposal of this equipment
How Disposed: Surplused, discarded, traded-in, transferred to another department, etc
Amount Rec'd: Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to [] dispose [] transfer the above referenced inventory item was [] approved [] denied by the Board of Pacific County Commissioners at its meeting held on _____, 20____ in accordance with Pacific County Personal Property Inventory Procedures.
* 2015 Inventory Clerk of the Board

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



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.

(5)

REQUESTED MEETING DATE:

1/12/16

AGENDA REQUEST FORM

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

Agenda Item#: 8

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: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT:
SIGNATURE:	DATE: 1/5/16
NARRATIVE OF REQUEST Confirm transfer of fixed asset #2417 - ergonomic chair. This chair was transferred from General Administration to Superior Court, and will be reflected on 2015 inventory.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve transfer of ergonomic chair from General Administration to Superior Court in accordance with Personal Property Inventory Procedures	

PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

FIXED ASSET ID NUMBER: 2417	DEPT/OFFICE: General Administration - Amanda
EQUIPMENT DESCRIPTION: Chair, Ergonomic w/Pivoting Arms	LOCATION: Courthouse Annex
MODEL NUMBER: Internet Task Series, Precision Grey	SERIAL NUMBER:

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

DISPOSAL

DISPOSAL DATE:	HOW DISPOSED:
REASON FOR DISPOSAL:	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

TRANSFER

TRANSFER DATE: September 2015	
TRANSFERRED FROM (DEPT/OFFICE): General Administration	TO (DEPT/OFFICE): Superior Court - Stephanie

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

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

Your request to dispose transfer the above referenced inventory item was approved denied by the Board of Pacific County Commissioners at its meeting held on January 12, 2016 in accordance with Pacific County Personal Property Inventory Procedures.

* 2015 Inventory

Clerk of the Board

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



Board of Pacific County Commissioners
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 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:
 Jan 12, 2016

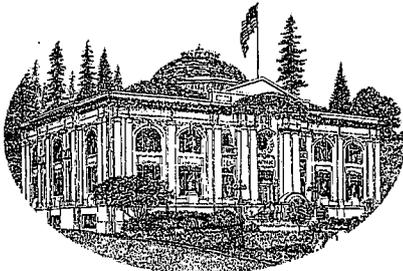
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>9</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: _____			
DISTRIBUTION LIST:			
<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: Department of Public Works	DIVISION (if applicable): Telecommunications		
OFFICIAL NAME & TITLE: Joe Camenzind, Telecom. Engineer	PHONE / EXT: 3443		
SIGNATURE: <i>Joseph R. Camenzind</i>	DATE: 1/1/2016		
NARRATIVE OF REQUEST I am requesting authorization to purchase the following Capital Expenditure Items for the E.R.&R Fund, Communications Division as approved in the 2016 FY Final Budget, either from State or other Local Government Bid or in accordance with the DPW Small Works vendor list. Items that exceed \$5,000 shall be purchased in accordance with RCW 36.32.245, which specifies requirements related to advertising and obtaining competitive bids. The budgeted items below amount to \$66,000.			
DIVISION	OBJECT	ITEM	BUDGET
Comm.	Capital Exp.	Replace 48 VDC battery set at KO	\$15,000
Comm.	Capital Exp.	Replace roof at Naselle	\$15,000
Comm.	Capital Exp.	Replace DPW radio at Naselle	\$12,000
Comm.	Capital Exp.	Replace DPW radio at KO	\$12,000
Comm.	Capital Exp.	Replace DPW radio at North Cove	\$12,000
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of 48 VDC battery set at KO, replacement of roof at Naselle site, and radios at the Naselle, KO, and North Cove sites, in an amount not to exceed \$66,000, subject to adequate budget appropriations and in accordance with RCW 36.32.245			



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

COUNTY OF PACIFIC

Department of Public Works

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

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

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

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

Naselle
(360) 484-7368

North Cove/Tokeland
(360) 267-8368

DATE: January 12, 2016
TO: Board of County Commissioners
FROM: Joe Camenzind, Telecom Engineer
RE: Authorization to Purchase Attractive Items and Capital Equipment
for the E.R.&R. Communications Division

MEMORANDUM

I am requesting authorization to purchase the following Capital Expenditure Items for the E.R.&R. Fund, Communications Division as approved in the 2016 FY Final Budget, either from State or other Local Government Bid or in accordance with the DPW Small Vendor List. Items that exceed \$5,000 shall be purchased in accordance with RCW 36.32.245, which specifies requirements related to advertising and obtaining competitive bids.

DIVISION	OBJ	ITEM	Budget
Comm.	Capital Exp.	Replace 48 VDC battery set at KO	\$15,000
Comm.	Capital Exp.	Replace roof at Naselle Ridge	\$15,000
Comm.	Capital Exp.	Replace DPW radio at Naselle	\$12,000
Comm.	Capital Exp.	Replace DPW radio at KO	\$12,000
Comm.	Capital Exp.	Replace DPW radio at North Cove	\$12,000

There is \$66,000 budgeted for Capital Expenditures in the E.R.&R. Fund 502 – Communications for the year 2016.

C: Board of Pacific County Commissioners
Mike Collins, Director of Public Works
Andree Harland, DPW Accountant
2016 Telecom File



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

REQUESTED MEETING DATE:
 1-12-2016

AGENDA REQUEST FORM

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

BOCC ACTION: APPROVED DENIED

Agenda Item #: 10

Initials: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review: Clerk of the Board
 Risk Management
 Legal

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Telecommunications
OFFICIAL NAME & TITLE: Nick Milton Assistant Telecommunications Engineer	PHONE / EXT: 3444
SIGNATURE: <i>Nick Milton</i>	DATE: 1-12-2016
NARRATIVE OF REQUEST	
<p>For the Board's consideration is attached recommendation to purchase support for Pacific County's IP telephone system. Telecommunication recommends the support plan offered by Cerium which is circled in red in Exhibit A. Cerium's support package includes the following:</p> <p>24x7 Remote Technical Support Next Business Day Parts Replacement (Hardware) Software Upgrades</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve purchase of support plan for IP telephone System from Cerium Networks in the amount of \$15,108.60, subject to adequate budget appropriations</p>	

Name of Contractor: Cerium Networks

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):
Support Contract from Cerium Networks Contract # CERQ65055

Contract/Agreement/Grant/Amendment #:

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

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

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

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

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

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

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

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

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

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

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

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

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



24x7 Remote Technical Support	✓	✓	✓
Next Business Day Parts Replacement	✓	✓	✓
Software Upgrades (Managed by County)	✓	✓	✓
Year 1 Cost	\$5,748.12	\$6,393.70	\$4,752.66
Year 2 Cost	\$4,624.32	\$5,288.00	\$4,752.66

24x7 Remote Technical Support	✓	✓	✓
Next Business Day Parts Replacement	✓	✓	✓
Software Upgrades (Managed by Partner)	✓	✓	✓
Year 1 Cost	\$8,116.20	\$10,069.78	\$10,922.66
Year 2 Cost	\$6,992.40	\$8,414.70	\$10,922.66

\$8,116.20
\$6,992.40

Recommended Plan

EXHIBIT A



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

3

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

REQUESTED MEETING DATE:
JANUARY 12, 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: _____

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 |

RECEIVED
 PACIFIC COUNTY

AGENDA ITEM REQUEST

DEC 31 2015

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

DEPARTMENT/OFFICE: PUBLIC WORKS	DIVISION (if applicable): PARKS AND RECREATION
OFFICIAL NAME & TITLE: DOTSI GRAVES, PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE: <i>[Signature]</i>	DATE: _____
NARRATIVE OF REQUEST The Parks Department requests the Board of County Commissioners to approve and sign the 2016 Bruceport Park Maintenance and Operation Contract between Pacific County and Jim and Janelle Long.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve the 2016 Bruceport Park Maintenance and Operation Contract with Jim & Janelle Long, subject to adequate budget appropriations and submission of required proof of insurance	

