

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

**Tuesday, February 23, 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*)

### **CONSENT AGENDA (Item A)**

- A) Approve regular meeting minutes of January 26 and February 9, 2016

### **CLOSE MEETING**

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

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

1

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, January 26, 2016**

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

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE:**

Frank Wolfe, Chairman  
Lisa Ayers, Commissioner  
Steve Rogers, 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  
Tim Crose, Community Development Asst. Director  
Eric Weston, Chief Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Gerry Amacher  
Bradley Huson  
Greg Rogers  
Sydney Stevens  
Tucker Wachsmuth  
Cyndy Hayward

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

**PUBLIC COMMENT - None**

It was moved by Rogers, 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 - \$60**  
**Royal Heights Transfer Station - \$5,380.20**  
**WA State Department of Ecology - \$128**  
**SCS Engineers - \$4,023.40**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Frank Wolfe, Chairman

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Lisa Ayers, Commissioner

ATTEST:

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Marie Guernsey  
Clerk of the Board

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Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, February 9, 2016**

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

**CALL TO ORDER – 9:00 AM**

**ATTENDANCE:**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Scott McDougall, Emergency Management Deputy Director  
Eric Weston, Chief Deputy Prosecutor

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

**Approve regular meeting minutes of January 12, 2016**

**Approve Rainbow Valley Landfill Vouchers:**

**City of Raymond - \$3,160**

**Dragon Analytical Laboratory - \$4,154**

**Broadband Environmental Services - \$750**

**PUD #2 - \$59.78**

**Royal Heights Transfer Station - \$6,348**

**MEETING CLOSED – 9:01AM**

**SIGNATURE BLOCK ON THE FOLLOWING PAGE**

PACIFIC COUNTY, WASHINGTON  
LOCAL BOARD OF HEALTH  
JOURNAL #35

PACIFIC COUNTY  
LOCAL BOARD OF HEALTH

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Frank Wolfe, Chairman

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Lisa Ayers, Commissioner

ATTEST:

---

Marie Guernsey  
Clerk of the Board

---

Steve Rogers, Commissioner

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

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

**February 23, 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.

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

10:00 AM Ordinance No. 177 Procedures for Processing Land Use Development Applications

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

10:30 AM Regular Community Development monthly workshop  
1:00 PM Workshop w/ Not a Ban a Better Plan

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**Call to Order**

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

**YEARS OF SERVICE AWARDS**

**20 Years:** Stephanie Fritts (E911)

**CONSENT AGENDA (Items 1-7)**

**Department of Public Works**

1) Approve removal of inventory items

**Health & Human Services Department**

2) Notice of successful completion of six month probation for Carlyne Perez  
3) Approve Amendment #7 to Contract #2011-13 BBBS with Big Brothers Big Sisters of SW Washington

**Boards and Commissions**

4) Approve the reappointment of Bill Kennedy, Jim Sayce, and Stan Smith to the Planning Commission

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

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

**General Business**

- 5) Approve transfer and disposal of inventory items for the Assessor's Office, Fair, Jail, Public Works and the Treasurer's Office
- 6) Vendor Claims:  
Warrants Numbered 130907 thru 131019 - \$262,856.70
- 7) Approve regular meeting minutes of January 26 and February 9, 2016

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 8) Consider approval of Special Use Agreement with Alisha Elliot for use of Chinook County Park; authorize Chair to sign

**ITEMS REGARDING COUNTY FAIR**

- 9) Consider approval of Winter Storage Rental Agreement with Steven Moffitt; authorize Chair to sign
- 10) Consider approval of Special Event Use Agreement with Shelly Flemetis; authorize Chair to sign

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 11) Consider approval of request to increase Amber Bunker, Public Health Nurse to 0.7 FTE
- 12) Consider approval of 2016 Millage Mini Grants with Boys & Girls Club, Coast Rehab Inc., National Alliance on Mental Illness (NAMI), Peninsula Poverty Response, Raymond School District, South Bend Early Learning Center, Teen Advocacy Coalition, and Wahkiakum County

**ITEMS REGARDING SHERIFF'S OFFICE**

- 13) Consider approval of request for Family Medical Leave for a qualifying event and authorize Leave Credit Transfers

**ITEMS REGARDING GENERAL BUSINESS**

- 14) Consider adoption of Resolution 2016-005 authorizing an increase to the Line of Credit
- 15) Consider adoption of Resolution 2016-006 regarding certification of fy2015 inventory
- 16) Consider approval of South District Court Judge Pro-Tem Bonds for Heidi Heywood and Janet Anderson
- 17) Consider approval of Franchise Agreement with Falcon Community Ventures I, LP (Charter Communications)

**EXECUTIVE SESSION**

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

**PUBLIC HEARING – 10:00AM**

- 19) Consider adoption of Ordinance No. 177 Procedures for Processing Land Use Development Applications

*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.*

2/23/16 EOCB mtg  
⑤

***Years of Service Report*** February 2016

***Total Years of Service***

<b><i>Employee Name</i></b>	<b><i>Date of Hire</i></b>	<b><i>Calculation Date</i></b>	<b><i>ID Number</i></b>
Stephanie Fritts	2/21/1996	2/1/1996	FRITS

Attila C: Lisa — KB



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:  
2/23/2016

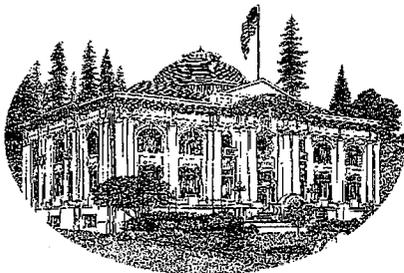
### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
		Agenda Item #: <u>1</u>		
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____	Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____			<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			<input type="checkbox"/> Legal Required
<input type="checkbox"/> OTHER: _____				
<b>DISTRIBUTION LIST:</b>				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> 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):
OFFICIAL NAME & TITLE: Andi Harland, Accounting Manager	PHONE / EXT:
SIGNATURE:	DATE: 2/16/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve deletion of inventory items as listed on attached memo, in accordance with Personal Property Inventory Procedures	



PACIFIC COUNTY COURTHOUSE  
NATIONAL HISTORIC SITE

# COUNTY OF PACIFIC

## Department of Public Works

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

Email: aharland@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

RECEIVED  
PACIFIC COUNTY

FEB 11 2016

DATE: February 11, 2016

TO: Pacific County Board of County Commissioners

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

FROM: Andi Harland, DPW Accounting Manager

RE: 2015 Fixed Asset Inventory Deletions  
Funds 104, 108, 502, 403, 001.311, 001.312, 001.313, 001.314

I request that the following fixed asset items be deleted from the inventory:

<u>OBSOLETE/JUNKED OR DESTROYED ITEMS</u>	<u>Equip #</u>	<u>Fund</u>	<u>Inventory Amount</u>
B&D Vacuum (Naselle Shop)	L10	502 (104)	304.74
Snap-On Battery Charger	L86	502 (104)	311.17
Dyna Clean Parts Cleaner	L111	502 (104)	633.49
Jet JSV Weld Bench	L114	502 (104)	328.79
AVR Meter with Stand	L119	502 (104)	1,365.72
Alkota Pressure Washer	L128	502 (104)	3,664.12
Coast Wheel Balancer	L133	502 (104)	3,519.67
300Amp Lincoln Welder	R15	502 (104)	258.00
Baldor Bench Grinder	R17	502 (104)	84.68
Jet Lath Model 1204P	R67	502 (104)	5,414.79
Exhaust Fan	R73	502 (1040)	597.21
Opti Plex Minitower	E573	104	1,061.69
(2) Opti Plex Minitower	N122,R143	104	1,764.02
Tilt Prism	E337-338	104	5,188.13
Topcon Self Leveling Laser	E558	104	1,398.27
Spreader Boxes		104	1,824.10
300 Gallon Spray Tank		104	6,337.14
Molboard Asphalt Cutter	R96	104	2,020.18
Distributor Clean Out Box		104	930.58
 <u>SURPLUSED OR SOLD VEHICLES/EQUIP</u>			
1996 Jeep Cherokee (Transfer to Pros. Atty)	005	502 (104)	22,560.16
2000 Chev Crew Cab Pick Up	087	502 (104)	24,277.65
2008 Ford Expedition	932	502 (104)	30,475.24
1999 Chev Silverado Pick-up	982	502 (104)	22,354.89
2006 Ford Ranger Pick-up	989	502 (104)	16,101.74
2002 Chev Tahoe	S159	502 (800)	31,096.53
2008 Ford Crown Victoria (Sold to Veg Mgt)	S179	502 (800)	28,506.60
1997 John Deer 200L Excavator	258	502 (104)	166,751.84
2004 John Deere 30000 Excavator	259	502 (104)	124,415.12