2016 BRUCEPORT PARK MAINTENANCE AND OPERATION CONTRACT

THIS CONTRACT, made and entered into this day between MELVIN J. LONG and JANELLE LONG, hereinafter called the CONTRACTOR, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WITNESSETH: WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed and the CONTRACTOR has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW, THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be **BRUCEPORT PARK**.
2. The CONTRACTOR shall have the park available for daily use by the general public between the hours of 6 AM and 10 PM, beginning January 1, 2016 through December 31, 2016. Agreements for long-term use of the facilities in excess of three (3) weeks shall require prior approval of the COUNTY.
3. The CONTRACTOR will provide the park user reasonable security from injury to themselves or damage to their possessions; and furthermore, the fee paying user will be provided entrance via the exit from the park during hours of closure to the general public.
4. The park fees shall be as established or revised by resolution of the Board of Pacific County Commissioners (presently Resolution No. 2015-015, adopted April 14, 2015). The CONTRACTOR shall collect fees and applicable taxes. Said fees collected by the CONTRACTOR shall be retained by the CONTRACTOR and shall constitute partial payment to the CONTRACTOR for services provided. CONTRACTOR further understands and agrees to forward the taxes collected to the appropriate parties at the appropriate times.
5. The fiscal records of such collections and disbursements will be kept by the CONTRACTOR, and reported monthly on the attached form (Attachment A) to the Parks Manager. A numbered receipting system will be provided by the CONTRACTOR and used to receipt all camping fees. This system shall consist of a three-part receipt with the original copy to the customer, the second copy is to accompany the monthly report sent to the COUNTY, and the third copy to be retained by the CONTRACTOR.

6. In addition to the fees collected (referenced in paragraph four above), the COUNTY will also provide a space at the park residence site for the location of a recreation vehicle, and the COUNTY will provide electrical power, water, sewerage, garbage disposal services and basic telephone service to the site. The CONTRACTOR will reimburse the COUNTY for all phone charges, with the exception of the telephone installation and the monthly telephone charge, deemed to be used for the CONTRACTOR'S private use upon receiving a copy of the bill showing the itemization for those charges. The COUNTY will pay a hosting fee of \$900.00 (NINE HUNDRED AND NO/100 DOLLARS) for the contract period. The \$900 will be paid upon the renewal of Insurance Policy.
7. No structures shall be erected on the premises, and no residences will be permitted without prior approval of the COUNTY. The CONTRACTOR shall bear all costs associated with placement and/or removal of CONTRACTOR'S facility.
8. The COUNTY will retain use of the campsites at the southwesterly end of the park (known as campsites G-01 and G-02), also the area across the park road from the referenced campsites where the storage building currently exists, and that easterly portion of the park located between State Route 101 and the referenced campsites for use by the Pacific County Health and Human Services Youth Adventures Program.
9. The CONTRACTOR shall provide the proper janitorial/custodial service for the park restrooms.
10. The CONTRACTOR shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, all to be completed with equipment provided by the COUNTY (riding lawn mower and weed eater).
11. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY, and the COUNTY shall not be held liable for any losses of any nature by the CONTRACTOR or other affected parties.
12. The CONTRACTOR will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.
13. The COUNTY agrees to provide all necessary operating supplies for the restrooms, supplied at COUNTY'S sole cost and expense.
14. Electric power, phone, water, sewerage and garbage disposal services shall be provided by the COUNTY for park operations. No other utility services shall be provided.

15. The parties mutually understand and agree that the COUNTY shall make no deductions from the annual \$900 payment or from the user fees retained by CONTRACTOR on account of taxes and the CONTRACTOR further understands and agrees that the responsibility for payment of taxes remains with the CONTRACTOR. It is further understood that the CONTRACTOR is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.
16. This contract shall commence on January 1, 2016 and terminate December 31, 2016. Either party shall have the right of cancellation, or termination of this contract with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least (30) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse except for any sums owing to either party at the end of cancellation or termination. The CONTRACTOR shall be solely responsible for removing all their personal property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said personal property has not been removed within the time specified, the COUNTY shall have said property removed and the CONTRACTOR shall be solely responsible for bearing all costs involved.

Should criminal charges be filed in a jurisdictional court, against the CONTRACTOR, this contract may be terminated, and all personal property of the CONTRACTOR must be removed, within three (3) days.

17. It is mutually understood and agreed between the parties hereto that this contract does not create an employer/employee relationship and that the COUNTY assumes no liability to the independent CONTRACTOR and that in all of the activities pursuant to this agreement, Melvin J. Long and Janelle Long are, and shall be, an independent CONTRACTOR under the laws of the State of Washington.
18. The CONTRACTOR shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.
19. The CONTRACTOR shall not allow property owned by the COUNTY to be removed from premises.
20. LIABILITY
 - (a) Proof of Insurance: The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

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

(c) Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the CONTRACTOR.

(d) Adjustment of Claims: The CONTRACTOR shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the CONTRACTOR under this agreement. The CONTRACTOR agrees that all such claims, whether processed by the CONTRACTOR or CONTRACTOR'S insurer, either directly or by means of an agent, will be handled by one key person.

DATED THIS 30 DAY OF December, 2015

INDEPENDENT CONTRACTOR

Melvin J. Long
Melvin J. Long

Janelle Long
Janelle Long
State of Washington Unified Business ID
Number 600632451
PO Box 372
Bay Center, WA 98527

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST

Marie Guernsey, Clerk of the Board

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS
RESOLUTION 2015 -015

A RESOLUTION IN THE MATTER OF REVISING
PACIFIC COUNTY PARK CAMPING FEES AND CHARGES

WHEREAS, it is the desire of the Board of Pacific County Commissioners to adopt certain park fee/charges from the schedule in effect by the State of Washington Parks and Recreation Commission, and to adjust these fees as the State of Washington Parks and Recreation revise them;

IT IS HEREBY RESOLVED that the camping definition and titles listed on Attachment A, with the exception of the exemption categories, shall be those currently adopted by the State of Washington Parks and Recreation Commission, and future changes to those camping fees listed below made by the State of Washington Parks and Recreation Commission shall become effective for Pacific County immediately upon adoption by the State of Washington Parks and Recreation Commission. Currently the fees (including Washington State Sales Tax) for the titles listed on Attachment A will be as adopted by State of Washington Parks and Recreation Commission providing no category for exemptions for Bruceport Park and Bush Pioneer Park of Pacific County and will become effective January 1, 2015; and

BE IT STILL FURTHER RESOLVED that no user fees shall be charged for casual or day use of Bruceport, Bush Pioneer and Chinook Parks, except by donation.

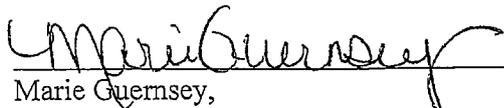
BE IT STILL FURTHER RESOLVED that Chinook Park of Pacific County shall be operated as a day use park.

BE IT STILL FURTHER RESOLVED that this Resolution supersedes and rescinds any and all Resolutions relative to park camping fees.

PASSED BY THE BOARD OF PACIFIC COUNTY COMMISSIONERS MEETING in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage this 14th day of April, 2015.

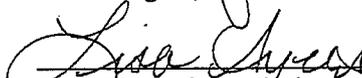
3 AYE; 0 NAY; 0 ABSTAIN; 0 ABSENT

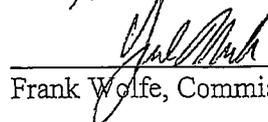
ATTEST:


Marie Guernsey,
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON


Steve Rogers, Chair


Lisa Ayers, Commissioner


Frank Wolfe, Commissioner

**ATTACHMENT A – PARK FEE SCHEDULE
RESOLUTION NO. 2015-015**

CAMPSITE DESCRIPTIONS

Primitive and water trail campsites:

Campsite does not include a nearby flush comfort station. Primitive campsites may not have any amenities of a standard campsite. Sites accessible by motorized/non-motorized vehicles and water trail camping

Standard campsite:

A designated campsite served by nearby domestic water, sink waste, garbage disposal and flush comfort station.