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 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

February 23, 2016

### AGENDA REQUEST FORM

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

Agenda Item #: 2

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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 Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 2/16/16
NARRATIVE OF REQUEST Request the Board approve and recognize the successful completion of Carolyne Perez's probationary period for the position of Administrative Assistant II effective February 18, 2016. She will convert to regular part time status and qualify for regular payroll periods as of March 1, 2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Notice of successful completion of six month probation for Carolyne Perez	



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

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 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

2/23/14

**AGENDA REQUEST FORM**

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

Agenda Item #: 3

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

Review  Clerk of the Board

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  Risk Mgmt

OTHER: \_\_\_\_\_  Legal Required

**DISTRIBUTION LIST:**

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

**AGENDA ITEM REQUEST**

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: 2/17/2016

**NARRATIVE OF REQUEST**

Requesting approval and signature of amendment #7 to contract #2011-13 BBBS with Big Brothers Big Sisters of SW Washington. Amendment #7 adds funding for the current time period and updates contract language to comply with Pacific County's new standard contract language (around liability, public records, etc.). The BBBS contract is funded out a combination of 4 sources- DBHR Partnership for Success Funds for South County direct services, Drug Free Communities Grant for South County Indirect services, Millage for north county school based mentoring, and DBHR Community Based Marijuana Funds for community based mentoring in north county. The first three funding sources/programs have been established in Pacific County for several years. The 4<sup>th</sup> funding source (DBHR Community Based Marijuana Funds) were recently awarded as part of a competitive grant process and will allow us to expand mentoring in north county to include community based services. While each funding source is on a different fiscal year (as noted in the budget) this contract will go through the end of December 2016. Please contact me at ex 2648 with any questions. Thank you!

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

Approve Amendment #7 to Contract #2011-13 BBBS with Big Brothers Big Sisters of SW Washington

Name of Contractor: Big Brothers Big Sisters of SW Washington

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):  
2011-13 BBBS- Amendment #7

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):

BBBS is sole source as they are the only mentoring program listed on our approved best practice list for 2 of the funding sources.

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

TOTAL TAX: 0

TOTAL SHIPPING/HANDLING: 0

EXPENDITURE FUND #: 118 .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 # DFC 2011-13 BBBS**

Big Brothers Big Sisters

2011-13

**AMENDMENT #7**

**PURPOSE OF THE CHANGE:** To amend the contract between **Big Brothers Big Sisters of Southwest Washington** and **Pacific County**.

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

1. Extends the life of the contract through December 30, 2016.
2. Exhibit B- Budget Amendment #6 is replaced in its entirety by Exhibit B- Amendment #7
3. Adds and updates the following language:

**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 CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR 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 CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR 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 CONTRACTOR 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.

**OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled,

made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

## **INDEMNIFICATION/HOLD HARMLESS**

- 1. Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, its employees, agents or volunteers or CONTRACTOR'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 CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR'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 CONTRACTOR's indemnity obligations under the Contract.
- 3. Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

## **INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR 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.

- 1. General Liability Insurance.** CONTRACTOR 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.
- 2. Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR 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 CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

3. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
4. **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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR 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 CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

#### **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.

1. **Disputes.** Differences between the CONTRACTOR 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 CONTRACTOR 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.**
2. **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.

3. **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.

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

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

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

**CONTRACTOR  
Big Brothers Big Sisters of SW Washington**

\_\_\_\_\_  
Frank Wolfe, Chairman

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Steve Rogers, Commissioner

**Attest**

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

**Contract #DFC 2011-13 BBBS**  
**Exhibit A- Budget**  
**Amendment #7**

Who	Service	Funding Source	Funding Period		Amount-Amendment #7
			Start	End	
North County	School Based Mentoring	Millage	January 1, 2016	December 31, 2016	\$ 10,000.00
North County	Community Based Mentoring	DBHR- Community Based Marijauna Funds	January 1, 2016	June 30, 2016	\$ 10,000.00
Ocean Beach School District	Mentoring- direct services	DBHR- PFS	January 1, 2016	June 30, 2016	\$ 16,000.00
Ocean Beach School District	Volunteer recruitment	Drug Free Communities	October 1, 2015	September 30, 2016	\$ 10,000.00
<b>Total</b>					<b>\$ 46,000.00</b>



REQUESTED MEETING DATE:

2/23/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 4

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

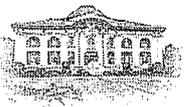
**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |   |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <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: Commissioners Office	DIVISION (if applicable): Bds/Coms
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/9/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the reappointment of Bill Kennedy, Jim Sayce, and Stan Smith to the Planning Commission	



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

REQUESTED MEETING DATE:  
2/23/16

### AGENDA REQUEST FORM

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

Agenda Item#: 5

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 for Various Depts/Offices	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan	PHONE / EXT:
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 2/16/16
NARRATIVE OF REQUEST  Confirm attached inventory disposals and transfers for Department of Public Works (Andy Seaman submitted on behalf of other departments/offices) and the Treasurer's Office. These changes will be reflected on 2016 inventory.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Approve transfer and disposal of inventory items for the Assessor's Office, Fair, Jail, Public Works and the Treasurer's Office	

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

\* Andy Seaman @ DFW Comp Svcs

FIXED ASSET ID NUMBER: 2999	DEPT/OFFICE: ASR <span style="float: right;">submitted KB</span>
EQUIPMENT DESCRIPTION: Dell Computer	LOCATION: SB
MODEL NUMBER: Optiplex 960	SERIAL NUMBER: 7SWVGK1

IS THIS EQUIPMENT STILL FUNCTIONING?     YES     NO

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

## DISPOSAL

DISPOSAL DATE: 2-3-2016	HOW DISPOSED: Transfer to Pacific County Fair
REASON FOR DISPOSAL: Obsolete	
IF SOLD, AMOUNT RECEIVED:	NAME OF PURCHASER:

## TRANSFER

TRANSFER DATE: 2-3-2016	
TRANSFERRED FROM (DEPT/OFFICE): ASR	TO (DEPT/OFFICE): Pacific County Fair

**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.) | RECEIVED<br>PACIFIC 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.  | FEB - 3 2016  |
| 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?   | GENERAL ADMINISTRATION<br>PROPERTY CONTROL DIVISION |
| Other Dept:    | Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use by another department?  |   |
| Date Disposed: | The date the BOCC approved disposal of this equipment   |   |
| How Disposed:  | Surplused, discarded, traded-in, transferred to another department, etc   |   |
| Amount Rec'd:  | Leave this section black. If disposal of equipment generates revenue, report to Administration the amount received once the process is completed.                             |   |
| Purchaser:     | If equipment is sold, list the name of the person and/or organization that purchased the equipment.   |   |
| Why Disposed:  | Outdated, nonfunctional, replaced, etc.   |   |

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

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

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

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

\*Andy Seaman @ DPW Comp Svcs

FIXED ASSET ID NUMBER: <u>PCS 2233</u>	DEPT/OFFICE: <u>PCS</u>	<i>Submitted -KB</i>
EQUIPMENT DESCRIPTION: <u>Dell Computer</u>	LOCATION: <u>SB</u>	
MODEL NUMBER: <u>GX7010</u>	SERIAL NUMBER: <u>BSNP7V1</u>	

IS THIS EQUIPMENT STILL FUNCTIONING?     YES     NO

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

## DISPOSAL

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

## TRANSFER

TRANSFER DATE: <u>2-2-16</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>PCS</u>	TO (DEPT/OFFICE): <u>PCS Jail</u>

**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.   |

RECEIVED  
PACIFIC COUNTY

FEB - 3 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

<p>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.</p> <p style="text-align: center;">_____ Clerk of the Board</p>
---

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

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

ATTACHMENT #4

\* Andy Seaman @ DFWS Comp Svcs

FIXED ASSET ID NUMBER: <u>2898</u>	DEPT/OFFICE: <u>HTH</u>	<i>submitted - KB</i>
EQUIPMENT DESCRIPTION: <u>Dell Laptop</u>	LOCATION: <u>SB</u>	
MODEL NUMBER: <u>Precision M6300/2.5c2</u>	SERIAL NUMBER: <u>GZQ5TG1</u>	

IS THIS EQUIPMENT STILL FUNCTIONING?     YES     NO

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

## DISPOSAL

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

## TRANSFER

TRANSFER DATE: <u>1-1-16</u>	
TRANSFERRED FROM (DEPT/OFFICE): <u>HTH</u>	TO (DEPT/OFFICE): <u>RDS Flood</u>

**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.   |

RECEIVED  
PACIFIC COUNTY

FEB - 3 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

# PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM

## ATTACHMENT #4

FIXED ASSET ID NUMBER: 2954	DEPT/OFFICE: WSU
EQUIPMENT DESCRIPTION: Dell Computer	LOCATION: LB
MODEL NUMBER: GX960	SERIAL NUMBER: B4C96J1

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

### DISPOSAL

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

### TRANSFER

TRANSFER DATE: 1-20-16	
TRANSFERRED FROM (DEPT/OFFICE): WSU	TO (DEPT/OFFICE): HTH

**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: Surplus, 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.

RECEIVED  
PACIFIC COUNTY

FEB - 3 2016

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

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

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

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

**Pacific County Treasurer**

# Memo

RECEIVED  
PACIFIC COUNTY

**FEB - 8 2016**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS

**To:** Kelli Buchanan, General Administration



**From:** Shelly Flemetis, Chief Treasury Investment Officer

**cc:** Renee Goodin, Treasurer

**Date:** February 5, 2016

**Re:** Inventory

---

In regards to the Pacific County Treasurer Office Inventory List:

#1480 Cash Register Check Printer NCR Disposed of broken  
#1478 Cash Register NCR Disposed of broken  
#2544 Epson Receipt Printer Disposed of broken

The following doesn't need to be on the inventory list:

#2080 Chair  
#2193 Chair  
#2194 Chair  
#2264 Chair  
#2859 Imaging Software  
#2732 IntelliFax 2800  
#2155 Typewriter, Nakajima

#3085 Dell Vostro 430 transferred to Central Services and replaced with #3087  
#3086 Transferred to Central Services

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, February 23, 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

130907 thru 131019 \$ 262,856.70

Warrants Dated: February 12, 2016

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 #52

7

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, January 26, 2016**

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

**CALLED TO ORDER – 9:01 AM**

**ATTENDANCE:**

Frank Wolfe, Chairman  
Lisa Ayers, Commissioner  
Steve Rogers, 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  
Tim Crose, Community Development Asst. Director  
Eric Weston, Chief Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE**

Gerry Amacher  
Bradley Huson  
Greg Rogers  
Sydney Stevens  
Tucker Wachsmuth  
Cyndy Hayward

**PUBLIC COMMENT**

Bradley Huson and Cyndy Hayward spoke regarding the Oysterville Design Review/Board.

Chairman Wolfe noted that Section 20 of Ordinance No. 162 pertaining to the Oysterville Historic District and design review remains in effect until changed.

Chairman Wolfe read into the record a thank you letter received from the Ocean Park Food Bank regarding the donations provided to them during Pacific County's food bowl.

**YEARS OF SERVICE**

5 Years: Scott Johnson (Sheriff's Office)  
20 Years: Angie Gilbert (Superior Court)  
35 Years: Doug Goelz (South District Court)

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**CONSENT AGENDA**

Commissioner Ayers requested that Consent Agenda item #4 (Amendment #1 to Contract #1563-43868) be removed for action later in the meeting.

**CONSENT AGENDA (Items 2-3, 5-12)**

It was moved by Ayers, seconded by Rogers 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 Amendment No. D to the WA State Military Department Agreement for Disaster No. FEMA 1734-DR-WA pertaining to the 2007 Storm Event**

**Department of Community Development**

**Acknowledge completion of six month probation for Stacy Friscia, Environmental Health Specialist**

**Health & Human Services Department**

**Acknowledge completion of six month probation for Carly Castaneda and Vinessa Karnofski; approve Vinessa's reduction in FTE to 0.85 FTE, effective February 1, 2016**

**Approve hire of Gracie Manlow, Human Services Program Specialist, effective January 21, 2016, Grade 13 Step1, 1.0 FTE**

**Boards and Commissions**

**Approve the reappointment of Peninsula Sanitation, representing the Solid Waste Industry, to the Solid Waste Advisory Council**

**General Business**

**Approve transfer of three computer workstations from North District Court to Computer Services**

**Approve disposal of Prosecutor inventory items as listed on memo dated January 8, 2016 and disposal forms as provided; approve transfer of computer workstation to Computer Services**

**Approve transfers and disposals of inventory items for the Assessor, Auditor, Clerk, Community Development and South District Court**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**Vendor Claims:**

**Warrants Numbered 130489 thru 130640 - \$241,915.54**

**Approve amended meeting minutes of December 22, 2015**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve the following parameters pertaining to the future amendment of Ordinance 162 Section 20-Oysterville Design Review with the formal process to begin in 2017; 1) Change the review authority for Major and Minor construction from the Oysterville Design Review Board to a Hearings Examiner; 2) eliminate Administrative Review; and 3) change County's responsibility to Major and Minor construction activities**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve the purchase two Dell Latitude laptops and carrying cases from state bid in an amount not to exceed \$3,016.08, including taxes, subject to adequate budget appropriations**

**ITEMS REGARDING COUNTY FAIR**

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

**Approve Agreement #K1869 in the amount of \$4,250 with State of WA Department of Agriculture Fairs Program for handwashing stations and authorize Chair to sign**

**ITEMS REGARDING VEGETATION MANAGEMENT**

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

**Approve purchase of a 2016 Ford F-550 Cab & Chassis from state bid in the amount of \$44,381.34 including sales tax, subject to adequate budget appropriations (due to the F-550 not being available, a F-450 was purchased in the amount of \$44,892.52)**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING GENERAL BUSINESS**

Consider approval of request for exception to Travel and Expense Policy-  
**DEFERRED** to later in the meeting

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

**Authorize the issuance of a Department Account credit card for General Administration with a credit limit of \$2,500, in accordance with the Credit Card Policy**

**Approve Intergovernmental Agreement with Health & Human Services Department to provide housing services in the amount of \$44,542, subject to adequate budget appropriations**

**Approve Contract for Services with Peninsula Poverty Response Team to provide housing related services in the amount of \$7,000, subject to adequate budget appropriations**

**Approve Intergovernmental Agreement with the Port of Chinook pertaining to two short term loans totaling \$150,000**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve Special Event Use Agreement for use of Morehead Park by Lewis & Clark College on February 13-14, 2016 and authorize Chair to sign**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve the 2016 Contract for Services with Coastal Community Action Program in the amount of \$99,000 to provide low income housing services, subject to adequate budget appropriations**

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

**Vendor Claims, Warrants numbered 130641 thru 130725 in the amount of \$139,720.75, subject to adequate budget appropriations**

**RECESS – 9:22AM**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**EXECUTIVE SESSION**

9:30AM for 15 minutes; extended for 10 minutes to 9:55AM

ATTEND: Commissioner Wolfe, Commissioner Ayers, Commissioner Rogers, Civil Deputy Prosecutor Eric Weston and County Administrative Officer Kathy Spoor  
RCW 42.30.110 (1) (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation

**PUBLIC HEARING**

At approximately 10:00am, Chairman Wolfe opened the Public hearing to review the closeout of the Chinook Water District's planning only grant which was funded by the Community Development Block Grant (CDBG).

Paul Plakinger was sworn in and provided an overview of the grant.

Chairman Wolfe closed the public hearing. No action was required by the Board

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Amendment #1 to Contract #1563-43868 with Department of Social & Health Services, subject to mutual agreement of amendment dates and authorize Chair to sign**

**ITEMS REGARDING GENERAL BUSINESS**

Consider approval of request for exception to Travel and Expense Policy-**DEFERRED** to February 23, 2016

**MEETING CLOSED – 10:05AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Frank Wolfe, Chairman

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

ATTEST:

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

\_\_\_\_\_  
Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**OTHER BUSINESS FOR FILING**

Copy of letter mailed to Island County Board of Commissioners regarding interpretation of RCW 36.32.200.