Partial-utility campsite:

A standard campsite with electricity and may have other utilities available.

Please note: There is a maximum of eight people per campsite.

PARK	PRIMITIVE		STANDARD		UTILITY		YURT	ADDITIONAL VEHICLE	RV DUMP FEE	DAY USE (includes use of covered area)
	up to 8 people	per use	up to 50 people *							
Bruceport	\$15.00	\$20.00	\$25.00	\$65.00 *	\$10.00	\$5.00	\$50.00			
Bush Pioneer	\$15.00	\$20.00	\$25.00		\$10.00	\$5.00				*increase of \$50 for each additional 50 people
Chimook	\$15.00	\$20.00	\$25.00		\$10.00	\$5.00				

YURT* Plus \$50 refundable fee is required; will be refunded upon inspection and return of keys

WEDDINGS/FAMILY REUNIONS	OVER NIGHT CABINS		TENT CAMPING	
	DAY USE	DAY USE	DAY USE	DAY USE
\$250/for 3 days plus \$100 cleaning deposit includes lodge & grounds	\$5/per night per person up to 25 people more than 25 people requires rental of a port-a-potty at \$75/day	\$50.00 plus \$25 cleaning deposit includes lodge & grounds	\$15/per night up to 8 people	

PLEASE NOTE: All fees/charges are subject to sales and lodging taxes

ATTACHMENT "A"

BRUCEPORT PARK
MONTHLY REVENUE-EXPENDITURE REPORT
FOR THE MONTH OF _____, 2016

Receipt Numbers _____ through _____

Amount Collected \$ _____ (Total of Receipts)

Expenses : _____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

=====

TOTAL ALL EXPENSES \$ _____

Park Name : _____

Signature : _____

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:

1/12/16

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

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt.

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
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| <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: Department of Public Works	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mike Collins, County Engineer	PHONE / EXT:
SIGNATURE:	DATE: 1/5/15

NARRATIVE OF REQUEST
 Request for approval of DPW Credit Card. Attached is the signed Credit Card Policy and Agreement.

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

Approve request for department credit card, setting the limit of \$ _____ on accordance with the Credit Card Policy (Resolution 2013-013)

PACIFIC COUNTY
CREDIT CARD POLICY
USER ACKNOWLEDGEMENT AND AGREEMENT

My signature below indicates that I have received and reviewed the Pacific County Credit Card Policy and the Credit Card Cardholder Instructions, and any questions have been answered to my satisfaction.

My signature signifies that I have agreed to abide to all terms and conditions included in these documents and understand that I can be held personally liable for any misuse of the County's Credit Card that is issued to me or my Department or Office.

Dated this 4 day of Jan, 2016.

Michael Collins
Signature

MICHAEL COLLINS
Printed Name

Director / County Engineer
Title

Pacific County Auditor's Office

Signature

Printed Name

Title

PACIFIC COUNTY
CREDIT CARD POLICY
USER ACKNOWLEDGEMENT AND AGREEMENT

My signature below indicates that I have received and reviewed the **Pacific County Credit Card Policy** and the **Credit Card Cardholder Instructions**, and any questions have been answered to my satisfaction.

My signature signifies that I have agreed to abide to all terms and conditions included in these documents and understand that I can be held personally liable for any misuse of the County's Credit Card that is issued to me or my Department or Office.

Dated this 4 day of Jan, 2016.


Signature

Heidi Herland
Printed Name

Acct. mgr.
Title

Pacific County Auditor's Office

Signature

Printed Name

Title



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

REQUESTED MEETING DATE:

1/12/2016

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

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> 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: DCD	DIVISION (if applicable): EH
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 1/6/2016
NARRATIVE OF REQUEST The Department requests approval to advertise and interview for the Litter Crew Supervisor position. The Crew Supervisor will oversee the summer youth crew, starting in June.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request to advertise and hire 2016 Litter Crew Supervisor	



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

REQUESTED MEETING DATE:
01-12-2016

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

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

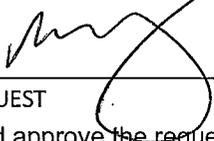
Review Clerk of the Board
 Risk Mgmt
 Legal Required

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):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 1/7/16
NARRATIVE OF REQUEST Request the Board approve the request of Shelley Carter, Public Health Nurse, to voluntarily decrease her FTE from 0.8 to 0.6 effective as soon as reasonably possible. She would like to have decreased her time January 1, 2016, however the new PHN hire was not able to start until January 11, 2016. Shelley is willing to assist in training the new staff person prior to her cutting back to 0.6. In the approved 2016 budget her time had been decreased to 0.7 per her request and the new hire was put in at a 0.7 FTE. With this new request Shelley will be a 0.6 FTE and the new nurse will be a 0.8 FTE.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve request from Shelley Carter, Public Health Nurse, for voluntary reduction from 0.8 FTE to 0.6 FTE, effective January 1, 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:
01-12-2016

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: _____

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):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 1/7/16
NARRATIVE OF REQUEST Request the Board approve the hire of Alycia Johnson for the open position of Public Health Nurse, FTE 0.8; Grade 13, Step 1 beginning January 11, 2016. This position was approved by the Board in 2015 for advertising, interview, and hire. It was originally approved for a 0.7 FTE, however another one of our PHN's has requested to decrease her time to a 0.6. The funding for this position was included in the 2016 approved budget and no supplemental will be necessary. BOCC approved at their meeting of 11/10/2015	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve hire of Alycia Johnson, Public Health Nurse, at 0.8 FTE, Grade 13 Step 1, effective January 11, 2016, subject to adequate budget appropriations	



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

REQUESTED MEETING DATE:
1/12/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>16</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: _____			
DISTRIBUTION LIST:			
<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): Corrections
OFFICIAL NAME & TITLE: Denise L. Rowlett, Chief Deputy	PHONE / EXT: 3395
SIGNATURE: /s/ Denise L. Rowlett	DATE: 1/6/2016
NARRATIVE OF REQUEST Request approval to add one phone extension to an existing workspace to accommodate the new JMHCP (Justice and Mental Health Collaboration Program) grant coordinator. The cost is \$40 per month and is included in the federal share of the grant budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve one additional telephone extension in the amount of \$40 per month, to be paid from Justice and Mental Health Collaboration Program grant, subject to adequate budget appropriations	



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

5

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

REQUESTED MEETING DATE:
 01/12/2016

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

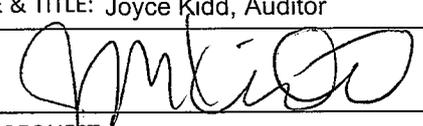
OTHER: _____

DISTRIBUTION LIST:

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| <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: auditor	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Joyce Kidd, Auditor	PHONE / EXT:
SIGNATURE: * 	DATE: 01/04/2016
NARRATIVE OF REQUEST Would like to request permission to order 2 computers one is in current expense the other is budgeted in 522. With one I would like to request to order a larger monitor also.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of two Dell computer workstations from state bid in an amount not to exceed \$2,631.30, subject to adequate budget appropriations	

Name of Contractor: _____

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

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):

TOTAL COST/AMOUNT (include sales & use tax): \$1315.65 per computer TOTAL TAX: 96.32 per computer
TOTAL SHIPPING/HANDLING: 0 EXPENDITURE FUND #: 522 .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:

Rachel Patrick

From: Dell (please do not reply) <automated_email@dell.com> on behalf of Dell Inc. <dell_automated_email@dell.com>
Sent: Monday, January 04, 2016 10:19 AM
To: Rachel Patrick
Subject: Dell eQuote #:1015095395122



You have received an eQuote 1015095395122

An eQuote has been sent to you for the following Dell Online Store: Pacific County NASPO ValuePoint 05815-003 / WN347AGW

Who sent this eQuote

Emailed by: aseaman@co.pacific.wa.us
eQuote expires: 01/31/2016

Message from the shopper

Rachel I would just get two of the same with monitors. The other can go in our spare pile or we can give a matching set to Mary Lou.

To open this eQuote

Navigate to the [Premier Account](#) page.
Sign in to Pacific County NASPO ValuePoint 05815-003 / WN347AGW
Select eQuote number 1015095395122 from your dashboard or by clicking eQuotes link on your home page.

Shipping Info

Andrew Seaman
300 Memorial Dr.
South Bend, US 98586-0066
(360) 875-9300

Billing Info

COUNTY OF PAC ACCTS PAYABLE
ATTN/ANDY SEAMAN
PO BOX 66
SOUTH BEND, US 98586-0066

eQuote Contents

Quantity	Description	
1	OptiPlex 7040 MT	\$1,793.14
	PremierDiscount	-\$573.81

\$1,219.33

Module	Description	Product Code	Sku	ID
Hardware Support Services	3 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[997-6870]	29
Processor	Intel® Core™ i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	I76700	[338-BHUH]	146
Operating System (s)	Windows 10 Home 64bit English, French, Spanish	10HHEM	[619-AHHO]	11
Microsoft Application Software	Microsoft Office Trial	16MUI	[658-BCSB]	1002
Dell Data Protection Encryption Security SW	No DDPE Encryption Software	NODDPE	[954-3465]	156
Dell Data Protection Endpoint Security Suite	No Dell Data Protection Endpoint Security Suite Software	NODDP	[634-BENZ]	593
Memory	8GB (2x4G) 2133MHz DDR4 Memory	8G2DR4	[370-ACHT]	3
Hard Drive	M.2 128GB SATA Solid State Drive	128SDM	[340-ABIG]	8
Additional Hard Drive	No Additional Hard Drive	NADDHD	[401-AANH]	637
Video Card	Intel® Integrated Graphics	INT	[490-BBFG]	6
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8XDVRW	[325-BBRL]	16
Media Card Reader	No Media Card Reader Selected	NMCR	[385-BBCR]	10
Wireless	No Wireless	NOWRLS	[555-BBFO]	19
Driver	No Wireless Selected	NOWRLS	[555-BBFO]	7
Serial Port/PS2 Adapter	No Accessories	NOACC	[461-AABV]	698
Chassis Options	OptiPlex 7040 MT with 240W up to 92% efficient Power Supply (80Plus Platinum)	MTPLTM	[329-BCSF]	116
Multi-Select Monitors	DellUltraSharp24Monitor-U2414H	U2414H	[859-BBCM]	496
Cables and Dongles	No Adapter	NOADPTR	[470-AAJL]	592
Stands and Mounts	No Integrated Stand option	NOSTND	[575-BBBI]	558
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
Systems Management	No Out-of-Band Sys Mgmt	NOVPRO	[631-AASK]	49

Non-Microsoft Application Software	Windows 10	WIN10	[340-AJFC]	1003
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
E-Star	ENERGY STAR Version 6.0	ESTAR6	[387-BBEZ]	122
External Speakers	No External Speaker	NOESPK	[817-BBBC]	200095
OptiPlex 7040 MT	OptiPlex 7040 Mini Tower XCTO	7040TX	[210-AFGI]	1
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20
Label	Reg Label, MT, MEX,EPA	EPAMEX	[389-BHMP]	676
Optical Software	Cyberlink Media Suite Essentials with Media For 8.1	CYMSE	[658-BBVS]	597
Network Card	No Bcom required	NOBCOM	[555-BBKH]	13
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Placemat	No Quick Reference Guide	NOTSH	[340-ABKW]	60
Transportation from ODM to region	Standard shipment	STD	[800-BBIO]	200080
Processor Branding	LABEL,INTEL,CI7,6,SML	CI7SML	[389-BHGE]	749
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
TPM Security	TPM	TPM	[329-BBJL]	297
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
UPC Label	No UPC Label	NOUPC	[389-BCGW]	292
CompuTrace Offerings + Stoptrack Label	No Computrace	NCTRACE	[461-AABF]	697
Hard Drive Software	NO INTEL RESPONSIVE	NOINTR	[551-BBBJ]	707
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
RAID Connectivity	NO RAID	NORAID	[817-BBBN]	1009
Packaging	Shipping Material for System, Minitower	SHPDOA	[340-ARRJ]	465

eQuote Subtotal	\$1,219.33
Shipping*	\$0.00
Estimated Tax*	\$96.32
Environmental Disposal Fee*	\$0.00

eQuote Total* \$1,315.65

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

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

REQUESTED MEETING DATE:

JANUARY 12, 2016

AGENDA REQUEST FORM

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

Agenda Item #: 18

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:

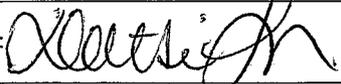
- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
| <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: DEPARTMENT OF PUBLIC WORKS DIVISION (if applicable): FAIR

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

SIGNATURE:  DATE: JANUARY 5, 2015

NARRATIVE OF REQUEST
 Pacific County Fair requests Board of County Commissioners to approve and sign the 2015-16 Winter Storage Agreements.

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

Approve 2015-2016 Winter Storage Agreements and authorize Chair to sign

2015-16 WINTER STORAGE

LAST NAME	FIRST NAME	INS	WHAT'S STORED
Apperson	Randy	Yes	2002 R-Vision Travel Trailer
Apperson	Tom	Yes	2000 Komfort Trailer
Buchanan	Chad	Yes	2009 Bayliner
Carlson	Eric A.	Yes	21 ft Sea Ranger Boat
Forbush	Travess	Yes	23 ft Stingray 1998 Boat
Gradt	Tom	Yes	2012 Keystone Motor Home
McAllister	David	Yes	16 ft 1994 Crestliner Boat
Olive	Duane	Yes	19 ft 2006 Trophy Boat
Schwiesow	Tom	Yes	27 ft 2007 Trailer
Spray	Gary	Yes	18 ft 2008 Bayliner Boat
Strozyk	Todd	Yes	29 ft 2007 Surveyor Trailer

**PACIFIC COUNTY FAIRGROUNDS
WINTER STORAGE RENTAL AGREEMENT**

This Storage Rental Agreement is made this 28th day of ~~November~~ December, 2015
by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and

(RENTER)

TODD STROZYK

360-942-7914

Print Name

Contact Phone #

PO Box 775

South Bend WA

98586

Mailing Address

City

State

ZIP

subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.
2. **PREMISES RELOCATION OF STORED PROPERTY**
 - A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
 - B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER's stored property to other locations within the premises, at LANDLORD's sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.
3. **TERM**

The term of this Rental Agreement shall commence on October 1, 2015 and shall end on April 30, 2016.
4. **ALTERATION/MAINTENANCE**

RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE

RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN

- A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
- B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.

7. ABANDONMENT

In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES

RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER's needs.

9. ACCESS TO PREMISES

- A. The parties agree that LANDLORD shall maintain sole possession and control of the premises and may reasonably limit access to the premises by RENTER. RENTER shall be permitted periodic access to the premises and to the stored property as follows: The premises will be open to access by persons with stored items at the discretion of the Maintenance Manager.
- B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of \$50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE

RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following scheduled:

- Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2014-006 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance

11. LIABILITY INSURANCE

- A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
- B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
- C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
- D. RENTER shall, at RENTER's sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

12. CASUALTY

In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenable, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of RENTER, RENTER's licensees or invitees.

13. DEFAULT

The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD's option, take any of the following actions:

- A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
- B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.

C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER's property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

14. ATTORNEY'S FEES

In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney's fees as may be determined by the court.