MEMO from Prosecutor Mark McClain regarding annual examination of bonds. (All bonds are up-to-date with the exception of Nancy McAllister. However, the district courts indicated they do not use her services as Judge Pro-Tem)

MEMO from Wayne Leonard, Juvenile Court Administrator, regarding 4<sup>th</sup> Quarter Juvenile Detention Report for 2015.

Letter from Jaime Herrera Beutler regarding letter received from Department of Public Works employee, Tom Browning.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**PROCEEDINGS**

**9:00 AM**  
**Tuesday, February 9, 2016**

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

**CALLED TO ORDER – 9:01 AM**

**ATTENDANCE:**

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

Marie Guernsey, Clerk of the Board  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Scott McDougall, Emergency Management Deputy Director  
Eric Weston, Chief Deputy Prosecutor

**GENERAL PUBLIC IN ATTENDANCE - None**

**CONSENT AGENDA (Items 1-6)**

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

**Department of Public Works**

**Approve continuation of bonds for the following; Hampton Affiliates – Road  
Haul Permit No. 2016-2, Rayonier – Road Haul Permit No. 2016-9,  
Weyerhaeuser Columbia Timberlands – Road Haul Permit No. 2016-10,  
TC&I Chinook Log Corp. c/o The Campbell Group LLC – Road Haul  
Permit No. 2016-7, Sierra Pacific Industries – Road Haul Permit  
No. 2016-11, and Abston Hendricksen Land & Timber Co. – Road Haul  
Permit No. 2016-8**

**Approve Amended Exhibit A to the Communications Facility Use  
Agreement No. C130034GSC with WA State Patrol**

**General Business**

**Approve transfer and disposal of inventory items for South District Court,  
WSU Extension, General Administration and the Commissioners' Office**

**Vendor Claims:**

**Warrants Numbered 130726 thru 130809 - \$199,385.27**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**Approve January, 2016 payroll: total employees – 175;  
total payroll – \$712,427.74**

**Approve regular meeting minutes of January 12, 2016**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve request to issue Call for Bids for the 2016 Chip Seal Program  
and assign the bid opening for march 3, 2016 and award of the contract  
at the meeting of March 8, 2016**

**Approve additional computer workstation for the Facilities Maintenance  
Department, subject to adequate budget appropriations**

**Approve request to publish Notice of Sale of Surplus Property in accordance  
with Chapter 36.34 RCW pertaining to the Milne Rock Pit and authorize a  
public hearing to be held at 10:00Am or as soon thereafter as possible on  
Tuesday, March 8, 2016**

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Approve Training letter of Agreement with Hazelden Publishing for school  
based alcohol prevention curriculum and authorize Director to sign**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Award RFP for Continuity of Operations/Continuity of Government  
Planning to BOLDPlanning and approve Professional Services Agreement  
for the planning, subject to approval of contract language by Prosecutor's  
Office**

**Confirm Sheriff's signature on the Professional Services Agreement with  
Willapa Behavioral Health to provide a school and community based  
prevention consultant**

**Approve purchase of radio repeater for the jail in an amount not to exceed  
\$3,000, including shipping/handling and sales tax, subject to adequate budget  
appropriations and any excess will be absorbed in the Sheriff's existing  
operating budget**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING VEGETATION MANAGEMENT**

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

**Confirm Director's signature on Master Contract Usage Agreement #K3659 with WA Department of Enterprise Services**

**ITEMS REGARDING BOARDS AND COMMISSIONS**

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

**Adopt Resolution 2016-004 establishing regular meetings dates/times for the Pacific County Noxious Weed Board**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve the temporary increase of James Worlton to 1.0 FTE for the month of March, 2016, and further authorize his sick leave and vacation accruals to reflect the increase, subject to adequate budget appropriations**

**Approve the Intergovernmental Cooperation Agreement with Pacific Conservation District pertaining to conservation management practices in the amount of \$7,500 for fiscal year 2016, subject to adequate budget appropriations**

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Authorize sixty (60) month lease of copier from Aberdeen Office Equipment in the amount of \$124.09 per month, plus copy charges and authorize Sheriff to sign lease, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Confirm increase of Megan McNelly to 1.0 FTE as included in the adopted fy2016 budget, effective January 1, 2016, subject to adequate budget appropriations**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**ITEMS REGARDING SHERIFF'S OFFICE**

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

**Authorize issuance of request for proposal for inmate health care services to be furnished to the County Jail, subject to adequate budget appropriations**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Vendor Claims, Warrants Numbered 130810 thru 130906 in the amount of \$201,082.20, subject to adequate budget appropriations**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Acknowledge resignation of Building Inspector, Eric Weiberg, effective March 16, 2016, and authorize advertising for vacant position at Grade 12 Step 1, subject to adequate budget appropriations**

**RECESS – 9:15AM**

**EXECUTIVE SESSION**

**9:20AM for ten (10) minutes**

Chapter 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to .....litigation or potential litigation to which the agency, .....

**BACK IN SESSION – 9:38AM**

Chairman Wolfe reconvened the meeting and announced that no decision was made during the executive session.

**MEETING CLOSED – 9:38AM**

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Frank Wolfe, Chairman

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

ATTEST:

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

\_\_\_\_\_  
Steve Rogers, Commissioner

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

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**OTHER BUSINESS FOR FILING**

MEMO from Katie Lindstrom, Health & Human Services Department Deputy Director, dated December 3, 2015, regarding 0.1% Sales Tax Committee Recommendations for 2016-17 Funding.

Letter from Gordon, CEO of Pacific Hardwoods, LLC, dated December 7, 2015 regarding Stormwater issues at the hardwoods mill.

MEMO from Becky Nissell, Assessor's Office Chief Deputy dated December 16, 2015 regarding 2015 Certified Values for 2016 Taxes.

Email from Key McMurry dated December 17, 2015 regarding the South Bay Access Grant.

Copy of letter sent to WA State Liquor Control Board regarding Fat Tuesday Pancake Supper hosted by the Evangelical Lutheran Church of Chinook.

Copy of resignation letter from Chanel Wirkkala, Corrections Officer, effective February 11, 2016.

Copy of Owner's Policy of Title Insurance for county building located at 211 North Commercial Street, Raymond.

Copy of email from [dan@willapabay.com](mailto:dan@willapabay.com) pertaining to Oysterville Sea Farms petition dated February 4, 2016.

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #52

**BOARD WORKSHOPS/MEETINGS HELD – No action taken**

January 11, 2015

Meeting Agenda Review

January 12, 2015

Board of Health/Commissioners Regular Meeting  
Regular Community Development monthly meeting  
Workshop w/ Public Works re: their office  
Joint (Elected/Appointed) Management Meeting  
Regular Prosecutor monthly meeting

January 19, 2015

Workshop re: Mauch's RV  
Departmental Briefings

January 25, 2015

Meeting Agenda review  
Regular Community Development monthly meeting  
Workshop w/ V. Leach re: storage & other issues  
Regular Community Development monthly meeting

January 26, 2015

Board of Health/Commissioners Regular Meeting  
Public Hearing re: Chinook Water District CDBG PO Grant Closeout  
Meet w/ WSU Director J. Kropf



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

REQUESTED MEETING DATE:

2-23/2016

**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: DEPARTMENT OF PUBLIC WORKS	DIVISION (if applicable): PARKS
OFFICIAL NAME & TITLE: PARKS MANAGER	PHONE / EXT: EXT 2288
SIGNATURE:	DATE: 2/10/2016
NARRATIVE OF REQUEST Parks Department requests Board to approve and sign Special Use Agreement with Alisha Elliot for the use of Chinook Park July 4, 2016 for a wedding.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Special Use Agreement with Alisha Elliot for the use of Chinook County Park for a wedding on July 4, 2016 and authorize Chair to sign	

**SPECIAL EVENT USE AGREEMENT  
PACIFIC COUNTY, WASHINGTON**

**THIS AGREEMENT** is made and entered into this 10 day of FEB, 2016, by and between the Pacific County, hereinafter referred to as the "COUNTY", and ALISHA ELLIOTT hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ 0.00 and the other considerations hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: CHINOOK COUNTY PARK

Event Date(s): 07/04/2016

**THE COUNTY AGREES TO:**

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

**THE PERMITTEE AGREES TO:**

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

I hereby request a waiver of the insurance requirements due to the nature of my event.