15. GOVERNING LAW AND VENUE

It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS

Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SEVERABILITY

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

[Signature] 12/28/15
RENTER DATE

[Signature] 12/28/15
COUNTY SIGNATOR DATE

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

CHAIRMAN DATE

VEHICLE/EQUIPMENT BEING STORED:

2007 Surveyor Travel Trailer
Vehicle Year Vehicle Make Vehicle Model

29 Ft
Vehicle License / State Length Color



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

REQUESTED MEETING DATE:
1/12/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
			Agenda Item #: <u>19</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: _____				
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: Commissioners Office	DIVISION (if applicable): Bds/Coms
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/28/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve the appointment of Kathy Zeigler to vacant position on the Fair Board, effective immediately	



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:
1/12/2016

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
			Agenda Item #: <u>20</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: _____				
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: Commissioners Office	DIVISION (if applicable): Bds/Coms
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT: _____
SIGNATURE: _____	DATE: 1/5/2016
NARRATIVE OF REQUEST	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve the appointment of James Clancy to the vacant position on the Flood Control Advisory Board, effective immediately</p>	



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

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

REQUESTED MEETING DATE:
 1/12/16

AGENDA REQUEST FORM

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

Agenda Item#: 21

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): Housing
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 1/6/15
NARRATIVE OF REQUEST Attached for your consideration is a contract for services with the Joint Pacific County Housing Authority for low income housing services for 2016. This contract is similar to those that we have had in place for a number of years, and provides for support services for residents living at the Pacific Pearl, Maintenance and Operation funding for the Eagles Apartments in Raymond, and funds for development of additional housing units. Funding is provided through document recording fees designated for this purpose and expenditures were included in the 2016 budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Move to approve Contract for Services with the Joint Pacific County Housing Authority in the amount of \$168,000.	

Name of Contractor: The Joint Pacific County Housing Authority

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Contract for Services Between Pacific County and the Joint Pacific County Housing Authority

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):

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

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: 178.174,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:

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE JOINT PACIFIC COUNTY HOUSING AUTHORITY

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Joint Pacific County Housing Authority – 820 11th Avenue, Longview, Washington 98632 (the “RECIPIENT”).

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

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and in 2015 the County will separate this Fund into two funds for accountability purposes; Fund 178-Affordable Housing for All, and Fund 179-Homeless Housing and Assistance, and

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

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

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County’s 2016 Funds No. 178 and 179 to support a variety of low and moderate income housing programs; and

WHEREAS, transfer of recording fees from Pacific County Funds No. 178 and 179 to the Joint Pacific County Housing Authority requires entering into a contract for services; and

WHEREAS, the Joint Pacific County Housing Authority Board has entered into an agreement with the Longview Housing Authority to provide administrative support and serve as their fiscal agent,

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

1. **FUNDING**

One Hundred Sixty Eight Thousand Dollars (\$168,000) has been pledged within Pacific County Funds No.178 and 179 to assist the RECIPIENT with provision of services to low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT.

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

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to implement the Pacific County Ten Year Plan to End Homelessness in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source
Subcontract to CSN to provide Supportive Housing Services for Residents at the Pacific Pearl	\$33,000	Fund 179
Predevelopment/Development for new, or preservation of existing low income housing projects	\$115,000	Fund 178-\$57,500 Fund 179-\$57,500
Eagles Apt Maintenance and Operation Subsidy	\$20,000	Fund 178
TOTAL	\$168,000	Fund 178-\$77,500 Fund 179-\$90,500

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Funds 178 and 179, has pledged One Hundred Sixty Eight Thousand Dollars (\$168,000) to assist the RECIPIENT to implement the three activities identified in Section 2, Table 1, of this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount.

4. **EVALUATION AND MONITORING**

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

and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

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

6. **NONDISCRIMINATION**

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

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

8. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the RECIPIENT and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the RECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

RECIPIENT agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the RECIPIENT relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

9. **EMPLOYMENT RELATIONSHIPS**

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

10. **INDEMNIFICATION/HOLD HARMLESS**

1. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.
2. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.

3. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT S's indemnity obligations shall survive the completion, expiration or termination of this Contract.

11. **INSURANCE**

Without limiting the RECIPIENT'S indemnification of COUNTY, and prior to commencement of this contract, RECIPIENT shall obtain, provide and maintain during the term of this contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. **General Liability Insurance.** RECIPIENT shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Professional Liability (Errors & Omissions) Insurance.** RECIPIENT shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and RECIPIENT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. **Workers' Compensation Insurance.** RECIPIENT shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- D. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow RECIPIENT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RECIPIENT hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The RECIPIENT must name the COUNTY as an additional insured. The RECIPIENT agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that RECIPIENT 's liability insurance policy shall so state.

12. **CONTRACT MODIFICATIONS**

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

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2016. It will continue in effect through the 31st day of December 2016 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

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

15. **SPECIAL PROVISION**

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

16. **SEVERABILITY**

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

17. **DISPUTE RESOLUTION**

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

18. **GOVERNING LAW AND VENUE**

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

19. **ADMINISTRATION**

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

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

For the RECIPIENT: Chris Pegg, Executive Director
Joint Pacific County Housing Authority
820 11th Avenue
Longview, WA 98632

20. **ENTIRE CONTRACT**

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



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

REQUESTED MEETING DATE:
1-12-16

AGENDA REQUEST FORM

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

Agenda Item#: 22

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: General Administration	DIVISION (if applicable): Risk
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 1-6-16
NARRATIVE OF REQUEST	
<p>The Washington Counties Risk Pool (WCRP) has asked that you consider approving a request to WSAC for amicus briefing in support of the WCRP's position in the Washington Supreme Court in the case with Clark County. Clark County has submitted a request to WSAC to support their position. The WCRP does not believe that WSAC should take a position in the litigation between Clark County and the WCRP, but Eric Johnson has said that in order to prevent the WSAC Board from considering Clark County's request in a vacuum, individual member counties of the WSAC who support the WCRP's position should also submit requests for amicus briefing support from the WSAC favoring the WCRP position. The request will need to be submitted on a special form that will be provided by the risk pool about January 15th. These requests need to be received by WSAC prior to their meeting on February 3rd.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Move to approve submitting a request to WSAC for amicus briefing in support of the Washington Counties Risk Pool's position in the Washington Supreme Court case with Clark County.</p>	



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

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

REQUESTED MEETING DATE:
1/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 23

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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/23/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2016- <u>001</u> in the matter re-establishing a vendor list procedure for the purchasing of materials, equipment, supplies and services pursuant to chapters 36.32.245 and 39.04.190 RCW	

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

RESOLUTION NO. 2016-_____

**IN THE MATTER RE-ESTABLISHING A VENDOR LIST PROCEDURE
FOR THE PURCHASING OF MATERIALS, EQUIPMENT, SUPPLIES AND
SERVICES PURSUANT TO CHAPTERS 36.32.245, 39.04.190 and 39.26.160 RCW**

WHEREAS, the County, within its normal operations, requires acquisition of materials, equipment, supplies, and services without formal sealed bidding, within statutory limits promotes efficient county government; and

WHEREAS, Chapter 36.32.245(3) RCW provides for exceptions to competitive bid requirements of advertisement and formal sealed bidding for purchase between five thousand (\$5,000.00) and twenty-five thousand (\$25,000.00) dollars; and

WHEREAS, Chapter 39.04.190 RCW, regarding purchase of materials, equipment, supplies, or services not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor list process in lieu of requirements of formal sealed bidding; and

WHEREAS, in order to be able to implement a vendor list process, the County is required by law to adopt a resolution establishing specific procedures;

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution No. 2013-011 and any other previous resolutions not identified that established a Vendor List process is hereby repealed and replaced with Resolution 2016-001 establishing a Vendor List procedure effective this date.

Section 2. The following Vendor List procedures are established for use by the County pursuant to Chapter 36.32.245 RCW and Chapter 39.04.190 RCW. Purchase of materials, equipment, supplies or services not connected to a public works project in an amount between \$5,000 and \$25,000.

- A. Publication of Notice. At least twice a year, the County shall publish in the County's official newspaper, notice of the existence of a roster(s) of vendors for materials, equipment, supplies or services and shall solicit names of vendors for the roster.
- B. Electronic Lists. In addition to paper and/or electronic vendor lists kept on file in the Department of Public Works, the County may also use the state wide electronic database developed and maintained jointly by the Daily Journal of Commerce and the Municipal Research and Services Center of Washington (MRSC Rosters).

- C. Telephone Quotations. The County shall use the following process to obtain telephone quotations from vendors for the purchase of materials, equipment, supplies, or services:
 - a. A written description shall be drafted of the specific materials, equipment, supplies, or services to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
 - b. A County representative shall make a good faith effort to contact at least three (3) of the vendors on the list to obtain telephone solicitation quotations from the vendors for the required materials, equipment, supplies, or services;
 - c. The County representative shall not share telephone quotation from one vendor with other vendors' solicitation for the bid on the materials, equipment, supplies, or services.
 - d. A written record shall be made by the County representative of each vendor's bid on the material, equipment, supplies, or services, and of any conditions imposed on the bid by such vendor;
 - e. The County representative shall present to the Board of Commissioners all telephone quotations and a recommendation for award of the contract to the lowest responsible bidder.

D. Determining the Lowest Responsible Bidder. The County shall purchase the materials, equipment, supplies, or services from the lowest responsible in accordance with Chapter 39.26.160(2) RCW, provided that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the County may call for new bids.

E. Award. The County shall review quotations and recommendations by County staff and award the contract to the lowest responsible bidder. A written record of each vendor's quotations shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.

F. Posting. A list of all contracts awarded under these procedures will be posted on the County's website www.co.pacific.wa.us.

PASSED by the following vote this _____ day of _____, 2016 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

RCW 36.32.245**Competitive bids—Requirements—Advertisements—Exceptions.**

(1) No contract for the purchase of materials, equipment, or supplies may be entered into by the county legislative authority or by any elected or appointed officer of the county until after bids have been submitted to the county. Bid specifications shall be in writing and shall be filed with the clerk of the county legislative authority for public inspection. An advertisement shall be published in the official newspaper of the county stating the time and place where bids will be opened, the time after which bids will not be received, the materials, equipment, supplies, or services to be purchased, and that the specifications may be seen at the office of the clerk of the county legislative authority. The advertisement shall be published at least once at least thirteen days prior to the last date upon which bids will be received.

(2) The bids shall be in writing and filed with the clerk. The bids shall be opened and read in public at the time and place named in the advertisement. Contracts requiring competitive bidding under this section may be awarded only to the lowest responsible bidder. Immediately after the award is made, the bid quotations shall be recorded and open to public inspection and shall be available by telephone inquiry. Any or all bids may be rejected for good cause.

(3) For advertisement and formal sealed bidding to be dispensed with as to purchases between five thousand and twenty-five thousand dollars, the county legislative authority must use the uniform process to award contracts as provided in RCW 39.04.190. Advertisement and formal sealed bidding may be dispensed with as to purchases of less than five thousand dollars upon the order of the county legislative authority.

(4) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW; or contracts and purchases for the printing of election ballots, voting machine labels, and all other election material containing the names of candidates and ballot titles.

(5) Nothing in this section shall prohibit the legislative authority of any county from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

(6) This section does not apply to contracting for public defender services by a county.

[2007 c 88 § 1. Prior: 1993 c 233 § 1; 1993 c 198 § 7; 1991 c 363 § 62.]

NOTES:

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

RCW 39.04.190**Purchase contract process—Other than formal sealed bidding.**

(1) This section provides a uniform process to award contracts for the purchase of any materials, equipment, supplies, or services by those municipalities that are authorized to use this process in lieu of the requirements for formal sealed bidding. The state statutes governing a specific type of municipality shall establish the maximum dollar thresholds of the contracts that can be awarded under this process, and may include other matters concerning the awarding of contracts for purchases, for the municipality.

(2) At least twice per year, the municipality shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of vendor lists and solicit the names of vendors for the lists. Municipalities shall by resolution establish a procedure for securing telephone or written quotations, or both, from at least three different vendors whenever possible to assure that a competitive price is established and for awarding the contracts for the purchase of any materials, equipment, supplies, or services to the lowest responsible bidder as defined in chapter 39.26 RCW. Immediately after the award is made, the bid quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry. A contract awarded pursuant to this section need not be advertised.

[2015 c 79 § 4; 1993 c 198 § 2; 1991 c 363 § 110.]

NOTES:

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

RCW 39.26.160

Bid awards—Considerations—Requirements and criteria to be set forth—Negotiations—Use of enterprise vendor registration and bid notification system.

(1)(a) After bids that are submitted in response to a competitive solicitation process are reviewed by the awarding agency, the awarding agency may:

- (i) Reject all bids and rebid or cancel the competitive solicitation;
 - (ii) Request best and final offers from responsive and responsible bidders; or
 - (iii) Award the purchase or contract to the lowest responsive and responsible bidder.
- (b) The agency may award one or more contracts from a competitive solicitation.

(2) In determining whether the bidder is a responsible bidder, the agency must consider the following elements:

(a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

(b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(c) Whether the bidder can perform the contract within the time specified;

(d) The quality of performance of previous contracts or services;

(e) The previous and existing compliance by the bidder with laws relating to the contract or services; and

(f) Such other information as may be secured having a bearing on the decision to award the contract.

(3) In determining the lowest responsive and responsible bidder, an agency may consider best value criteria, including but not limited to:

(a) Whether the bid satisfies the needs of the state as specified in the solicitation documents;

(b) Whether the bid encourages diverse contractor participation;

(c) Whether the bid provides competitive pricing, economies, and efficiencies;

(d) Whether the bid considers human health and environmental impacts;

(e) Whether the bid appropriately weighs cost and noncost considerations; and

(f) Life-cycle cost.

(4) The solicitation document must clearly set forth the requirements and criteria that the agency will apply in evaluating bid submissions.

(5) The awarding agency may at its discretion reject the bid of any contractor who has failed to perform satisfactorily on a previous contract with the state.

(6) After reviewing all bid submissions, an agency may enter into negotiations with the lowest responsive and responsible bidder in order to determine if the bid may be improved. An agency may not use this negotiation opportunity to permit a bidder to change a nonresponsive bid into a responsive bid.

(7) The procuring agency must enter into the state's enterprise vendor [registration] and bid notification system the name of each bidder and an indication as to the successful bidder.

[2012 c 224 § 18.]



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:
 1/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 24

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:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
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| <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: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/23/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Adopt Resolution 2016-002 in the matter of repealing resolution 2013-034 and amending the County Wide Procurement Policy	

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

RESOLUTION NO.2016-002

PROCUREMENT POLICY

**IN THE MATTER OF REPEALING RESOLUTION 2013-034
AND AMENDING THE COUNTY WIDE PROCUREMENT POLICY**

WHEREAS, Resolution 2013-012 adopted by the Board of County Commissioners on January 23, 2013 established a County Wide Procurement Policy; and

WHEREAS, Chapter 36.32.245(3) RCW allows for the dispensing of advertising and formal sealed bidding for purchases between \$5,000 and \$25,000; and

WHEREAS, Chapter 39.34.030 RCW, allows agencies to cooperate with one another and to “piggyback” (intergovernmental cooperative agreement) on contracts by the State or any other agency as long as they have complied with statutory bidding requirements, and

WHEREAS, the Board of County Commissioners desires to establish a county-wide procurement policy directing all county related purchasing, and

WHEREAS, the Board of County Commissioners recognizes that, on occasion, the Department of Public Works, within its road department, has the need to acquire materials and/or supplies costing up to \$5000, and

WHEREAS, postponing the purchase of these supplies and materials related to road maintenance and construction to receive prior authorization and quotes from vendors per Section I-A would result in a significant disruption and delay in operations,

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON HEREBY RESOLVE that the following procedures are to be applied to all county purchasing, other than public works related purchasing under \$5000 related to the procurement of supplies and materials related to road maintenance and operations:

I. Procurement Procedures

A. For Purchases Between \$1,000 and \$5,000

Authorization is given by the Board of County Commissioners for purchases from funds annually appropriated by the Board to support the Department/Office without advertisement and formal sealed bidding, PROVIDED, the Department or Office,

1. Submits an Agenda Request Form requesting authorization from the Board to obtain quotes for the purchase, and
2. Obtains at least three (3) quotes from vendors for the required materials, equipment, supplies, or services (not required if obtained through state contract or intergovernmental cooperation agreement), and
3. Submits an Agenda Request Form with recommendations to the Board of County Commissioners along with copies of the quotes, and
4. Receives an approved order of the Board of County Commissioners authorizing said purchase

B. For Purchases between \$5,000 and \$25,000

Authorization is given by the Board of County Commissioners for purchases from funds annually appropriated by the Board to support the Department/Office without advertisement and formal sealed bidding, PROVIDED, the Department or Office,

1. Submits an Agenda Request Form requesting authorization from the Board to obtain at least three (3) bids from vendors off of the Vendors List (Resolution 2016- 001) for the purchase (not required if obtained through state contract or intergovernmental cooperation agreement), and
2. Submits an Agenda Request Form requesting authorization to purchase from the lowest responsible bidder from the Vendors List (Resolution 2016- 001) pursuant to the uniform process provided in Chapter 39.04.190 RCW, and
3. Receives an approved order of the Board of County Commissioners authorizing said purchase.