Request for waiver of the insurance requirements is hereby:

Approved       Denied

THERE WILL BE NO ALCOHOL SERVED.

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, 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 PERMITTEE 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 PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

ALISHA ELLIOTT  
Signature

BRIDE                      02/10/2016  
Title                              Date

PACIFIC COUNTY  
Board of County Commissioners

\_\_\_\_\_  
Chair

ATTEST:

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

### Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

**PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: Phillips and Elliott Wedding

2. Description of event: we plan to stand with our family and friends standing in a circle around us and exchange wedding vows with a minister.

3. Location of event: Chinook County Park

4. Dates of event: 07/04/2016 Hours of operation: ballpark guess. 11:30 am to 2:00 pm

5. Has the event been held previously? nope. Dates: \_\_\_\_\_

6. Estimated attendance: 54 are being invited

7. Name and address of Event Representative: Alisha Elliott 103 Mission Rd. Kelso Wa, 98626

Cell Phone Number: 360-430-6276 Office Number: \_\_\_\_\_

8. Emergency contact name and phone number: Alisha Elliott 360-430-6276



**PACIFIC COUNTY**  
**ALCOHOL USE POLICY FOR FACILITY RENTALS**

No alcohol is allowed in any building or on the grounds of the Pacific County owned property, including the parking areas, without the expressed consent of Pacific County. For those functions where consent has been given, the following rules must be followed:

- Any event where alcohol is available, the LESSEE must provide, at their expense, a licensed server and any legally required special event license. A copy of the license must be provided at least two weeks prior to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the licensed site. All beverages must be served in cans or disposable cups only. Absolutely no glass bottles will be allowed.
- The LESSEE will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to prior to the event. The LESSEE can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The name and contact information for security personnel must be submitted and approved by the County prior to the event. Under no circumstances will security personnel be allowed to consume alcoholic beverages while on duty.
- Keys for the event will not be issued until this information is received and confirmed.

The LESSEE is solely and wholly responsible to ensure that all rules and regulations are followed.

- Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals.

**NO ALCOHOL WILL BE SERVED!**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Chairman

ALISHA ELLIOTT  
Printed Name

ATTEST:

ALISHA ELLIOTT      02/10/16  
Signature                      Date

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

Please check Yes, No or n/a for the following questions	Yes	No	n/a	<b>NOTE:</b> All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?		X		If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		X		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		X		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?		X		If yes, please attach a copy.
Will there be food served?		X		If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling?		X		If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?		X		<b>A copy of the Certificate of Insurance must be attached or the application will not be considered.</b>

asking for an ins waiver



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:  
 2-23-2016

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #:	9
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
<b>DISTRIBUTION LIST:</b>			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DEPARTMENT OF PUBLIC WORKS	DIVISION (if applicable): FAIR
OFFICIAL NAME & TITLE: DOTSI GRAVES, FAIR MANAGER	PHONE / EXT: EXT 2288
SIGNATURE:	DATE: 2-11-2016
<b>NARRATIVE OF REQUEST</b> Fair requests Board approval and Chairman to sign the 2016 Winter Storage Rental Agreement with Steven Moffitt.	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Winter Storage Rental Agreement with Steven Moffitt and authorize Chair to sign	

**PACIFIC COUNTY FAIRGROUNDS  
WINTER STORAGE RENTAL AGREEMENT**

This Storage Rental Agreement is made this 22nd day of ~~November, 2015~~ January, 2014  
by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and

(RENTER)

**STEVEN MOFFITT**

**253-347-9309**

Print Name

Contact Phone #

**3405 22<sup>ND</sup> St SE**

**Puyallup**

**WA**

**98374**

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.

  
RENTER \_\_\_\_\_ DATE

 1/22/16  
COUNTY SIGNATOR \_\_\_\_\_ DATE

LANDLORD:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
CHAIRMAN \_\_\_\_\_ DATE

VEHICLE/EQUIPMENT BEING STORED:

<u>1999</u>	<u>Stingray</u>	<u>20'</u>
Vehicle Year	Vehicle Make	Vehicle Model
_____ Vehicle License, / State	<u>Red</u> Length	Color



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:

2/23/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 10

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          |

RECEIVED  
 PACIFIC COUNTY

FEB 11 2016

**AGENDA ITEM REQUEST**

GENERAL ADMINISTRATION  
 BOARD OF COMMISSIONERS

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: *[Signature]* DATE: FEBRUARY 10, 2016

NARRATIVE OF REQUEST  
 Request authorization, and Chair to sign Agreement, for Shelly Flemetis to use the Fairgrounds June 3-5, 2016, for a graduation celebration.

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

Approve Special Event Use Agreement with Shelly Flemetis for use of the Fairground from June 3-5, 2016 and authorize Chair to sign

**SPECIAL EVENT USE AGREEMENT  
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of February, 2016,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
Shelly Flenetis hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$ \_\_\_\_\_ and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Pacific County Fairgrounds -

Event Date(s): June 3-5, 2016

**THE COUNTY AGREES TO:**

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

**THE PERMITTEE AGREES TO:**

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.

The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

I hereby request a waiver of the insurance requirements due to the nature of my event.

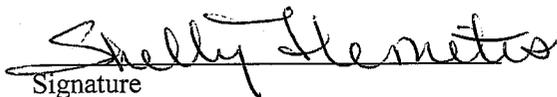
Request for waiver of the insurance requirements is hereby:

Approved                       Denied

7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol ~~will~~ will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.
9. **INDEMNIFICATION/HOLD HARMLESS:** In accepting this Agreement, the PERMITTEE, 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 PERMITTEE 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 PERMITTEE, 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.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
David Burke, Prosecuting Attorney

PACIFIC COUNTY

Board of County Commissioners

\_\_\_\_\_  
Chair

ATTEST:

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

\_\_\_\_\_  
Date

### Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

**PLEASE TYPE OR PRINT CLEARLY IN INK.**

1. Name of event: 2016 Graduation

2. Description of event: graduation party for at least Seth Flemetis with possibility of other graduates

3. Location of event: PC Fair

4. Dates of event: 6/3-5-2016 Hours of operation: After graduation 6/4 until midnight

5. Has the event been held previously? No Dates: \_\_\_\_\_

6. Estimated attendance: 200 people

7. Name and address of Event Representative: Shelly Flemetis  
1707 Neckard Rd, Raymond WA

Cell Phone Number: 360-942-7846 Office Number: 360-875-9421

8. Emergency contact name and phone number: Danice Aust  
360-942-7891 cell

Please check Yes, No or n/a for the following questions	Yes	No	n/a	<b>NOTE:</b> All required documentation must be attached
Will there be alcohol served at the event?		X		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?	X			If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		X		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		X		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?		X		If yes, please attach a copy.
Will there be food served? <i>Not selling</i>	X			If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		X		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling? <i>Paying extra \$50.00 fee</i>	X			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		X		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?	X			<b>A copy of the Certificate of Insurance must be attached or the application will not be considered.</b>

## WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

## SWORN STATEMENT OF COMPLIANCE

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Shelly Flemetis 2/4/2016  
Signature of Applicant/Representative      Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: Shelly Flemetis Contact #: <sup>360</sup> 942-7846

Name: Cathy Southwick Contact #: 808-228-3393

Name: Alisha Southwick Contact #: 808-342-6387

Name: Janice Aust Contact #: 360 942-7891



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:

2/23/16

### AGENDA REQUEST FORM

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

Agenda Item #: 11

BOCC ACTION:  APPROVED  DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review  Clerk of the Board  
 Risk Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

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

#### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary Goelz, Director	PHONE / EXT: 2644
SIGNATURE:	DATE: 2/17/16
NARRATIVE OF REQUEST	
<p>Request the Board approve an increase in the FTE assignment for Amber Bunker, Public Health Nurse from a 0.6 FTE to a 0.7 FTE. She is a Grade 13, step 1. One of the new contracts we will be receiving through the CON CON system from Department of Health will include additional dollars than anticipated. Due to this increase we will be shifting the program assignments and will be in need of additional FTE for the PHN staff. The original grant was in the approved budget. The contract has not been sent from DOH as yet but I have been informed it should be in the next few weeks. Due to a delay in hiring a new PHN there are sufficient funds in the current budget to pay for this increase. Once the contract has been approved we will need to do a supplemental budget request.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
<p>Approve increase of Amber Bunker, Public Health Nurse to 0.7 FTE, effective February 22, 2016, subject to adequate budget appropriations</p>	



Board of Pacific County Commissioners  
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 98586 Phone 360/875.9337 \* Fax 360/875.9335

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 and 4th Tuesday of each  
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:  
 2/23/2016

### AGENDA REQUEST FORM

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

Agenda Item #: 12

BOCC ACTION:     APPROVED                       DENIED

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

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

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

Review     Clerk of the Board  
 Risk Mgmt  
 Legal Required

**DISTRIBUTION LIST:**

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Katie Lindstrom, Deputy Director	PHONE / EXT: 2648
SIGNATURE:	DATE: February 8, 2016
<b>NARRATIVE OF REQUEST</b> Requesting approval and signature of the attached 2016 Millage Mini grants. The millage mini grants are meant to support programs and services for individuals/families with mental health or developmental disability. After releasing the RFP in Sept 2015, the Human Services Advisory Board met in November 2015 to review these applications. Their recommendations for contract are below: *Boys & Girls Club (\$1740) for the Girls Circle Program, *Coast Rehab Inc (\$3600) for social rec for DD clients, *Know & Grow Coalition (\$1000) for early childhood staff retreat, *NAMI (\$2462) for WRAP program, *Peninsula Poverty Response (\$1240) for community poverty training, *Raymond School District (\$500) for group counseling supplies, *South Bend Early Learning Center (\$2000) for Adverse Childhood Experiences training, *Teen Advocacy Coalition (\$1200) for TAC Teen Nights, *Wahkiakum County (\$2208) for experiential ed programming for Naselle youth. Total amount is: \$15,950. Please contact me at ex 2648 with any questions. Thank you!	
<b>RECOMMENDED MOTION</b> <u>To Be Completed by the Clerk/Deputy Clerk of the Board</u> Approve the 2016 Millage Mini Grants with Boys & Girls Club-\$1,740, Coast Rehab Inc.-\$3,600, National Alliance on Mental Illness (NAMI)-\$2,462, Peninsula Poverty Response-\$1,240, Raymond School District-\$500, South Bend Early Learning Center-\$2,000, Teen Advocacy Coalition-\$1,200, and Wahkiakum County-\$2,208; all subject to adequate budget appropriations	

**Contract # Millage-2016 Boys & Girls Club**

THIS AGREEMENT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Pacific County**, hereinafter referred to as "County," and **Boys & Girls Club**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery Millage Mini Grant Program Services as outlined below, and in attachment B- Social Recreation. The effective dates for this agreement shall begin January 1, 2016 and end December 31, 2016. The County and the Agency agree to the terms and conditions set forth in the following provisions:

**1. PAYMENT**

All expenses under this program must be incurred and all program activities complete by December 31, 2016. Payment to the Agency for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. Attachment A- Invoice shall be submitted along with appropriate back up documentation, by the 15<sup>th</sup> of the month following the date of service to the Pacific County Health Department at PO Box 26 South Bend, WA 98585. **Invoices received after January 10, 2017, will not be paid.**

**2. STATEMENT OF WORK**

Program expectations will be completed as outlined in Attachment B-Statement of Work.

**3. BUDGET**

The budget shall be \$1,740.00 for the Girls Circle/Boys Council.

**4. 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 CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR 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 CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR 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 CONTRACTOR relating to is 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.

## 5. **OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

## 6. **INDEMNIFICATION/HOLD HARMLESS**

- a. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, its employees, agents or volunteers or CONTRACTOR'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 CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR'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 CONTRACTOR's indemnity obligations under the Contract.
- c. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR'S Indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 7. **INSURANCE**

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR 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.** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR 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 CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

**8. BACKGROUND CHECKS**

Agency must maintain (and provide proof upon demand), of acceptable completion of a criminal background check (within the past 2 years) for any individual who works or volunteers as part of this program that will have supervised or unsupervised access to vulnerable adults or children.

**9. REPORTING**

Within (3) months of completion of your program, a written or oral report will be submitted and/or presented to the Pacific County Human Services Advisory Council outlining the outcomes from your program.

**10. MODIFICATION**

Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

**11. DEBARMENT**

The CONTRACTOR 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 Agreement/Contract. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of the Agreement/Contract by the COUNTY.

**12. COMPLIANCE WITH LAWS**

Throughout the duration of this Agreement, the CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.

**13. AMENDMENTS**

No provision of this Agreement may be amended or modified except by a further written document signed by the COUNTY and the CONTRACTOR.

14. **ENTIRE AGREEMENT**

This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this AGREEMENT the date(s) so noted below.

AGENCY  
BOYS & GIRLS CLUB

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Wolfe, Chair

\_\_\_\_\_  
Agency Tax Identification Number

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steve Rogers, Commissioner

Pacific County Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
Pacific County Prosecuting Attorney      WSBA#

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

# Exhibit B - 2016 Millage - Boys + Girls Club

## APPLICANT INFORMATION SHEET

Agency applying for funding: Boys & Girls Club of the Long Beach Peninsula

TAX ID Number: 20-3585444

Physical Address: 404 School Rd.

City: Ilwaco

State: WA

Zip: 98631

Mailing Address: PO Box 1172

City: Long Beach

State: WA

Zip: 98624

Phone Number: 360.642.8668

Email: alliebgc@gmail.com

Name and Qualifications of person who will provide the services: Counselors TBD

Name and Qualifications of the person who will be administering the funding:

Allie Friese, Executive Director.

<b>Project Title</b>	Girls Circle/Boys Council
<b>Agency</b>	Boys & Girls Club of the Long Beach Peninsula
<b>Project Summary</b> (Limit responses to space provided)	Facilitators from Willapa Behavioral Health who have completed Girls Circle and Boys Council Trainings will be able to hold two cycles each. Girls Circle and Boys Council will help to improve the lives of children on the peninsula ages 9-18 who may have dealt with, or are still dealing with traumatic, mentally disabling family or home-living situations. These programs are considered a positive experience for prevention and intervention.
<b>Amount Requested</b>	\$1,740

**Narrative (limit to no more than 3 pages total)**

- 1. Purpose and Project Description.** In detail, describe your proposed project from planning stages, implementation, to evaluation. Mention any other agencies or volunteer groups who will be partnering or supporting your effort.

Since we have run Girls Circle in the past, we already know how and where we like the program to run. We would like Boys Council to be exactly the same set up, but on a different day.

Last year, our staff selected a group of fifth grade girls who were seen to be bullying or catty with each other. It's not essential for the group to be fifth graders, but that was the age that most needed the intervention. This year, we would decide as a staff which class most needed Girls Circle (and Boys Council). We then send permission slips home and when we have received them back, we hold a class once a week. The participants and the facilitator get their own space (in our kitchen) where it is quiet and they're able to have discussions.

- 2. Needs Statement:** Describe why your project is needed and show how it supports people with developmental disabilities or promotes mental health in Pacific County.

Aside from the statistics about the important of self-reliance and confidence in adolescents, we have seen first-hand the difference a session of Girls Circle can make with the kids that we see every day. After last year's session, the group of girls that had previously been bullying each other and crying every day were sitting together, helping each other, and positively supporting each other. There is also an obvious group of boys who would benefit from Boys Council, but we couldn't find a facilitator last year (we found one this year already!).

Girls Circle and Boys Council teach participants healthy conflict resolution, healthy coping skills, and how to be introspective in analyzing how they are treating other people. I truly believe every child could benefit from these teachings.

We will partner with Willapa Behavioral Health.

- 3. Project Timeline & Organization:** Please provide an outline and schedule for implementing and organizing this project.

We would like to hold one session of each in both spring and fall of 2016. Each session would be once a week for an hour to an hour and a half, with leftover time available for the facilitator to plan.

- 4. Project Target:** Who is the project's intended targeted audience? How many people will be involved in the project?

The major intended audiences for the implementation of this program are Boys & Girls Club members between the ages of 9 and 13. Each program will allow for the participation of 5 to 10 girls, allowing for an intimate setting for sharing and more tailored discussion. Those involved in the implementation are the two facilitators that will run each program.

5. **Goals & Objectives:** What are the goals and expected outcomes of the project and how will they be measured?

The goals and objectives will be to increase self-confidence and resilience which, in turn, would decrease self-harming behavior, decrease the rate of alcohol use, increase attachment to school, increase positive body image and increase social support. We will measure this goal with a pre- and post- survey (either written or through the evaluation done by facilitators).