C. Single Source of Supply – Sole Provider (Chapter 39.04.280 RCW)

When a desired product is subject to a natural monopoly and advertising for bids would result in only one bid, the competitive bidding process can be waived as the vendor would be considered a “sole source provider”. To qualify as a sole source provider one or more of the following criteria would apply:

1. Purchase that are clearly and legitimately limited to a single source of supply;
2. Purchases involving special facilities or market conditions;
3. Purchases in the event of an emergency;
4. Purchases of insurance or bonds; and
5. Public works in the event of an emergency.

When seeking authorization for a sole source provider purchase the Board of County Commissioner Agenda Request Form must be completed and include factual basis for classifying the purchase as a “sole source” and attach supporting documentation such as market price survey, availability of product, statement / certification from vendor, etc. This does not apply in the event of an emergency.

A sole source purchase requires adoption of a formal resolution of the Board of Commissioners (sample resolution attached).

BE IT STILL FURTHER RESOLVED that Resolution 2013-012 and any previous resolutions not identified which set vendor limits is hereby repealed and Resolution 2016-002 shall become effective this date and remain so until repealed or changed by either the Board of Pacific County Commissioners or the enabling statutory authority.

PASSED by the following vote this _____ day of _____, 2016 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Deputy Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST

Lisa Ayers, Commissioner

Marie Guernsey
Clerk of the Board

SAMPLE

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

RESOLUTION 2016-_____

**A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE OF
COMPUTER-AIDED DISPATCH INTERFACE SOFTWARE MODULES AND
INSTALLATION FROM A "SINGLE SOURCE OF SUPPLY" PROVIDER**

WHEREAS, the Pacific County Sheriff's Office, Communications Division is in need of computer-aided-dispatch software interface modules for paging and fire incident reporting; and

WHEREAS, the Pacific County Sheriff's Office requests approval to purchase computer-aided-dispatch software interface modules and installation; and

WHEREAS, Spillman Technologies of Salt Lake City, UT is the sole vendor of the existing computer-aided-dispatch software with which the requested elements must digitally interface; and

WHEREAS, development of software by other vendors or the purchase of a new computer-aided-dispatch software system would be cost prohibitive; now therefore

IT IS HEREBY RESOLVED that the purchase of fire and paging interface software and installation services is clearly and legitimately limited to a single source of supply, and

BE IT FURTHER RESOLVED, that the Pacific County Sheriff's Office, Communications Division be authorized to purchase software interface modules for paging and fire incident reporting with installation in the amount not to exceed \$54,109 from the single source of supply provider, Spillman Technologies, in accordance with competitive bidding requirements (RCW39.04.280).

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

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

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Steve Rogers, Chairman

Frank Wolfe, Commissioner

ATTEST

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2015- _____

**A RESOLUTION RECOGNIZING AND AUTHORIZING PURCHASE
OF A MAINTENANCE SERVICES AGREEMENT FOR AUTOMATED
LICENSE PLATE READERS AND BACK OFFICE SYSTEM SOFTWARE
FROM A "SINGLE SOURCE OF SUPPLY" PROVIDER**

WHEREAS, the Pacific County Sheriff's Office is in need of a maintenance services agreement for automated license plate readers and back office system software; and

WHEREAS, the Pacific County Sheriff's Office requests approval to purchase a maintenance services agreement for automated license plate readers and back office system software; and

WHEREAS, 3M Company of Saint Paul, MN is the sole vendor of maintenance related to the automated license plate readers and back office system software; now therefore

IT IS HEREBY RESOLVED that purchase of a maintenance services agreement for automated license plate readers and back office system software is clearly and legitimately limited to a single source of supply; and

BE IT FURTHER RESOLVED that the Pacific County Sheriff's Office be authorized to purchase a maintenance services agreement for automated license plate readers and back office system software in the amount of \$2,900.00 from the single source of supply provider—3M Company and in accordance with competitive bidding requirements (*RCW 39.04.280*).

PASSED by the following vote this _____ day of _____, 2015 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

____ YEA; ____ NAY; ____ ABSTAIN; and ____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Lisa Ayers, Commissioner

RCW 36.32.245**Competitive bids—Requirements—Advertisements—Exceptions.**

(1) No contract for the purchase of materials, equipment, or supplies may be entered into by the county legislative authority or by any elected or appointed officer of the county until after bids have been submitted to the county. Bid specifications shall be in writing and shall be filed with the clerk of the county legislative authority for public inspection. An advertisement shall be published in the official newspaper of the county stating the time and place where bids will be opened, the time after which bids will not be received, the materials, equipment, supplies, or services to be purchased, and that the specifications may be seen at the office of the clerk of the county legislative authority. The advertisement shall be published at least once at least thirteen days prior to the last date upon which bids will be received.

(2) The bids shall be in writing and filed with the clerk. The bids shall be opened and read in public at the time and place named in the advertisement. Contracts requiring competitive bidding under this section may be awarded only to the lowest responsible bidder. Immediately after the award is made, the bid quotations shall be recorded and open to public inspection and shall be available by telephone inquiry. Any or all bids may be rejected for good cause.

(3) For advertisement and formal sealed bidding to be dispensed with as to purchases between five thousand and twenty-five thousand dollars, the county legislative authority must use the uniform process to award contracts as provided in RCW 39.04.190. Advertisement and formal sealed bidding may be dispensed with as to purchases of less than five thousand dollars upon the order of the county legislative authority.

(4) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW; or contracts and purchases for the printing of election ballots, voting machine labels, and all other election material containing the names of candidates and ballot titles.

(5) Nothing in this section shall prohibit the legislative authority of any county from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

(6) This section does not apply to contracting for public defender services by a county.

[2007 c 88 § 1. Prior: 1993 c 233 § 1; 1993 c 198 § 7; 1991 c 363 § 62.]

NOTES:

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

RCW 39.34.030

Joint powers—Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies—Joint utilization of architectural or engineering services—Financing of joint projects.

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03 or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter 25.04 or 25.05 RCW whose partners are limited solely to participating public agencies, or a limited liability company organized under chapter 25.15 RCW whose membership is limited solely to participating public agencies, and the funds of any such corporation, partnership, or limited liability company shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall contain, in addition to provisions specified in subsection (3)(a), (c), (d), (e), and (f) of this section, the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies that are party to the agreement shall be represented; and

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of joint board."

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6)(a) Any two or more public agencies may enter into a contract providing for the joint utilization of architectural or engineering services if:

(i) The agency contracting with the architectural or engineering firm complies with the requirements for contracting for such services under chapter 39.80 RCW; and

(ii) The services to be provided to the other agency or agencies are related to, and within the general scope of, the services the architectural or engineering firm was selected to perform.

(b) Any agreement providing for the joint utilization of architectural or engineering services under this subsection must be executed for a scope of work specifically detailed in the agreement and must be entered into prior to commencement of procurement of such services under chapter 39.80 RCW.