6. You will be expected to give an oral presentation or written account of your project. Who will take responsibility for reporting back to the network?

Allie Friese, Executive Director

**BUDGET**

Item Description & Justification	Quantity	Rate	Cost
Staff hourly pay (six weeks each session/two hours each including planning)	4 sessions	\$30/hr	\$1440
T-shirts	30	\$10	300

**Total Amount Requested: \$1,740**

\*If we can't provide the full funding, what is the minimum dollar amount you would need from us in order to still run your project//program? **\$720**

\*We will assume that if we can't fund at least your minimum request, you are not interested in a grant.

**Stating a minimum amount will not hurt your chances of receiving full funding.** In fact, it will improve your chances of receiving at least some funding. If we receive a large number of grant requests, we may decide to partially fund as many projects as we can instead of fully funding just a few. Thanks for your understanding. It is a good idea to keep a copy of your whole application. Good luck to you.



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

**REQUESTED MEETING DATE:**  
2/23/2016

### 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

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

**RECEIVED  
PACIFIC COUNTY**

### AGENDA ITEM REQUEST

**FEB 16 2016**

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):
OFFICIAL NAME & TITLE: Denise L. Rowlett, Chief Deputy	PHONE / EXT: 2293
SIGNATURE: <i>Denise L Rowlett</i>	DATE: 2/12/2016
<b>NARRATIVE OF REQUEST</b> Please consider this notice that there may be a need for FMLA for a Sheriff's Office employee for a qualifying event. It is estimated that vacation/sick leave accruals will be exhausted o/a 3/8/2016 and FMLA will begin 3/9/2016 for up to 12 weeks ending 5/31/2016.  There may also be a need for donated leave of up to 480 hours to be transferred to the employee for the purpose of the FMLA qualifying event.	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b>  Approve request for Family Medical Leave (FMLA) for a qualifying event, effective March 9, 2016 for up to 12 weeks, and authorize Leave Credit Transfers and assign an expiration date of June 30, 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:  
2/23/2016

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED  <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ <input type="checkbox"/> OTHER: _____	Agenda Item #: <u>14</u>  Initial: _____ Date: _____		Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required
<b>DISTRIBUTION LIST:</b>			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 2/10/2016
NARRATIVE OF REQUEST	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Adopt Resolution 2016-_____ authorizing an increase to the Line of Credit from Security State Bank for credit card requests to \$50,000	

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

**RESOLUTION NO. 2016-\_\_\_\_\_**

**IN THE MATTER OF INCREASING PACIFIC COUNTY'S LINE  
OF CREDIT WITH SECURITY STATE BANK**

**WHEREAS**, the Board of Pacific County Commissioners approved a line of credit application for the purpose of issuing individual and department credit cards in conjunction with Pacific County's Credit Card Policy adopted by Resolution 2014-035; and

**WHEREAS**, commercial credit cards provide a convenient and efficient method for procurement of low value goods and services for official county use, and for travel related expenses other than meals, and the commercial charge card is a mechanism that aligns the financial liability to the County and not to the employee; and

**WHEREAS**, there is a need to increase Pacific County's line of credit to \$50,000 in order to fulfill requests for credit cards from Elected Officials and Appointed Department Directors; and

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the County Auditor is directed to provide this resolution along with all other required documentation to Security State Bank to secure the requested line of credit increase;

**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

\_\_\_\_\_  
Frank Wolfe, Chair

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

ATTEST

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

\_\_\_\_\_  
Steve Rogers, Commissioner



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

**REQUESTED MEETING DATE:**  
2/23/16

### 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: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant	PHONE / EXT:
SIGNATURE: <i>Kelli D. Buchanan</i>	DATE: 2/16/16
NARRATIVE OF REQUEST Consider adoption of Resolution No. 2016-____ regarding certification of Fy2015 inventory.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution 2016-006 certifying fy2015 inventory	

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
Pacific County, Washington**

**Resolution No. 2016-\_\_\_\_\_**

**WHEREAS**, RCW 36.32.210 requires that the Board of County Commissioners shall, on the first Monday of March of each year, file with the County Auditor a statement verified by oath showing for the twelve months period ending December 31<sup>st</sup> of the preceding year, a full and complete inventory of all capitalized assets kept in accordance with standards established by the State Auditor; and

**WHEREAS**, a listing of Pacific County's attractive items and capitalized assets as of December 31, 2015, was circulated to all county officers and departmental officials for review and certification; and

**WHEREAS**, the county officers and/or officials of the following offices/departments have reviewed and certified their respective inventories as of December 31, 2015: Assessor, Auditor, Civil Service, Clerk, Commissioners, Community Development, E-911, Emergency Management, Fair, General Administration, Health, Jail, Juvenile, Law Library, North District Court, Prosecuting Attorney, Public Works, Risk Management, Sheriff, South District Court, Superior Court, Tourist Development, Treasurer, Vegetation Management, and WSU Extension (listed as Cooperative Extension); **now, therefore**

**BE IT HEREBY RESOLVED** that the Board of Pacific County Commissioners DO HEREBY VERIFY that they have examined the attached listings of Pacific County's attractive items and capitalized assets as of December 31, 2015, represented as Attachments A, B and C and each incorporated herein by this reference, and find Attachments A, B and C to be correct, as we verily believe. The Clerk of the Board is directed to file Attachment A (final inventory for all operations except those assigned to the Department of Public Works, E-911, Emergency Management, Jail and Sheriff's Office), Attachment B (final inventory from the Department of Public Works) and Attachment C (final inventory from E-911, Emergency Management, Jail, and Sheriff's Office) with the County Auditor by the first Monday of March (3/7/16).

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 the 23<sup>rd</sup> day of February, 2016.

\_\_\_\_\_ YEA; \_\_\_\_\_ NAY; \_\_\_\_\_ ABSTAIN; and \_\_\_\_\_ ABSENT

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Frank Wolfe, Chair

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

ATTEST:

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

\_\_\_\_\_  
Steve Rogers, Commissioner

# 2015 PACIFIC COUNTY INVENTORY

Department	Inventory Amount 12/31/2014	Prior Period Adjustments	Equipment Acquired 2015	Equipment Disposed 2015	Inventory Amount 12/31/2015
<b>CERTIFICATION RECEIVED</b>					
Assessor	58,858.35		9,669.92	4,800.53	63,727.74
Auditor	255,145.80		4,688.39	5,882.01	253,952.18
Civil Service	100.00		0.00	0.00	100.00
Clerk	49,549.84		428.99	2,083.60	47,895.23
Commissioners	17,976.03		2,205.44	3,873.27	16,308.20
Community Development	212,675.00		4,966.37	8,922.14	208,719.23
Fair	49,438.23		0.00	0.00	49,438.23
General Administration	39,615.57		1,278.58	517.07	40,377.08
Health	77,482.63		1,422.41	1,558.45	77,346.59
Juvenile	25,352.18		8,440.93	4,251.32	29,541.79
Law Library	2,725.00		0.00	0.00	2,725.00
North District Court	19,641.37		917.15	4,371.60	16,186.92
Prosecuting Attorney	32,012.57		2,046.73	14,191.43	19,867.87
Risk Management	6,372.54		1,716.27	0.00	8,088.81
South District Court	24,481.57		8,280.00	18,106.86	14,654.71
Superior Court	39,908.80		6,955.51	0.00	46,864.31
Tourist Development	2,500.00		0.00	0.00	2,500.00
Treasurer	81,361.45		1,102.72	4,158.93	78,305.24
Vegetation Management	142,549.45		979.19	0.00	143,528.64
WSU Extension	13,206.01		0.00	1,293.00	11,913.01
<b>Total</b>	<b>\$ 1,150,952.39</b>	<b>\$ -</b>	<b>\$ 55,098.60</b>	<b>\$ 74,010.21</b>	<b>\$ 1,132,040.78</b>



PACIFIC COUNTY COURTHOUSE  
NATIONAL HISTORIC SITE

# COUNTY OF PACIFIC

## Department of Public Works

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

Email: aharland@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: February 11, 2016  
TO: Pacific County Board of County Commissioners  
FROM: Andi Harland, DPW Accounting Manager  
RE: 2015 Fixed Asset Inventory  
Funds 104, 108, 502, 403, 001.311, 001.312, 001.313, 001.314

**OFFICE/DEPARTMENT OFFICIAL'S CERTIFICATION**

I have reviewed my office's/department's personal property inventory as of  
Andi Harland and certify, to the best of my knowledge and  
abilities, that it is correct.