(7) Financing of joint projects by agreement shall be as provided by law.

[2015 c 232 § 1; 2009 c 202 § 6. Prior: 2008 c 198 § 2; 2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

NOTES:

Finding—2008 c 198: "The legislature finds that it is in the public interest for public utility districts to develop renewable energy projects to meet requirements enacted by the people in Initiative Measure No. 937 and goals of diversifying energy resource portfolios. By developing more efficient and cost-effective renewable energy projects, public utility districts will keep power costs as low as possible for their customers. Consolidating and clarifying statutory provisions governing various aspects of public utility district renewable energy project development will reduce planning time and expense to meet these objectives." [2008 c 198 § 1.]

Intent—1992 c 161: See note following RCW 70.44.450.

Purpose—Statutory references—Severability—1990 c 33: See RCW 28A.900.100 through 28A.900.102.

Severability—1981 c 308: See note following RCW 28A.320.080.

*Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW **43.09.285**.*

RCW 39.04.190**Purchase contract process—Other than formal sealed bidding.**

(1) This section provides a uniform process to award contracts for the purchase of any materials, equipment, supplies, or services by those municipalities that are authorized to use this process in lieu of the requirements for formal sealed bidding. The state statutes governing a specific type of municipality shall establish the maximum dollar thresholds of the contracts that can be awarded under this process, and may include other matters concerning the awarding of contracts for purchases, for the municipality.

(2) At least twice per year, the municipality shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of vendor lists and solicit the names of vendors for the lists. Municipalities shall by resolution establish a procedure for securing telephone or written quotations, or both, from at least three different vendors whenever possible to assure that a competitive price is established and for awarding the contracts for the purchase of any materials, equipment, supplies, or services to the lowest responsible bidder as defined in chapter 39.26 RCW. Immediately after the award is made, the bid quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry. A contract awarded pursuant to this section need not be advertised.

[2015 c 79 § 4; 1993 c 198 § 2; 1991 c 363 § 110.]

NOTES:

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

RCW 39.04.280**Competitive bidding requirements—Exemptions.**

This section provides uniform exemptions to competitive bidding requirements utilized by municipalities when awarding contracts for public works and contracts for purchases. The statutes governing a specific type of municipality may also include other exemptions from competitive bidding requirements. The purpose of this section is to supplement and not to limit the current powers of any municipality to provide exemptions from competitive bidding requirements.

(1) Competitive bidding requirements may be waived by the governing body of the municipality for:

- (a) Purchases that are clearly and legitimately limited to a single source of supply;
- (b) Purchases involving special facilities or market conditions;
- (c) Purchases in the event of an emergency;
- (d) Purchases of insurance or bonds; and
- (e) Public works in the event of an emergency.

(2)(a) The waiver of competitive bidding requirements under subsection (1) of this section may be by resolution or by the terms of written policies adopted by the municipality, at the option of the governing body of the municipality. If the governing body elects to waive competitive bidding requirements by the terms of written policies adopted by the municipality, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.

If a resolution is adopted by a governing body to waive competitive bidding requirements under (b) of this subsection, the resolution must recite the factual basis for the exception. This subsection (2)(a) does not apply in the event of an emergency.

(b) If an emergency exists, the person or persons designated by the governing body of the municipality to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract.

(3) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

[1998 c 278 § 1.]



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

REQUESTED MEETING DATE:

01/12/16

AGENDA REQUEST FORM

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

Agenda Item #: 25

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:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
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| <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: <u>General Administration</u>	DIVISION (if applicable): <u>n/a</u>
OFFICIAL NAME & TITLE: <u>Paul T. Plakinger, Management & Fiscal Analyst</u>	PHONE / EXT: <u>x2243</u>
SIGNATURE: <u>PTP</u>	DATE: <u>December 31, 2015</u>
NARRATIVE OF REQUEST	
<p>Consider adopting the attached resolution regarding fiscal year 2015 budget category transfers.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Adopt Resolution 2016-003 authorizing fy2015 budget category transfers</p>	



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

REQUESTED MEETING DATE:

1/12/2016

AGENDA REQUEST FORM

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

Agenda Item #: 26

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:

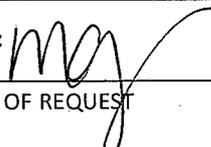
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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <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: Commissioners Office DIVISION (if applicable):

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

SIGNATURE:  DATE: 12/30/2015

NARRATIVE OF REQUEST

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

Approve Contract for Technical Services with the Pacific County Economic Development Council in the amount of \$5,000, subject to adequate budget appropriations

Name of Contractor: PC Economic Development Council

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

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):

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 001____,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:

CONTRACT FOR TECHNICAL SERVICES

Between

Pacific County

and the

Pacific County Economic Development Council

THIS CONTRACT is entered into this _____ day of _____, 2016, by the County of Pacific, hereinafter referred to as the "County", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

WITNESSETH:

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the County is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the County desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the County;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the County inquiries from businesses and industries indicating an interest in locating in the vicinity of the County and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the County in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the County may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the County's service area for location or expansion.
2. Period of Performance. The services of the EDC are to commence on the 1st day of January, 2016, and terminate on the 31st day of December, 2016. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.

3. Compensation and Method of Payment. The County shall reimburse the EDC for the services as follows:
 - a. The total contract price for the period specified in paragraph 2 shall be \$5,000.00
 - b. \$5,000 to be paid in two installments, \$2,500 due March 31, 2015, and \$2,500 due September 30, 2015.
 - c. The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the County as are requested.
4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.
5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 600 Washington Ave., Raymond, WA 98577 and the County of Pacific, P.O. Box 187, South Bend, WA 98586.
6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.
7. Liability. The EDC shall hold the County and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this Contract.
8. Debarment Certification. The EDC hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the EDC from securing federal or state funds shall be cause for immediate termination of this Contract by the County.
9. Subcontracting. The Contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.
10. Integrated Document. This Contract embodies the contract, terms and conditions between the County and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.
11. INDEMNIFICATION/HOLD HARMLESS
 - a. Indemnification by EDC. To the fullest extent permitted by law, the EDC agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the EDC, its employees, agents or volunteers or EDC's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the EDC'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the EDC shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the EDC shall not be

limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the EDC hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the EDC are a material inducement to COUNTY to enter into the Contract, are reflected in the EDC's compensation, and have been mutually negotiated by the parties.

- b. Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of EDC's indemnity obligations under the Contract.
- c. Survival of EDC's Indemnity Obligations. The EDC agrees all EDC's indemnity obligations shall survive the completion, expiration or termination of this Contract.

12. INSURANCE

Without limiting the EDC'S indemnification of COUNTY, and prior to commencement of this Contract, EDC shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- a. General Liability Insurance. EDC shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. Professional Liability (Errors & Omissions) Insurance. EDC shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and EDC agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. Workers' Compensation Insurance. EDC shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- d. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow EDC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. EDC hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The EDC must name the COUNTY as an additional insured. The EDC agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that EDC's liability insurance policy shall so state.

13. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

- a. Disputes. Differences between the EDC and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due EDC shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.
- b. Choice of Law, Jurisdiction and Venue. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- c. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

14. PUBLIC RECORDS ACT

This Contract and all public records associated with this Contract shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the EDC are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the EDC agrees to make them promptly available to the COUNTY. If the EDC considers any portion of any record provided to the COUNTY under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the EDC shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the EDC and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the EDC (a) of the request and (b) of the date that such information will be released to the requester unless the EDC obtains a court

order to enjoin that disclosure pursuant to RCW 42.56.540. If the EDC fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the EDC to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the EDC for releasing records not clearly identified by the EDC as confidential or proprietary. The COUNTY shall not be liable to the EDC for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

EDC agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the EDC relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

PACIFIC COUNTY ECONOMIC
DEVELOPMENT COUNCIL

Steve Rogers, Chairman

President

Frank Wolfe, Commissioner

Treasurer

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

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.