*DPW, Accounting mgr.*

Signature

*2/11/16*

Date



**PACIFIC COUNTY SHERIFF'S OFFICE**

*Sheriff Scott L. Johnson*

300 Memorial Drive, P.O. Box 27, South Bend, WA 98586 | Phone 360.875.9395 | Fax 360.875.9393

**MEMORANDUM**

To: Pacific County Board of Commissioners

From: Denise Rowlett, Chief Deputy *DR*

Date: February 16, 2016

Re: Inventory Certification

---

I have reviewed the Sheriff's Office personal property inventory as of December 31, 2015 and certify, to the best of my knowledge and abilities, that it is correct.

RECEIVED  
PACIFIC COUNTY

**FEB 16 2016**

GENERAL ADMINISTRATION  
BOARD OF COMMISSIONERS



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

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

REQUESTED MEETING DATE:  
2/23/2016

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD																													
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED  <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ <input type="checkbox"/> OTHER: _____	Agenda Item #: <u>16</u>	Initial: _____	Date: _____																										
Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required																													
<b>DISTRIBUTION LIST:</b> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> RF</td> <td><input type="checkbox"/> Assessor</td> <td><input type="checkbox"/> DPW</td> <td><input type="checkbox"/> NDC</td> <td><input type="checkbox"/> Superior Court</td> </tr> <tr> <td><input type="checkbox"/> CF</td> <td><input type="checkbox"/> Auditor</td> <td><input type="checkbox"/> EMA</td> <td><input type="checkbox"/> PACCOM</td> <td><input type="checkbox"/> Treasurer</td> </tr> <tr> <td><input type="checkbox"/> SEA</td> <td><input type="checkbox"/> Clerk</td> <td><input type="checkbox"/> Fair</td> <td><input type="checkbox"/> Prosecutor</td> <td><input type="checkbox"/> Veg Mgmt</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Civil Service</td> <td><input type="checkbox"/> Health</td> <td><input type="checkbox"/> SDC</td> <td><input type="checkbox"/> WSU Ext.</td> </tr> <tr> <td></td> <td><input type="checkbox"/> DCD</td> <td><input type="checkbox"/> Juvenile</td> <td><input type="checkbox"/> Sheriff</td> <td><input type="checkbox"/> Other</td> </tr> </table>					<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> 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
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	<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: 2/9/2016
NARRATIVE OF REQUEST	
<b>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</b> Approve South District Court Judge Pro-Tem Bonds for Heidi L. Heywood, effective 1/29/2016 and Janet L. Anderson, effective 2/1/2016	



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:  
2/23/2016

### AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
			Agenda Item #:	<u>17</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"/> CONTINUED TO DATE: _____	TIME: _____			
<input type="checkbox"/> OTHER: _____				
<b>DISTRIBUTION LIST:</b>				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> 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: 2/16/2016
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Franchise Agreement with Falcon Community Ventures I, LP locally known as Charter Communications	

Name of Contractor: Community Ventures I, LP

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

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

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

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

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

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

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

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

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

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: \_\_\_\_\_

## FRANCHISE AGREEMENT

**This Franchise Agreement** (“Franchise”) is between PACIFIC COUNTY, WASHINGTON, hereinafter referred to as the “Grantor” and FALCON COMMUNITY VENTURES I, LP, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

**NOW, THEREFORE**, the Grantor and Grantee agree as follows:

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; or (4) any exclusions available under applicable State.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. "State" shall mean the State of WASHINGTON.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

## SECTION 2 Grant of Franchise

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any generally applicable local ordinance necessary to the safety, health, and welfare of the public which is lawfully adopted pursuant to the Grantor's general police power. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise, this Franchise will prevail, except as to those ordinances and regulations which are the result of the Grantor's lawful exercise of its general police power.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

### **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

### **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful

misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels.*

**4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, creed, color, religion, national origin, age, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.2 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

**6.3 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

**7.5 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

**SECTION 8**  
**Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.11 Emergency Use.** If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Cable Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to zero percent (0%) of the annual Gross Revenue. In the event the Grantor decides to assess a franchise fee, Grantee agrees to pay to the City the new amount after a public hearing in which the public and Grantee are given an opportunity to comment on the impact of the higher fee and the County Board of Commissioners has adopted a franchise amendment imposing such increased fee. In no event shall Grantee pay a franchise fee greater than the maximum permitted by law. Such increased fee shall take effect on the next available billing cycle in which the higher fee may be placed on Subscribers' bills.

**10.2** Any such franchise fee payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**10.3 Payment of Fee.** Payment of any franchise fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise Amendment as set forth in Section 10.1. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.4 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.5 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the statutory interest rate.

**SECTION 11**  
**Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has

not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12** **Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

**12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

**SECTION 13**  
**Enforcement or Revocation**

**13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**13.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**13.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before the Superior Court for Pacific County using Washington State and Federal law.

**13.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

**13.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the

Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to the Superior Court of Pacific County, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

#### **SECTION 14** **Miscellaneous Provisions**

**14.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**14.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**14.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**14.4 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor that are in use by the Grantee, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**14.5 Notices.** Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Pacific County  
Board of County Commissioners  
P O Box 187  
South Bend, WA 98586  
mguernsey@co.pacific.wa.us

Grantee: Director, Government Affairs  
Charter Communications  
222 NE Park Plaza Drive, #231  
Vancouver, WA 98684  
Marian.jackson@charter.com

Copy to: Charter Communications  
Attn: Vice President of Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**14.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**14.6.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 14.6 above.

**14.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.8 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**14.9 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**14.10 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**14.11 Choice of Law and Venue, Limitation of Damages.** Any action to enforce any part of this contract shall be held in the Superior Court of Pacific County using the laws of the State of Washington. In no event shall the Grantor be held liable to the Grantee for any sum greater than the annual franchise fee paid by the Grantee to the Grantor.

Considered and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Frank Wolfe, Chairman

ATTEST:

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

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

\_\_\_\_\_  
Steve Rogers, Commissioner

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, subject to applicable federal,  
State and local law.

FALCON COMMUNITY VENTURES I, L.P.,  
BY: Charter Communications VII, LLC its General Partner

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**RCW 42.30.110**  
**Executive sessions.**

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

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

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

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

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

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

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

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

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

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

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

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

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



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:  
 2/23/2016

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Ordinances
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE:
<b>NARRATIVE OF REQUEST</b> Open public hearing This is a closed record hearing, so there will be no need for swearing in Discussion if desired Close the public hearing	
<b>RECOMMENDED MOTION</b> (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve repealing Ordinance No. 164 and adopt Ordinance No. 177 establishing procedures For Processing Land Use Development Applications and adopting Findings of Fact # _____ and Conclusions of Law # _____, this Ordinance shall become effective the _____ day of _____, 2016	

**ORDINANCE NO. 177  
PROCEDURES FOR PROCESSING  
LAND USE DEVELOPMENT APPLICATIONS**

**AN ORDINANCE REPEALING ORDINANCE NO. 164 WHICH PERTAINS TO PROCEDURES FOR  
PROCESSING LAND USE DEVELOPMENT APPLICATIONS**

WHEREAS, since 1995 the Washington State Legislature has enacted several pieces of legislation pertaining to regulatory reform, e.g. Chapter 347, laws of 1995, codified primarily in Chapters 36.70A, 36.70B, and 36.70C;

WHEREAS, these legislative enactments seek to integrate growth management planning and environmental review;

WHEREAS, these legislative enactments mandate among other things that counties must adopt procedures to streamline and facilitate the processing of land use development applications;

WHEREAS, a determination of non-significance (DNS) under the State Environmental Policy Act (SEPA) has been issued for Pacific County Ordinance No. 177 and this determination is appropriate;

WHEREAS, Pacific County Ordinance No. 177 will effectuate the intent of the Pacific County Comprehensive Plan; now therefore,

IN ACCORDANCE WITH CHAPTER 36.32 RCW, CHAPTER 36.70 RCW, CHAPTER 36.70A RCW, CHAPTER 36.70B RCW, AND CHAPTER 36.70C, IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON, AS FOLLOWS:

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